

MINUTES**REGULAR MEETING**

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

The meeting was called to order by the President.

President: "I would direct the Board members attention to the memorandum from my office dated July 15, 2013, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

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

Comptroller: "Second."

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

The Motion carries. The routine agenda has been adopted."

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CITY COUNCIL BILLS:

13-0232 - An Ordinance concerning Harbor Point Development District - Amending Ordinance 10-401 for the purpose of enlarging the boundaries of the development district known as "Harbor Point Development District" by including additional properties; revising Exhibit 1 to include these additional properties; deleting and changing certain parcel references that do not affect the boundaries of the development district; repealing provisions related to state obligations and clarifying certain related provisions; providing for a special effective date; and generally relating to the establishment of the Harbor Point Development District.

13-0233 - An Ordinance concerning Harbor Point Special Taxing District for the purpose of designating a "special taxing district" to be known as the "Harbor Point Special Taxing District;" providing for and determining various matters in connection with the establishment of the special taxing district; creating a special fund for the special taxing district; providing for the levy of a special tax on all taxable real and personal property located in the special taxing district; providing for a special effective date; and generally providing for matters relating to the designation and operation of the special taxing district, the establishment and use of the special fund, authorizing the pledge of the special tax revenues to the payment by or reimbursement to the City for debt service on any special obligation bonds or notes issued by the City in connection with the special taxing district, the replenishment of any reserve fund, and the payment of certain expenses and administrative costs related to the operation of the special taxing district.

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President: "The first item on the non-routine agenda can be found on page one, City Council Bill 13-0233. Will the parties please come forward?"

Darrell Doan: "Good morning. Darrell Doan of the Baltimore Development Corporation. I'd be glad to uh -- describe the bill or I could take any questions that you might have."

Comptroller Pratt: "Which would you prefer? Because I have a series of questions."

Mr. Doan: "Okay. Um, I think questions would be appropriate."

Comptroller: "I appreciate your getting back to us on the questions that I had, but I need some clarification."

President: "Pull the mic up."

Comptroller: "I need some clarification. Um, one of the questions I have is how did BDC determine that 20% IRR, internal rate of return, should be the point at which the City should uh -- share between the City and the developer? And the reason I ask that question is because 20% seems unreasonable because I um, I sit on the Baltimore City's pension retirement boards and the Wall Street real estate money managers are projecting, you know, seven to eight percent, and so, I'm just wondering, 20% just seems, double digit just seems unreasonable, so how, so what's the rationale for that?"

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Mr. Doan: "So there's a couple points of rationale. I mean -- First and foremost, we look at precedent of past deals that BDC has brought to the Board of Estimates, and we establish a benchmark for any specific deal that was, that is within the range of past deals that we presented. So, we look at precedent. Second, we look at the actual economics of the specific deal of this TIF and the developer's targeted rate of return, which we think is reasonable to attract equity and financing, and allow the project to be financed and move forward, and then we benchmark off of that, and there's usually, um, a percentage between the developer's return and whatever the City starts to pick up profit-sharing."

Comptroller: "So the developer's return has been projected at 15%, so why is the benchmark, why shouldn't the City share after the developer reaches their internal rate of return? Why is that five percent difference?"

Mr. Doan: "It's standard that we have that and the reason that exists is because what we have right now are conceptual terms. If -- the Council should approve the TIF legislation, which will be heard tonight, and the project moves forward, we would be in front of the Board of Finance with specific bond issuance terms, and as part of that process, we would nail down the amount of equity being invested and the costs, because right now we are

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working from conceptual costs, we would then be working from 100% construction drawings. When we have those numbers finite, we would know specifically what the developer's return is and then we can benchmark off of that number, which will be in a formal profit-sharing agreement, which will come back to the Board of Estimates for its consideration and approval."

Comptroller: "Okay, because from uh, a briefing that I had, um, on May 15th, there's a memo that you sent me, that under "Other Requirements and Profit-sharing," it says that "These terms are subject to final negotiations to be completed prior to the Board of Finance consideration and prior to the introduction of the bill. So that changed?"

Mr. Doan: "No. We have an agreement in principle with the developer. Um, the point I'm trying to make is that the ultimate agreement will be subject to the approval of the Board of Estimates, so that will come back to you as part of the bond process, the bond issuance process. So, if the Board of Estimates in its wisdom wishes to have a different benchmark or different terms, certainly the Board of Estimates, is um -- you know that's within their purview. We would brief each member before we bring that profit-sharing agreement forward and be able to disclose at that time what the deal looks like three

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months from now and uh -- have that discussion with you. We'd be glad and very willing to have that discussion with you."

Comptroller: "Right. Now you stated that that was a standard, the 20 percent. Could you give me some examples of where the 20% IRR has been reached and the City has benefitted in the profit-sharing?"

Mr. Doan: "It's uh, I -- 20% is not the City standard."

Comptroller: "That's what you said, you said it was standard."

Mr. Doan: "It's, it's within the range of precedent on other deals."

Comptroller: "But given today's economy, isn't 20% unrealistic? The only place I know where you can get double digit return on real estate is buying City tax sale certificates and getting 18%. I mean 20%, in this market, today, is that reasonable?"

Mr. Doan: "The developer's return is benchmarked at 14 percent. We think 14% is a very reasonable return for a project like this, considering the risks."

Comptroller: "I think that's high."

Mr. Doan: "Well, um I appreciate that comment, but there's a lot of risk involved in a project like this and we do think the return is reasonable."

Comptroller: "Okay. Another question I have is, in an answer to one of the questions that I asked you the other day, you stated

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that the um -- the amount of funds available to pay the tax increment bonds would be, BDC answered in part, that the debt service coverage on the bonds is 251%. Can you explain that?"

Mr. Doan: "Well, what I mean is, uh -- the tax increment to be derived from, when the project is completed, and the City begins to collect tax increment, we will collect 251% of the increment needed to debt service the bonds. Does that make sense? So that -- so the debt service on the bonds over the life of the bonds is approximately \$281 million dollars. So we will be collecting 150% more than that which will go to the City's general fund. So the coverage is uh -- strong, is what I mean. So we're collecting far more increment than we need to pay off the bonds, and the delta goes into the general fund."

Comptroller: "But that's specula --, speculative because if there's not sufficient money in the reserves, and we, for whatever reason -- because this is a very huge project,"

Mr. Doan: "It is."

Comptroller: "it is, and if we're not going to collect the tax and the reserves, the City is on the hook for the difference, because as you said, it's \$258 million for the debt service, the issuance and the other related costs for the bonds, the City is not going to default on these bonds, and if the reserves,

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special fund, the tax collections are not sufficient, the City has to make up the difference. Is that correct?"

Mr. Doan: "No. These are special obligation bonds, not general obligation bonds and so the bonds are not backed by the full faith and credit of the City or the general fund. The only lien of taxes that a bond holder has is on the increment that we collect in the increment fund."

Comptroller: "If it's insufficient, then what happens?"

Mr. Doan: "If it's insufficient."

Comptroller: "How would the bond holders get paid?"

Mr. Doan: "There is a 10% reserve, which would be funded out of the bond issuance. If we were to go through that reserve, and of course, this is all worst case scenario --"

Comptroller: "Right."

Mr. Doan: "If we go through that reserve, there's a piece of legislation that we hope to have approved tonight that will establish a special tax district. That gives the City the authority to levy, at any time, at its discretion, a special tax against these properties, in addition to the regular tax, and that tax is paid and collected and used to pay the bonds, to debt service the bonds."

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Comptroller: "Okay, I'm just trying to get a full understanding. So, if the land owners are not able to pay the special tax, what happens?"

Mr. Doan: "It becomes a tax lien."

Comptroller: "It becomes a tax lien?"

Mr. Doan: "It becomes a tax lien. So, there's a couple scenarios that would play out in that situation; uh -- if there's a senior lender they would most likely step in and pay that tax lien because their loan is secured by the property and they wouldn't risk losing it; uh, certainly the developer is incentivized to make that special tax payment because they don't want to lose the property, and the worst case scenario would be a tax lien and the City would collect it through it's normal tax sale process."

Comptroller: "Okay. Are there any environmental concerns for this huge project?"

Mr. Doan: "The project, uh -- is subject, the property is subject to a consent decree between the Environmental Protection Agency, the federal Justice Department and the State Department of the Environment. That consent decree, uh, it's approximately a 150-page document, uh, states that the property is, uh, safe for this type of development and it details the means and methods of construction and the monitoring of that construction

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so that there should be no risk by developing on this site. But again, that's a consent decree that the City is not a party to, it's a federal document."

Comptroller: "Okay. Um, may I get a copy of a diagram delineating the cash flow of funds and describing the, the um, financial projections for this project?"

Mr. Doan: "Absolutely."

Comptroller: "Okay."

Mr. Doan: "Be glad to provide that to you this morning."

Comptroller: "Okay, another question I have is how many jobs will be produced by this project, excluding the present Morgan Stanley jobs and the Baltimore jobs that are being transferred from Exelon to this new location?"

Mr. Doan: "We anticipate over 16,000 jobs being created on-site, or being serviced on-site. If you're asking what the net new number of permanent jobs is for the City, that's something we're nailing down today, and I can get you that information before noon."

Comptroller: "Okay. I think that's um - oh -- the other thing that I read in the documents, that there's no contingent financing for this project and for this huge project, it appears that there should be some contingent financing based on approval of, of the TIF, but the documents that I read said that there's

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nobody that -- I can't believe there's no one interested and we're doing this right now."

Mr. Doan: "Well, there are certainly interested parties, interested equity investors, and construction lenders they haven't there are not equity or lending commitments at this time because those commitments are contingent upon the TIF financing being approved."

Comptroller: "Okay. Uh -- I think that's -- so when it is stated that the issuance of the bonds is \$107 million and then the associated costs makes it \$122 million and you said that there was 10%, there was a reserve of 10%, I noticed that there was \$12 million over a 30-year period, but in reality the payback in the interest and the principal is \$281 million,"

Mr. Doan: "Uh, approximately, yes."

Comptroller: "So, is that reserve sufficient?"

Mr. Doan: "Uh, I would ask Steve Kraus of the Finance Department to comment on that issue."

Comptroller: "Good morning."

Mr. Kraus: "Good morning, Steve Kraus, Chief, Bureau of Treasury Management. Yes, that reserve will be adequate for this size bond issue."

Comptroller: "Okay. The other concern that I have from a memo from the Board of Finance, you know on Item 10. The risk -- this

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project is -- and it says, "Dependence on Projections" and it says, "The projections constitute forward-looking statements based on estimates and assumptions. Actual results may differ from those set forth in the enclosed fiscal analysis." I just think it's a very huge project, you know I don't agree with the 20% return, and um -- I think it's just very risky. I think that it could be a good project, but I just feel that it's a huge project, a billion dollars and the associated risk may not be good for the City. That's all I have to say."

Mr. Doan: "Okay."

President: "Um, I would entertain a Motion."

City Solicitor: "Move approval of the non-routine items on pages one and two of the agenda."

President: "All in favor, say -- I mean is there a second? All those in favor, say "Aye."

Director of Public Works: "Aye."

President: "All opposed say "Nay." Please note that Council President Young **ABSTAINS**."

Comptroller: "Right, and I will just vote "NO" and just to uh -
- I would like to say that I believe that the reserves are inadequate. Um -- based on the information I have, there is no contingent financing for the project. This deal is over-dependent on projections, with no guarantee regarding the

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underlying assumptions. I think that the internal rate of return is too high, 20%, I don't believe it's reachable and the capital improvements for this project are estimated at \$107, the bottom out is \$122 and we were just told that the total payback, plus principal and interest, is \$281, and I just think the reserves are insufficient, so I vote "NO."

President: "Okay. Madam Mayor Rawlings-Blake?"

Mayor: "Thank you."

President: "Um, just a moment before you start, I would like to explain why I **ABSTAIN**. Both of these bills are coming before the Council. So -- there I will support the TIF.

Mayor: "Thank you very much, Mr. President. In order to grow, we have to constantly seek new ways to re-invent Baltimore for the future, by building on our strength and this project represents a once in a generation opportunity to grow Baltimore by attracting new residents, new tax revenue and the public amenities for all of Baltimore's residents to enjoy. Harbor Point will include significant new public infrastructure, including nine acres of new parks and open space, including a 4.5 acre waterfront park, open public park, a new public waterfront promenade, which will finally connect the Inner Harbor to Fells Point and Canton and other neighborhoods, a new bridge and public roads to help improve vehicular and pedestrian

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traffic in that area. All of these will compliment privately financed buildings, including new office towers, retail shops, residences as well as hotels. The project will support a significant number of jobs, including more than 7,000 construction jobs and almost 7,000 direct permanent jobs uh -- will be located on this site. The Mayor Rawlings-Blake's Office of Minority and Women Business is working with the developer on an inclusion strategy, BDC and the Mayor Rawlings-Blake's Office of Employment Development are working to develop a local hiring plan, which will benefit our residents. The Harbor Point neighborhood will house approximately 2,000 residents; many of them will be new. Prior to the development, this site generated only \$250,000.00 in property taxes annually. After the development, Harbor Point will collect an average of about \$20 million per year in new tax revenues. The public infrastructure financing will enhance and expand an existing public charter school, the Crossroads School, that serves many of Baltimore's children, uh, from many of Baltimore's vulnerable communities. This project will reclaim a former industrial Brownfield site for mixed use development and eliminate a significant piece of vacant property from the City's waterfront. Thank you very much."

President: "Thank you."

MINUTES**CITY COUNCIL BILLS:**

13-0234 - An Ordinance concerning Harbor Point Development - Bond Ordinance for the purpose of authorizing the issuance of special obligation bonds; authorizing the pledge by the City, subject to appropriation, of Tax Increment Revenues and Special Tax Revenues (as such terms are defined herein) to the payment of debt service on such special obligation bonds, the replenishment of any reserves, and the payment of certain expenses and administrative costs; providing that such bonds may be issued from time to time and in one or more issues or series in an aggregate principal amount not exceeding \$125,000,000 for the purpose of financing infrastructure improvements and related costs, including, without limitation, the Project (defined herein), and other necessary improvements to, from, or within the development district, and certain other infrastructure improvements permitted by the Acts (defined herein); providing for the method and sources of payment for such special obligation bonds; providing that the City, in each fiscal year in which any such bonds are outstanding, use its best efforts to obtain the appropriation of the Tax Increment Revenues and the Special Tax Revenues in the amounts and at the times specified in a trust agreement or agreements between the City and a bank or trust company appointed as trustee thereunder; authorizing the Board of Finance to specify, prescribe, determine, provide for and approve the details, forms, documents or procedures in connection with such special obligation bonds and any other matters necessary or desirable in connection with the authorization, issuance, sale, and payment of such special obligation bonds; providing for a special effective date; and generally relating to the issuance and payment of such special obligation bonds.

ALL REPORTS RECEIVED WERE FAVORABLE.

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CITY COUNCIL BILLS:

UPON MOTION duly made and seconded, the Board approved City Council Bill No. 13-0232 and 13-0233 and directed that those bills be returned to the City Council with the recommendation that the bill also be approved and passed by that Honorable Body. The President **ABSTAINED**.

President: The second item on the non-routine agenda can be found on Page 2, City Council Bill 13-0234. Will the parties please come forward?"

Comptroller: "Good."

President: "Huh."

Comptroller: "Okay, no problem."

President: "Do you want to move on?"

Comptroller: "We have to vote on it, right?"

President: "I will entertain a Motion."

City Solicitor: "Move approval of the item on Page 2, City Council Bill 13-0234."

Director of Public Works: "Second."

President: "All those in favor say AYE. All opposed NAY. Motion carries. Please note that the Comptroller Votes **NO**. The Council President will **ABSTAIN**."

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Police Department - Grant Awards, Grant Adjustment
Notices and Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the grant awards, grant adjustment notices, and agreement. The period of the award is July 1, 2013 through June 30, 2014, unless otherwise noted.

GRANT AWARDS

1. **GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION/SAFE STREETS/HIGH-RISK YOUTH PREVENTION & ENFORCEMENT** **\$300,284.00**

Account: 5000-598714-2252-690700-600000

This award will fund the Mayor Rawlings-Blake's Office of Criminal Justice's "High-Risk Youth Prevention & Enforcement" Program. The program addresses high incidence of crime in Baltimore City and the surrounding area. The program tracks juvenile offenders by utilizing a security integration model of multi-agency collaboration with state and local law enforcement agencies. The program will include holding high-risk juveniles accountable and incorporate preventative measures such as diversion programs.

2. **GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION/SART ADVOCATE** **\$ 12,413.00**

Account: 4000-473314-2252-688000-607001

This award will fund the Mayor Rawlings-Blake's Office of Criminal Justice's "SART Advocate" program. The award will provide a Victim's Advocate who will provide support for victims of sexual assault. The advocate will be employed by Turnaround, Inc., and will collaborate with the Baltimore Police Department's Sex Offence Unit to improve case investigation protocols.

APPROVED FOR FUNDS BY FINANCE

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

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Police Department - cont'd

GRANT ADJUSTMENT NOTICES

3. **GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION/STRATEGIC PROFICIENCY** **\$0.00**

Account: 5000-598813-2041-195500-607001

On June 12, 2013, the Board approved an award for the Strategic Proficiency grant which aims to reduce existing gaps in service and foster collaboration among partner agencies and stakeholders throughout Maryland. The grant partially funds a consultant to develop a multi-year strategic plan to improve crime fighting from an integral perspective. This grant adjustment notice extends the period of the award through December 31, 2013.

4. **GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION/PROTECTIVE ORDER/ENTRY SERVICE** **\$0.00**

Account: 5000-599013-2044-219600-600000

On July 25, 2012, the Board approved an award for the Baltimore's Domestic Violence Protective Order/Entry Service program designed to increase the efficiency and effectiveness of ex parte/protective order data entry service and to reduce the high occurrence of domestic violence in Baltimore City. The grant adjustment notice extends the period of the award through September 30, 2013.

5. **DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS/PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT GRANTS PROGRAM/CRIME LABORATORY ENHANCEMENT PROGRAM** **\$0.00**

Account: 4000-470112-2024-212600-600000

On October 5, 2011, the Board approved an award for the Crime Laboratory Enhancement Program. This grant assists in developing and implementing strategies specifically intended to increase efficiency in its crime laboratory. The grant adjustment notice extends the award end date from March 31, 2014 to September 30, 2014.

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Police Department - cont'd

AGREEMENT**6. STEVEN M. NOTTINGHAM****\$20,000.00**

Account: 6000-611213-2013-197500-603026

The contractor will provide a three week program that includes 40 hours per week Train the Trainer and implementation of Emergency Action Teams (EAT) training sessions. The Train the Trainer instruction will be for twelve SWAT trainers who will also participate in the training of 48 members. This training is designed for small unit tactics, victim officer rescue techniques, and crisis resolution and response. The Department trainers and select small units will be trained in these techniques. The contractor will provide follow-up training and technical assistance for program implementation as needed. The Department trainers will then be expected to expand this training Department wide. The period of the agreement is effective upon Board approval for three months.

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE TIME EXTENSION FOR ITEM NOS. 3 THROUGH 5.

AUDITS REVIEWED AND HAD NO OBJECTION ON ITEM NO. 6.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the grant awards, grant adjustment notices, and agreement.

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Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2013 through June 30, 2014.

RETIRED AND SENIOR VOLUNTEER PROGRAM (RSVP)

1.	FIRST CORINTHIANS BAPTIST CHURCH OF BALTIMORE, MARYLAND, INC.	\$ 0.00
2.	UNITY PROPERTIES, INC.	\$ 0.00
3.	GREENMOUNT SENIOR CENTER, INC.	\$ 0.00
4.	PIMLICO ROAD YOUTH PROGRAM, INC.	\$ 0.00

The above-listed organizations will serve as volunteer stations for the RSVP. The RSVP has been funded since 1982 by the federal government. The Baltimore City Health Department was awarded a grant from the Corporation of National and Community Services to pay administrative staff to arrange volunteer work for persons 55 years of age and over.

VOLUNTEER STATION - SENIOR COMPANION PROGRAM

5.	FUTURE CARE - IRVINGTON, LLC	\$ 0.00
6.	LOCHEARN NURSING HOME, LLC	\$ 0.00
7.	CANTON HARBOR HEALTHCARE CENTER, INC.	\$ 0.00
8.	FUTURE CARE - CHARLES VILLAGE, LLC	\$ 0.00
9.	CHARLES STREET HEALTH CARE, LLC	\$ 0.00
10.	SANDTOWN-WINCHESTER NURSING HOME, LLC	\$ 0.00

The above-listed organizations will serve as Volunteer Stations for the Senior Companion Program. Through a grant from the Corporation for National and Community Services, the Department

MINUTESHealth Department - cont'd

sponsors the Senior Companion Program. The grant pays for 100% of the cost of 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.

INDIVIDUAL CASE MONITOR AGREEMENTS

The Maryland State Department of Health and Mental Hygiene (DHMH) is designated as the single State agency to administer all aspects of the Maryland Medical Assistance Program. The Health Department has an agreement with the DHMH to participate in the program as the case monitoring agency and to contract with Case Monitors who will supervise personal care services to eligible recipients. Since 1994, the Health Department has been authorized to manage the Montgomery County Personal Care Program and is reimbursed by the DHMH per case, for every client in Montgomery County. The maximum number of assigned cases per individual case monitor at anytime is 75, unless a waiver is granted.

The Case Monitors will exercise independent professional judgment and carry professional liability insurance. Each case monitor will be an independent contractor and not an employee of the City. The period of the case monitoring agreement is July 1, 2013 through June 30, 2014.

The Case Monitors will be responsible for establishing a plan of personal care for each eligible recipient assigned to him/her, unless otherwise indicated. The Case Monitors will make home visits at least once every 90 days, maintain clinical records, consult with each client's personal physician and other providers in order to develop a care plan, and perform other related duties.

<u>Case Monitor Name</u>	<u>Rate of Pay</u>	<u>Amount</u>
11. JANICE NICKENS, R.N.	\$55.00 per case	\$49,500.00

Ms. Nickens will render personal care case monitoring services in Montgomery County.

Account: 4000-426214-3110-306801-603018

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Health Department - cont'd

<u>Case Monitor Name</u>	<u>Rate of Pay</u>	<u>Amount</u>
12. ALICE A. ROSS, R.N.	\$45.00 per case	\$40,500.00

Ms. Ross will render personal care services case monitoring in Baltimore City.

Account: 4000-426214-3110-306800-603018

13. MILDA PRIMROSE LEWIS, INC.	\$45.00 per case	\$70,200.00
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The organization will render personal care services case monitoring in Baltimore City.

Account: 4000-426214-3110-306800-603018

14. DENISE D. HAMMOND, R.N.	\$55.00 per case	\$49,500.00
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Ms. Hammond will render personal care case monitoring services in Montgomery County.

Account: 4000-426214-3110-306801-603018

15. TRULIFE HEALTH SERVICES, LLC	\$55.00 per case	\$82,500.00
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The organization will render personal care services case monitoring in Montgomery County.

Account: 4000-426214-3110-306801-603018

16. NIOCA OSBOURNE, R.N.	\$45.00 per case	\$40,500.00
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Ms. Osbourne will render personal care case monitoring services in Baltimore City.

Account: 4000-426214-3110-306800-603018

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Health Department - cont'd

<u>Case Monitor Name</u>	<u>Rate of Pay</u>	<u>Amount</u>
17. M. HELENE ROEHM, R.N.	\$45.00 per case	\$59,400.00
Ms. Roehm will render personal care case monitoring services in Baltimore City.		
Account: 4000-426214-3110-306800-603018		
18. TIFFANY M. GRAY, R.N.	\$45.00 per case	\$54,000.00
Ms. Gray will render personal care case monitoring services in Baltimore City.		
Account: 4000-426214-3110-306800-603018		
19. ALLA KAPLAN, R.N.	\$45.00 per case	\$81,000.00
Ms. Kaplan will render personal care case monitoring services in Baltimore City.		
Account: 4000-426214-3110-306800-603018		

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED (EXCEPT ITEM NOS. 1 - 10) AND HAD NO OBJECTION.

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

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Health Department - Agreements

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

1. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$168,905.00**

Account: 4000-422113-3030-271400-603051

The JHU will provide medical expertise and clinical services to Tuberculosis (TB) clinic patients. The services will include, but not be limited to examinations, recommendations for therapy, monitoring of adverse reactions in patients seen in the clinic, provision of direction and consultation regarding clinic policies and protocols, especially with regards to TB and HIV co-infection, and support of a part-time radiologist to read chest x-rays. The period of the agreement is January 1, 2013 through December 31, 2013.

The agreement is late because of the delays in receiving an acceptable budget and scope of services.

MWBOO GRANTED A WAIVER.

2. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$ 99,944.00**

Account: 4000-422613-3030-271500-603051

The JHU will provide a principle investigator that will oversee the Surveillance Network Project to ensure that local data collection continues to meet nationally defined project goals. The investigator will represent the project on all conference calls with other project sites as they occur, attend STD surveillance network meetings, supervise the activities of the STD surveillance network epidemiologist, and ensure that all data collections and reports are provided to the Centers for Disease Control and Prevention. The period of the agreement is September 30, 2012 through September 29, 2013.

The agreement is late because of the delays in receiving an acceptable budget and scope of services.

MWBOO GRANTED A WAIVER.

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Health Dept. - cont'd

3. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$ 51,167.00**

Account: 4000-422613-3030-271500-603051

The JHU will provide a Research Nurse and a Student Analyst to oversee the Sexually Transmitted Disease (STD) Surveillance Network Project. The Research Nurse will be responsible for traveling to clinics, reviewing charts, and entering the data into a database. The Student Analyst will build the database to capture data collected from charts, provide quality assurance and control of the data, and assist in the analysis of data under the direction of the STD surveillance network co-principal and epidemiologist. The period of the agreement is December 31, 2012 through September 29, 2013.

The agreement is late because of the prolonged negotiations with the provider for an acceptable budget and scope of services.

MWBOO GRANTED A WAIVER.

4. **JOHNS HOPKINS UNIVERSITY /(JHU)** **\$ 26,000.00**
BLOOMBERG SCHOOL OF PUBLIC HEALTH

Account: 4000-480113-3001-268400-603051 \$ 16,000.00
6000-619713-3001-599000-406001 \$ 10,000.00

The JHU will provide the services of Dr. Carlos Castillo-Salgado to provide training and technical assistance related to Health Impact Assessments. This is integral to the City's efforts, as manifested through the Cross-Agency Health Taskforce, to understand and consider the health implications of all proposed policies and to increase and improve the information available to the City's policy-makers, decision-makers, and community stakeholders. The period of the agreement is September 1, 2012 through August 31, 2013.

The agreement is late because the agreement was recently received from provider.

MINUTES

Health Dept. - cont'd

5. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$ 47,887.00**

Account: 6000-620812-3100-297100-603051

The JHU will provide a consultant for the Bureau of School Health's Vision Screening Program. The consultant will be responsible for providing services at a minimum of two days per week. The consultant will assist the Bureau of School Health in updating current protocols for screening students in Pre-K to first grade with possible vision problems, so that they may be referred for appropriate diagnosis and treatment. The services will be provided in Baltimore City. The period of the agreement is April 1, 2013 through March 31, 2014.

The agreement is late because budget revisions delayed processing.

6. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$ 0.00**
SCHOOL OF MEDICINE

The JHU has established and conducts residency training programs accredited by the Accreditation Council for Graduate Medical Education.

The Health Department as a participating institution has agreed to support the educational goals and objectives of the residency training program by making its facilities, resources and teaching staff available to program residents. The training of program residents will be determined by the program director and the Commissioner of Health. The JHU as the sponsor will be responsible for employment benefits and the salary of program residents. The period of the agreement is effective upon Board approval through June 30, 2018.

MINUTES

Health Dept. - cont'd

7. **BETSY DIAMANT-COHEN** **\$ 15,000.00**

Account: 6000-622513-3080-293601-603051

Ms. Diamant-Cohen, consultant, will work in collaboration with Enoch Pratt Free Library to train staff from organizations working with families with children 0-3 for the B'More Together, Learn Together Program. The consultant will act as a technical expert on pre-literacy and early learning programs, including the Department's Maternal and Child Health Services. The period of the agreement is July 1, 2013 through December 30, 2013.

8. **GREATER MONDAWMIN COORDINATING COUNCIL, INC. (GMCC)** **\$ 315,000.00**

Account: 4000-430512-3160-308600-603051

This is a renewal agreement with the GMCC. The GMCC will provide services for the Safe Streets Program in the Greater Mondawmin area using the CeaseFire Chicago model and all its components with fidelity. The five components to the model are as follows: Community Mobilization, Public Education, Cooperation with Law Enforcement, Outreach, and Faith-based involvement. The period of the agreement is July 1, 2013 through June 30, 2014.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED (EXCEPT ITEM NO. 6) AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned agreements. The President **ABSTAINED** on item nos. 1-6.

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

The Board is requested to approve acceptance of and authorize execution of the notification of grant award (NGA) agreements with the Maryland Department of Aging (MDoA).

1. **FY14 SENIOR HEALTH INSURANCE PROGRAM** **\$86,381.00**

Account: 4000-433414-3023-273300-404001

This award will provide funds to support public education about health insurance plan options to Baltimore City Senior residents and their families. These funds will also supplement the Senior Information & Assistance program. The period of the grant award agreement is April 1, 2013 through March 31, 2014.

The NGA is being presented at this time because the NGA was received on June 18, 2013.

2. **FY14 MARYLAND LIVING WELL PROJECT** **\$15,250.00**

Account: 4000-436213-3255-271200-404001

This award will provide revenue for completed Maryland Living Well Project workshops offered in Baltimore City. The project includes the Chronic Disease Self Management and Diabetes Self Management Programs.

The NGA is being presented at this time because the NGA was recently received from the MDoA.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARDS.**

UPON MOTION duly made and seconded, the Board approved acceptance of and authorize execution of the notification of grant award agreements with the Maryland Department of Aging.

MINUTESHealth Department - Ratification and Expenditure of Funds**ACTION REQUESTED OF B/E:**

The Board is requested to ratify services and to approve and authorize an expenditure of funds to pay Saber Corporation. The period of the service was June 1, 2012 through May 31, 2013.

AMOUNT OF MONEY AND SOURCE:

\$18,720.00 - 4000-433513-3024-295900-605003

BACKGROUND/EXPLANATION:

The Office of Aging and Care Services is mandated by the Maryland Department of Aging to use the Agency Information Management (AIM) system for Federal NAPIS reporting. The Saber Corporation monitors the AIM Web Based Client Services Database.

On June 1, 2012, the renewal agreement and invoice were mailed to the Department for processing, however due to an oversight they were not processed. The Department has designated key administrative staff to initiate and monitor the FY14 renewal purchase order to continue this service.

The Department apologizes for the lateness.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified the services rendered and to approved and authorized the expenditure of funds to pay Saber Corporation.

MINUTES

Health Department - Amendments to Agreements

ACTION REQUESTED OF B/E:

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

1. **ASSOCIATED BLACK CHARITIES, INC. (ABC).** **\$1,000,000.00**

Account: 4000-427713-3023-273303-603051

On May 8, 2013, the Board approved the original agreement with the ABC to serve as the Administrative Fiscal Agent for the Ryan White Part A program for \$6,103,776.00 for the period March 1, 2013 through August 31, 2013. On June 26, 2013, the Board approved the revised Notice of Award for HIV Emergency Relief Project Grants for \$1,000,000.00 and for continuation of Ryan White Part A Services based on emergency need. This amendment will allow the ABC to continue services to HIV individuals.

This amendment is late because the Department was waiting on approval of the revised Notice of Award. It was approved on June 26, 2013 by the Board.

2. **THE JOHNS HOPKINS UNIVERSITY SCHOOL** **\$ 98,962.00**

Account: 4000-424513-3023-599604-603051

On December 12, 2012, the Board approved the original agreement for Ryan White Part B Primary Ambulatory Care in the amount of \$236,467.00 for the period July 1, 2012 through June 30, 2013. The Department received supplemental funds to increase the agreement by \$98,962.00 for additional ambulatory care services making the total award \$335,429.00.

The amendment to agreement is being presented at this time because the supplemental awards were received by the Department of Health and Mental Hygiene on April 22, 2013.

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

MINUTES

Health Department - cont'd

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned amendments to agreements. The Comptroller **ABSTAINED** on item no. 1. The President **ABSTAINED** on item no. 2.

MINUTESOffice of Human Services (MOHS) - Grant Agreements

The Board is requested to approve and authorize execution of the listed grant agreements.

<u>Grantee</u>	<u>Amount</u>
1. AIDS INTERFAITH RESIDENTIAL SERVICES, INC.	\$416,976.00

Account: 4000-490914-3573-333643-603051

The organization will provide housing assistance and supportive services to individuals or to families who have a family member with AIDS. The organization operates a free, safe shuttle for homeless individuals in Baltimore City, linking the homeless to shelters and service providers. The period of the agreement is July 1, 2013 through June 30, 2014.

MWBOO GRANTED A WAIVER.

2. ST. VINCENT DE PAUL OF BALTIMORE, INC.	\$334,562.00
Accounts: 5000-529114-3572-333729-603053	\$ 52,500.00
5000-525614-3572-333729-603051	\$282,062.00

The organization will provide one of the following services or support: temporary shelter, meals, counseling and/or information and referrals to the homeless of the City of Baltimore. Services will be provided to 250 clients. The period of the agreement is July 1, 2013 through June 30, 2014.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the above-listed grant agreements.

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:

AB Construction, Inc.	\$ 8,000,000.00
A/C Power, Inc.	\$ 1,500,000.00
Commercial Cabling & Sound, Inc.	\$ 1,500,000.00
Commercial Camera & Security, Inc.	\$ 297,000.00
Commercial Interiors, Inc.	\$ 8,000,000.00
Harkins Builders, Inc.	\$164,259,000.00
Kimball Construction Co., Inc.	\$ 8,000,000.00
Potts & Callahan, Inc.	\$138,987,000.00
S.J. Louis Construction, Inc.	\$ 48,606,000.00
Tech Contracting Co., Inc.	\$ 8,000,000.00
Utility Partners of America, LLC	\$ 8,019,000.00

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:

Infrastructure Technologies, LLC	Engineer
McKim & Creed, Inc.	Engineer
McKissack & McKissack	Architect Engineer
Transviron, Inc.	Engineer Land Survey

There being no objection, the Board, UPON MOTION duly made and seconded, approved the prequalification of contractors and architects and engineers.

MINUTES

Mayor's Office of Policy & Communication - Governmental/Charitable Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to endorse a governmental/charitable solicitation application for submission to the Board of Ethics of Baltimore City for donations to a year-long, Grow Baltimore campaign. The period of the campaign will be effective upon Board approval through July 15, 2014.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

BACKGROUND/EXPLANATION:

The Mayor Rawlings-Blake's Office of Policy and Communication will conduct outreach to segmented audiences to raise awareness, inform, educate, and activate audiences to the City's overall goal of Growing Baltimore and the six initiatives it has implemented to achieve that goal. The outreach will be branded as the "Grow Baltimore" Outreach Campaign. The campaign will target constituency groups with community-invested special events and programs.

The community-invested programs which are targeting segmented audiences (African Americans, Hispanics, Asian Americans/Pacific Islanders, young adults, and business owners) will incorporate solicitation for programs such as:

1. Summits, based on segmented target audiences,
2. Office of the Mayor Rawlings-Blake Mentorship Program,
3. Back to School Rally, and
4. Baltimore City School Attendance Competition Program.

Baltimore City Code Article 8, Section 6-26, prohibits solicitation or facilitating the solicitation of a gift. An exception was enacted in 2005 to permit certain solicitations that are for the benefit of an official governmental program or activity, or a City-endorsed charitable function or activity.

MINUTES

Mayor's Office of Policy & Communication - cont'd

Ethics Regulation 96.26B sets out the standards for approval, which includes the requirement that the program, function, or activity to be benefited and the proposed solicitation campaign must be endorsed by the Board of Estimates or its designee.

UPON MOTION duly made and seconded, the Board endorsed the governmental/charitable solicitation application for submission to the Board of Ethics of Baltimore City for donations to the Grow Baltimore campaign. The Mayor **ABSTAINED**.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

the transfers of funds

listed on the following pages:

2755 - 2757

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>Baltimore Development Corporation</u>		
1. \$ 52.99 20 th EDF	9910-994001-9600 Constr. Res. Unallocated Reserve	9910-902879-9601 Coml. Revit.
4,243.00 21 st EDF	9910-902483-9600 Constr. Res. S. Balto. Ind. & Coml. Dev.	9910-903483-9601 S. Balto. Ind. & Coml. Dev.
13,314.00 22 nd EDF	9910-904115-9600 Constr. Res. West Side Down- town	9910-906835-9603 Westside Project Initiative
3,500.00 22 nd EDF	9910-905575-9600 Constr. Res. E. Balto. Ind. & Coml. Dev.	9910-906575-9601 E. Balto. Ind. & Coml. Dev.
8,320.00 23 rd EDF	9910-906993-9600 Constr. Res. Inner Harbor Area	9910-909460-9601 Inner Harbor
\$ 29,429.99		

This transfer will provide funds to reimburse Baltimore Development Corporation for eligible capital expenses for the month ending May 31, 2013.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks</u>		
2. \$ 10,000.00	9938-901744-9475	9938-904744-9474
Rec. & Parks	Clifton Park	Clifton Park
25 th Series	Recreation Center Reserve	Recreation Center Active

This transfer will provide funds to cover the costs associated with design services under On-call Contract No. 1164, Task No. 11 to GWWO, Inc.

3. \$ 18,000.00	9938-905776-9475	
State	Recreation Facility	
6,000.00	Expansion FY12	
Rec. & Parks	Reserve	
<u>26th Series</u>	" "	
\$ 24,000.00	-----	9938-906776-9474
		Recreation Facility
		Expansion FY12
		Active

This transfer will provide funds to cover the costs associated with design services under On-call Contract No. 1164, Task No. 10 to GWWO, Inc., and to reconcile the account's deficit.

Department of Planning

4. \$150,000.00	9905-914013-9186	9905-922013-9188
General Funds	Capital Improve- ment Program- Reserves	Capital Improvement Program- Active

This transfer will provide funds for the Department of Planning staff to prepare, analyze, and recommend a six year Capital Improvement Program (CIP) to guide the City in making necessary physical improvements. Positions will oversee the coordination of the CIP, administration of the Ecipi system, training, capital transfers and research along with other assigned duties.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
5. \$2,802,785.10	9994-926989-9587 Loan Repayment Reserve A/C	
875,120.00	-----	9994-920080-9593
39 th CDBG		Public Housing 108
<u>1,927,665.10</u>	-----	9994-921410-9593
\$2,802,785.10		East Baltimore Development Initiative 108

This transfer will provide appropriation authority for repayment on HUD Section 108 loans for fiscal year 2014.

6. \$1,179,420.47	9991-945002-9587	9997-915901-9593
22 nd CDBG	Unallocated Reserve	HABC Public Housing
265,251.41	" "	9998-916901-9593
23 rd CDBG		HABC Public Housing
<u>\$1,444,671.88</u>		

This transfer will provide funding for an agreement between the DHCD and the Housing Authority of Baltimore City in the amount of \$1,444,671.88 to assist with the rehabilitation of four long-term vacant scattered site row homes and replacement of roofs at the Somerset Extension and Monument East Developments.

MINUTES

Department Communication Services/ - Expenditure Authorization
Municipal Post Office

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay Corporate Mailing Services, Inc. (CMS) by expenditure authorization.

AMOUNT OF MONEY AND SOURCE:

\$5,949.66 - 2032-000000-1360-159115-605001

BACKGROUND/EXPLANATION:

The CMS provided assistance to the Municipal Post Office in the mailing of the Real Property Tax Bills for 2013-14, when the Municipal Post Office experienced equipment problems and a power outage during the mailing process.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay Corporate Mailing Services, Inc. by expenditure authorization.

MINUTES

Department of General Services - Developer's Agreement No. 959-C

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 959-C with FRP Hollander, LLC, developer.

AMOUNT OF MONEY AND SOURCE:

\$137,760.00

BACKGROUND/EXPLANATION:

The developer would like to install various utilities and road-work to their proposed construction located in the vicinity of 7200 Pulaski Highway and 62nd Street. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A Letter of Credit in the amount of \$137,760.00 has been issued to FRP Hollander, 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. 959-C with FRP Hollander, LLC.

MINUTESDepartment of General Services - Minor Privilege Permit Application

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.	415 W. Franklin Street	Shell Realty, Inc.	Four double face non-illuminated bracket signs 2' x 2', one single face electric sign 42'6" x 3.25'
	Annual charge: \$1,338.52		
2.	11 S. Highland Avenue	Empire Property Management Inc.	Handicap ramp 15' x 4.5'
	Annual charge: \$ 70.30		
3.	1901 E. Federal Street and	St. Paul Community Baptist Church, Inc.	Two single face electric signs 15.57 sq. ft. 7.5 sq. ft.
	Annual charge: \$ 140.60		

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

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

MINUTES

Department of General Services (DGS) - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the Creative City Public Charter School Foundation, Inc. (Foundation). The period of the agreement is effective upon Board approval through August 31, 2013.

AMOUNT OF MONEY AND SOURCE:

\$47,250.00 - 9916-913900-9197-910006-703032

BACKGROUND/EXPLANATION:

The DGS has been provided funds from the Energy Efficiency and Conservation Block Grant for facility upgrades and retrofits that will significantly improve energy efficiency in facilities operated by Baltimore City non-profit organizations. The Foundation will use the funds for window replacement retrofits to the school to provide energy savings.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with the Creative City Public Charter School Foundation, Inc.

MINUTES

Department of Planning - Amendment to Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to the grant agreement with the U.S. Department of Commerce, Economic Development Administration (EDA). The amendment extends the period of the grant agreement through December 31, 2013.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On July 13, 2011, the Board approved a grant agreement in which the EDA provided the City with \$60,000.00 to support the upgrade and revision of the existing 2008 Comprehensive Economic Development Strategy (CEDS). Under the terms of this amendment, a new CEDS will be drafted to address emerging opportunities and to target key areas in the City where existing businesses can be strengthened. The initial grant agreement expires on July 20, 2013. This no-cost amendment extends the term of the agreement and authorizes a budget reallocation.

AUDITS NOTED THE TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment to the grant agreement with the U.S. Department of Commerce, Economic Development Administration. The Mayor **ABSTAINED**.

MINUTES

Fire Department - Amendment to Fire Fighters Grant

ACTION REQUESTED OF B/E:

The Board is requested to approve a time extension to the Assistance to Fire Fighters Grant - Fire Prevention and Safety Grant. The amendment extends the grant period through December 31, 2013.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

On September 12, 2012, the Board approved the original grant from the Federal Emergency Management Agency. The original grant period was July 20, 2012 through July 19, 2013. This amendment will extend the grant through December 31, 2013.

AUDITS NOTED THE TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved the time extension to the Assistance to Fire Fighters Grant-Fire Prevention and Safety Grant.

MINUTES

Mayor's Office of Employment - Modification No. 1
Development (MOED) to Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a modification no. 1 to grant agreement with the State of Maryland, Department of Labor, Licensing and Regulation (DLLR). The modification will extend the agreement through December 31, 2013.

AMOUNT OF MONEY AND SOURCE:

No additional funds are required.

BACKGROUND/EXPLANATION:

On February 27, 2013, the Board approved a grant agreement with the DLLR for the purpose of providing professional services to laid-off workers from RG Steel.

This modification will extend the grant period through December 31, 2013. The total amount of the grant is \$350,191.00. All other terms and conditions of the grant agreement will remain unchanged.

MOED did not receive its approved copy of the extension request until June 20, 2013 therefore, it was submitted late.

APPROVED FOR FUNDS BY FINANCE**AUDITS NOTED THE TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the modification no. 1 to grant agreement with the State of Maryland, Department of Labor, Licensing and Regulation.

MINUTES

Mayor's Office of Employment - Transfer of LIFE-TO
Development (MOED) -DATE Sick Leave

The Board is requested to approve the transfer of LIFE-TO-DATE sick leave days from the following City employees to the designated employee, Dennis Williams:

<u>NAMES</u>	<u>DAYS</u>
Donnice E. Brown	5
Lisa Christian	2
Lisa Cullings	1
Diautonia Saunders	5
Patricia A. Williams	5
Ernest F. Dorsey	2
Cheryl Horton	5
Patricia Thomas	5
	<u>30</u>

The transfer of sick leave days is necessary in order for Mr. Williams to remain in pay status with continued health coverage. The City employees have asked permission to donate the sick leave days that will be transferred from their LIFE-TO-DATE sick leave balances.

APPROVED FOR FUNDS BY FINANCE

THE LABOR COMMISSIONER RECOMMENDED APPROVAL.

UPON MOTION duly made and seconded, the Board approved the transfer of LIFE-TO-DATE sick leave days from the above-listed City employees to the designated employee, Dennis Williams.

MINUTES

Department of Finance - FY 2014 Renewal for - Insurance Coverage
for School Bus Automobile Liability

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the renewal of the School Bus Automobile Liability Insurance Policy through the incumbent carrier, Scottsdale Insurance. The policy will renew on July 1, 2013.

AMOUNT OF MONEY AND SOURCE:

\$353,718.00 - 2043-000000-1450-162900-603014

BACKGROUND/EXPLANATION:

The commercial market for School Bus Automobile Liability remains very limited. There are a total of 258 buses being covered under this policy. Due to increased claims activity, the renewal rate is \$1,371.00 per bus, which represents a 50% rate increase. In addition to the number of buses covered, two claims in particular; valued in excess of \$1,000,000.00 each, is the reason for the large increase in rate. One of the claims involved the death of a child.

The policy is being purchased on behalf of the Baltimore City Public School System for its school bus contractors. The City will be reimbursed for the premium in accordance with the July 1, 2006 Memorandum of Understanding concerning Self Insurance between the Mayor Rawlings-Blake and City Council of Baltimore and the Baltimore City Public School System.

The renewal request is late because the Office of Risk Management was still negotiating renewal terms and did not receive a final quote until June 28, 2013.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the renewal of the School Bus Automobile Liability Insurance Policy through the incumbent carrier, Scottsdale Insurance.

MINUTES

Department of Public Works/ - Agreement
Bureau of Water and Wastewater (DPW)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the Waterfront Partnership of Baltimore, Inc. The period of the agreement is effective upon Board approval for one year, with two 1-year renewal options.

AMOUNT OF MONEY AND SOURCE:

\$19,870.24 - 2070-000000-5501-397210-603016

BACKGROUND/EXPLANATION:

Under the terms of this agreement, the Waterfront Partnership of Baltimore, Inc. will provide ongoing cleaning and greening services to the DPW Eastern Avenue Pumping Station property, located at 751 E. Eastern Avenue, just east of the Inner Harbor. This will create a more attractive, safer, and enjoyable waterfront area for local residents and visitors.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with the Waterfront Partnership of Baltimore, Inc. The Mayor **ABSTAINED**.

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of task no. 008, to Johnson, Mirmiran & Thompson, Inc., under Project 1138J, Prettyboy Dam Gatehouse Repairs. The duration of the task is 73 weeks.

AMOUNT OF MONEY AND SOURCE:

\$ 68,530.30 - Water Revenue Bonds
52,377.07 - Baltimore County
\$120,907.37 - 9960-910301-9557-900020-703032

BACKGROUND/EXPLANATION:

The consultant will provide engineering services for the design, development, and bid ready phase for the repair and improvement of facilities at Prettyboy Dam Gatehouse. The consultant will complete the design plan and specifications for the improvements of the sluice gates, actuators, and cone valves.

MWBOO FOUND THE VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of task no. 008, to Johnson, Mirmiran & Thompson, Inc., under Project 1138J, Prettyboy Dam Gatehouse Repairs.

MINUTES

Bureau of Water and - Amendment No. 3 to Agreement
Wastewater (BW&WW)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 3 to the agreement with Hatch Mott MacDonald (HMM), for WC 1120, Guilford Pumping Station Rehabilitation Design. The amendment no. 3 extends the agreement through March 3, 2015.

AMOUNT OF MONEY AND SOURCE:

\$205,075.37 - Baltimore City Water Revenue Bonds
326,480.63 - Baltimore County
\$531,556.00 - 9960-901917-9557-900020-702064

BACKGROUND/EXPLANATION:

On November 3, 2010, the Board approved the initial agreement with the HMM to design Guilford Pumping Station Rehabilitation for a period of 18 months. The BW&WW has directed the HMM to evaluate the feasibility of reducing the buildings footprint by relocating the standby generator from the new out-building to the north side of the site. As a result, backup power would be provided by a second feed and reduce system redundancy not contemplated in the original agreement project specification and design. This represents a certain level of compromise to system redundancy that was not contemplated in the original project specification and design.

The Generator and Hypochloriate Building was disapproved by the Board of the Commission for Historical and Architectural Preservation (CHAP) on December 13, 2013, even though CHAP recommended this project to the Board. The CHAP Board requested revisions to the design and that it be resubmitted when the changes were done. Therefore, the Bureau is requesting the time extension of the existing agreement for 12 months and approval of Change Order No. 1 to make necessary design changes. The consultant was originally approved by the Office of Boards and Commissions and the Architectural and the Engineering Awards Commission.

MINUTES

BW&WW - cont'd

MBE/WBE PARTICIPATION:

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

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

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$368,518.80	9960-902917-9558	
County Appro-	Constr. Reserve	
priations	Water Pumping	
	Station Improv.	
231,481.20	" "	
Water Revenue		
Bonds		
<u>\$600,000.00</u>		
\$531,556.00	-----	9960-901917-9557-
		900020-3
		Engineering
68,444.00	-----	9960-901917-9557-
<u>\$600,000.00</u>		900020-9
		Administration

This transfer will provide funds to cover the costs associated with WC 1120, Amendment No. 3, Design of Guilford Pumping Station Rehabilitation.

MINUTES

BW&WW - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 3 to the agreement with Hatch Mott MacDonald for WC 1120, Guilford Pumping Station Rehabilitation Design. The transfer of funds was approved subject to receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter.

MINUTES

Department of Housing and - Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Wyman Park Center Council, Inc. The period of the agreement is July 1, 2013 through June 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$19,590.00 - 2089-208914-5930-426030-603051

BACKGROUND/EXPLANATION:

The organization will operate the Wyman Park Tutorial Program to serve as a support system for students who are potential dropouts, discouraged with schoolwork, and who require remedial educational assistance to maintain grade level standards. The funds will be used to subsidize the organization's operating costs.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Wyman Park Center Council, Inc.

MINUTES

Department of Housing and - HOME Loan
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve a HOME Investment Partnerships Program loan in an amount not to exceed \$1,680,000.00 (HOME loan) to Orchard Ridge Rental IV, LLC.

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

AMOUNT OF MONEY AND SOURCE:

<u>Sources</u>	<u>Uses</u>
\$ 4,325,000.00 - CDA Bond Loan	\$ 9,631,368.00 - Constr.
2,000,000.00 - MD DHCD Rental Housing Works	Costs (includes contingency)
1,680,000.00 - The HOME Loan	1,043,907.00 - Design- Related Fees
624,319.00 - The PRHP Loan	1,256,192.00 - Financing Costs
5,060,440.00 - Tax Credit Equity	1,634,415.00 - Developer Fee
<u>408,604.00</u> - Borrower's Equity	<u>532,481.00</u> - Guarantees and Reserves
\$14,098,363.00	\$14,098,363.00

Account: 9910-904275-9610

BACKGROUND/EXPLANATION:

The Housing Authority of Baltimore City (HABC) owns a 60-acre site located between Sinclair Lane and Erdman Avenue, where the former Freedom Village Apartments and Claremont Homes used to be

MINUTES

DHCD - cont'd

located, and is proceeding with a master-planned community known as Orchard Ridge. Orchard Ridge is being built with an approximately 464 newly constructed mixed-income rental and for-sale housing units and a community center. Orchard Ridge is expected to be constructed in six phases. The HABC has invested funds for the demolition of the existing buildings and City funds have been invested for infrastructure design and construction. After a Request for Qualifications process that began in 2004, the contract for the real estate redevelopment was awarded to the Developer on May 10, 2005. Construction has been completed for all of the prior phases: 1) Rental Phase I, 2) Rental Phase II, 3) Rental Phase III, and 4) Homeownership Phase I. Habitat for Humanity of the Chesapeake is also undertaking a second homeownership phase on the Orchard Ridge site.

This request is for the fifth phase of development, Rental Phase IV, which will provide 64 new rental units (the Project), all of which will be required to be made available for families with incomes at or below 60% of the Area Median Income (HOME restricted units). The sources of financing and income restrictions required by each source are further described under Lenders, *infra*).

The Orchard Ridge Rental Phase IV Project will be located at 4300 Maple Shade Drive, 4400-4412 and 4401-4413 Grape Vine Way, 4205, 5300-4310, and 4301-4319 Saint Clair Court, 4204 Maple Shade Drive, and 4333-4351 Orchard Ridge Boulevard.

The project is structured as follows: the HABC will enter into a ground lease with Orchard Ridge Rental IV, LLC (Borrower) for the lease of the land and will retain a long-term ownership interest in the project by creating a wholly-owned subsidiary to act as a non-managing member of the Borrower. The Borrower will enter into a development agreement with Pennrose Properties, LLC to develop the project. The HABC will also provide project-based Section 8 vouchers through a renewable housing assistance payment contract for 20 units, six of which will be maintained

MINUTES

DHCD - cont'd

as long term affordable (LTA) as defined under the Bailey Consent Decree. The City and the HABC will require that 14 one-bedroom units of the 20 units supported by project-based vouchers to be reserved for exclusive use for at least six years for Non-Elderly Persons with Disabilities (NED), in accordance with and meeting the requirements of the Bailey Consent Decree. A NED refers to a family whose sole member, head of household, or head of household's spouse is a person with a disability who is under age 62, who is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability-related reasons, and who is on the HABC waiting list for public or Section 8 subsidized housing.

The HOME loan will be used solely to finance a portion of the hard construction costs of the Project.

An appraisal was prepared on March 14, 2013, by Karen H. Belinko Appraisals, LLC. The future prospective investment value, "As Proposed" and at "Income-Restricted Rents Assuming Stabilized Occupancy," was determined to be \$12,000,000. The appraised value is below the total cost of the project. This is common in transactions involving LIHTC and affordable housing. The LIHTC provides equity, which achieves its return through a Federal tax credit rather than through the value of the property. Without the value of the LIHTC financing, projects with restricted rents could not be financed. Since the reduced rents decrease the appraised value, the combined debt is well under the appraised value, leaving only the equity exposed, which is, as noted above, relaying on tax incentives rather than the property. The DHCD is comfortable recommending the HOME loan under these circumstances.

MINUTES

DHCD - cont'd

Participating Parties:**Developer**

Pennrose Properties, LLC acting as developer, will guarantee construction completion. Pennrose GP, LLC will act as the managing member of the Borrower.

B. General Contractor/Architect

Harkins Builders, Inc./C.L. McCoy Framing Joint Venture will act as the general contractor. Wallace, Roberts & Todd, LLC will provide architectural services.

C. Participating Lenders:

The primary source of funding will be a loan of the proceeds of the sale of tax-exempt bonds (Bonds) by the Community Development Administration (CDA), a unit of the Division of Development Finance of the Maryland Department of Housing and Community Development (MD DHCD) as described below.

The terms and conditions of these funding sources are based on preliminary loan commitments and negotiations. Due to timing constraints imposed by the bond transaction, the bond pricing will be fixed subsequent to Board approval. For example, the bond loan interest rate may change, which could increase the proposed loan amounts. All terms described herein are based on the best information at this stage in financing negotiations. As such, it is requested that the Board grant delegated authority to authorize the Commissioner of the Department of Housing and Community Development to approve any loan amount variations associated with the mortgage financing.

CDA/Capital One, N.A. ("Capital One") - 1st Lien Position

The CDA expects to issue Bonds in an amount not to exceed \$7,300,000.00 and loan the proceeds to the Borrower (CDA loan). A portion of the CDA loan in the amount of approximately \$4,325,000.00 will be secured by a first lien on the Borrower's leasehold estate (CDA permanent loan). The remaining portion of the CDA loan in an approximate amount of \$2,975,000.00 will be credit enhanced through a letter of credit from Capitol One and is scheduled to be repaid from installments of tax credit equity with all payments made in full after the completion of

MINUTES

DHCD - cont'd

construction. The CDA permanent loan will be credit-enhanced through FHA's risk-sharing program. The interest rate for the CDA loan (and therefore the CDA permanent loan) will be locked upon sale of the Bonds and is expected to be approximately 5.00% but will not exceed 6.0%. The CDA permanent loan will commence amortization on a 40-year schedule no later than 18 months after conversion to the permanent phase.

MD DHCD Rental Housing Works Program (RHW) - 2nd Lien Position

MD DHCD will make a loan from its RHW program in an amount up to \$2,000,000.00 (RHW loan) to fund permitted development costs. No interest will be charged on the RHW loan during the construction period of no greater than 18 months, which will include up to three months for cost certification. The RHW loan will have a permanent loan term of 40 years following completion of construction during which time interest will be charged at a rate of 2% per annum and payments from 50% of available surplus cash will amortize the RHW loan on an even schedule.

Baltimore City HOME Program - 3rd Lien Position

The construction loan period will be coterminous with the superior mortgages, the permanent loan period will be 40 years from the date of construction completion (HOME maturity date). The interest rate during the construction loan period and the permanent loan period will be set at 0.0%. No payments on the HOME loan will be required during construction, but following completion of construction, annual payments of principal and interest will be due from the Borrower in an amount necessary to fully amortize the principal sum through the term of the HOME loan (HOME payments). However, any HOME payments made by the Borrower will be paid from 25% of the surplus cash generated by the project, and to the extent such surplus cash is not available, the HOME payment due and owing will be deferred. The outstanding principal balance and any deferred and accrued interest is due and payable on the HOME maturity date. The HOME loan will be long-term, subordinate, non-recourse debt.

MINUTES

DHCD - cont'd

MD DHCD Partnership Rental Housing Program ("PRHP") - 4th Lien Position.

The PRHP loan will have a construction period not to exceed 18 months, such term to include up to three months for cost certification. The PRHP loan will mature 40 years after the end of the construction period (Maturity date). Except as provided in the documents evidencing the PRHP loan (PRHP loan documents), all payments of principal and interest will be deferred so long as: (i) the project is owned and operated by the Borrower as a PRHP project, (ii) there is no event of default, (iii) there is no refinancing, sale, transfer or conveyance to an entity, or (iv) there is no encumbrance of all or any portion of the project without the prior written consent of the MD DHCD (each, an Event of Repayment). Should an event of repayment occur, the Borrower will repay to the MD DHCD, the entire principal of the loan plus interest accrued at the rate the State pays on the General Obligation Bonds that fund the PRHP loan (but in any event no greater than 9%) plus certain costs, all as set forth in the PRHP loan documents. Should no event of repayment occur, the Borrower will agree to pay at the maturity date, and the MD DHCD will conditionally assign to the City, all pursuant to the PRHP loan documents, the principal amount of the PRHP loan, together with interest accruing at a rate of 0.25%. The City will agree to restrict the use of funds received from the Borrower, pursuant to the PRHP loan documents, to rental housing projects consistent with the statute and regulations enabling the PRHP program. The PRHP loan requires that all units be occupied by households with incomes at or below 50% of the State Area Median Income.

MBE/WBE PARTICIPATION:

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

MINUTES

DHCD - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
\$1,680,000.00	9910-921012-9609	9910-904275-9610
Federal HOME	HOME FY2012	Orchard Ridge
FY 2012	Reserve	Rental Phase IV

This transfer will provide Federal HOME funds to Orchard Rental IV, LLC for the construction of 64 residential units of rental housing.

UPON MOTION duly made and seconded, the Board approved the HOME Investment Partnerships Program loan in an amount not to exceed \$1,680,000.00 to Orchard Ridge Rental IV, LLC. The Board further authorized the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction **SUBJECT** to review and approval for form and legal sufficiency by the Department of Law. The transfer of funds was approved subject to receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter.

MINUTES

Department of Housing and - Local Government Resolutions
Community Development

The Board is requested to approve and authorize execution of the following local government resolutions.

The following organizations are applying to the State of Maryland's Department of Housing and Community Development (MD-DHCD) for Community Investment Tax Credit (CITC) funds. A local government resolution of support is required by the State for all applications to this program for funding.

<u>Organization</u>	<u>Amount</u>
1. MARANATHA APOSTOLIC TEMPLE	\$15,000.00
	(CITC)

The mission of the Maranatha Apostolic Temple, located at 701 East 25th Street, is to provide spiritual support, life building skills, resources, and a healthy environment for individuals to learn and grow as people and professionals.

These tax credits will support the Maranatha Apostolic Temple and its Youth Entrepreneur and Vocational Training Program that seeks to increase the organization's ability to provide educational material, staff, vocational training and entrepreneur workshops to prepare youth for highly sought after careers and services.

2. CHILDREN'S SCHOLARSHIP FUND BALTIMORE	\$40,000.00
	(CITC)

The mission of the Children's Scholarship Fund Baltimore, since 1999, is to help low-income Baltimore parents take charge of their children's education by providing scholarships to send their children to a kindergarten through eighth grade school of their choice. Children's Scholarship Fund Baltimore is part of a national organization with twenty-nine partner organizations.

Since 1998, the Children's Scholarship Fund of Baltimore has provided assistance to more than 1,000 students. All

MINUTES

DHCD - cont'd

Organization

Amount

scholarship recipients are eligible for partial tuition assistance based on family income. All recipient families must contribute a minimum of \$500.00 per year towards their child's education. All students are selected at random from a waiting list.

3. **COMMUNITY CONFERENCING CENTER** **\$30,000.00**
(CITC)

The Community Conferencing Center, located at 1500 Union Avenue, proposes to conduct a community-based crime and conflict resolution initiative in Baltimore City designed to prevent and reduce female youth crime. The organization provides ways for people to safely, collectively, and effectively prevent and resolve conflicts and crimes.

4. **MARYLAND FOOD BANK, INC.** **\$40,000.00**
(CITC)

Maryland Food Bank, Inc., located at 2200 Halethorpe Farms Road, proposes to alleviate hunger and food insecurity across the City. The organization will provide millions of pounds of low-to-no-cost food to a network of partner organizations serving City residents who live below the poverty line.

The project, Youth Hunger Program, helps the Maryland Food Bank, Inc. combat childhood hunger in Baltimore by encouraging parental volunteerism in a School Pantry Program, feeding children after school and during the summer through an At Risk Supper Program, and a Summer Food Service Program.

MINUTES

DHCD - cont'd

5. **HABITAT FOR HUMANITY OF THE CHESAPEAKE** **\$50,000.00**
(CITC)

The mission of Habitat for Humanity of the Chesapeake is to create affordable homeownership opportunities for families in need in reemerging neighborhoods by either rehabilitating abandoned housing stock or building new homes while also creating self-sustaining homeowner communities, and providing no-interest mortgage loans.

The tax credits will allow the organization to continue to build capacity for homeowner education programs and restores, a social enterprise that supports construction.

6. **MARYLAND VOLUNTEER LAWYERS SERVICE** **\$50,000.00**
(CITC)

The mission of the Maryland Volunteer Lawyers Service is to provide free quality civil legal assistance to Marylanders with limited incomes. The core pro bono program matches one skilled volunteer lawyer to one client in need of legal assistance.

The volunteers provide representation on a wide variety of issues including bankruptcy, landlord-tenant, denial of public benefits, foreclosure, wills, consumer rights, divorce, custody, name and deed changes, tax disputes, school discipline cases, and more to low-income individuals and families.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned local government resolutions.

MINUTES

EXTRA WORK ORDERS AND TRANSFER OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following pages:

2784 - 2785

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC, and MWBOO,

unless otherwise indicated.

The Transfer of Funds was approved

SUBJECT to receipt of a favorable report

from the Planning Commission,

the Director of finance having reported favorably

thereon, as required by the provisions

of the City Charter.

MINUTES

EXTRA WORK ORDERS

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext. Compl.</u>
<u>Bureau of Water and Wastewater</u>			
1. EWO #027, \$155,939.43 - WC 1164, Towson Finished Water Reservoir Cover and Miscellaneous Repairs			
\$18,393,000.00	\$ 238,986.45	Whiting-Turner Contracting Co., Inc.	0 75
2. EWO #045, \$ 35,590.00 - WC 1164, Towson Finished Water Reservoir Cover and Miscellaneous Repairs			
\$18,393,000.00	\$ 634,092.05	Whiting-Turner Contracting Co., Inc.	- -
3. EWO #001, \$ 0.00 - SC 851, Painting Rehab of Elevated Water Tank & COX Tanks at Patapsco Wastewater Treatment Plant			
\$ 1,026,000.00	-	Whiting-Turner Contracting Co., Inc.	120 80
4. EWO #012, \$114,061.17 - SC 867, Rehabilitation/Replacement of Southwest Diversion Pressure Sewer-Phase II			
\$ 6,674,000.00	\$ 777,478.63	Spiniello Companies	0 100
5. EWO #019, \$198,539.05 - SC 8526, Sludge Digester Facilities at the Back River Wastewater Treatment Plant			
\$38,667,000.00	\$ 27,516.17	Ulliman Schutte Construction, LLC	0 23.40

Department of Transportation

6. EWO #004, (\$ 10.88) - TR 10301, North Charles Street Reconstruction from 25 th Street to University Parkway			
\$23,255,202.10	\$ 18,797.00	Concrete General, Inc.	- -

MINUTES

EXTRA WORK ORDERS

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

Department of Transportation

- 7. EWO #008, \$ 38,496.95 - Project No. 1007, Dundalk Avenue Streetscape

\$ 518,077.84	\$ 453,973.85	Jacobs Engineering Group, Inc.	-	-
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- 8. EWO #002, \$ 8,359.27 - TR 10313, Greater Edmondson: Village Street Lighting Improvements

\$ 722,713.60	\$ 0.00	Civil Construction, LLC	-	-
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TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
9. \$125,000.00 FED	9950-944002-9507 Construction Reserve Reserve for Closeout	9950-905784-9514-2 Edmondson Village Street Lighting

This transfer will cover the deficit in the account to close out the project TR 10313, Greater Edmondson: Village Street Lighting Improvement awarded to Civil Construction, LLC.

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

The Board is requested to approve and authorize execution of a lease agreement with The Parking Authority of Baltimore City (PABC), tenant, for the rental of approximately 3,944 square feet of space located at 510 Fallsway. The period of the lease agreement is July 1, 2013 through June 30, 2016, with an option to renew for an additional two years.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Installments</u>
\$22,323.04	\$1,860.25

BACKGROUND/EXPLANATION:

The tenant will be using the leased premise as office and workshop space to operate the Parking Authority of Baltimore City Meter Shop. The City will be responsible for maintenance of the interior common areas, exterior of the building, the parking area, and provide plumbing, air conditioning, heating, and pest control services. The City will also provide and pay all utilities. The tenant will be responsible for liability insurance and the sole expense of maintaining the overall care and condition of the interior and entrance ways to the leased premises. The tenant will be responsible for its telephone and computer services.

The Space Utilization Committee approved this lease agreement at its meeting on June 25, 2013.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with The Parking Authority of Baltimore City, for the rental of approximately 3,944 square feet of space located at 510 Fallsway.

MINUTES

Space Utilization Committee - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a lease agreement with Mr. Andrew J. Bartenfelder, tenant, for the rental of a portion of the property known as 4566 Ridge Road, consisting of approximately 20 acres of farmland. The period of the lease agreement is July 1, 2013 through June 30, 2014, with the option to renew for two additional 1-year terms.

AMOUNT OF MONEY AND SOURCE:

Annual Rent

\$1,311.27 - to be paid in advance

BACKGROUND/EXPLANATION:

The leased premise is for agricultural purposes of growing crops, as well as any work to be completed by a licensed Wildlife Cooperator.

The City will not be responsible for damages because of interruption in utility services. The tenant will be responsible for furnishing, maintaining, and paying for all utilities including such services as electrical power, heat, sewer services, and water.

The Space Utilization Committee approved this lease agreement at its meeting on July 9, 2013.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with Mr. Andrew J. Bartenfelder for the rental of a portion of the property known as 4566 Ridge Road.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

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

2789 - 2829

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

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

The President voted **NO** on item Nos. 1 & 2.

The Comptroller **ABSTAINED** on item Nos. 9 & 10.

MINUTES

RECOMMENDATION FOR CONTRACT AWARDS/REJECTIONS

Bureau of Water and Wastewater

1.	WC 1255, Meter Setting Installation and Water Main Replace- ments at Various Locations, East Baltimore and Locust Point	Spiniello Companies	\$3,113,300.00	
	MBE:	M. Luis Construction Co., Inc.	\$300,000.00	9.64%
		Fallsway Construction Co., LLC	50,000.00	1.61%
		JJ Adams Fuel Oil Co., LLC	45,000.00	1.44%
		WCS Hughes, Inc.	166,000.00	5.33% ¹
			\$561,000.00	18.02%
	WBE:	R & R Contracting Utilities, Inc.	\$218,000.00	7.00%

¹WCS Hughes, Inc. is not in good standing with the Maryland State Department of Assessments and Taxation. If awarded, the bidder will be allowed to substitute an approved MBE if WCS Hughes, Inc. is not in good standing at the time of award.

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$4,109,556.00 Water Revenue Bonds	9960-9558-906133 Constr. Reserve Meter Replacement	
\$ 311,330.00	-----	9960-905658-9557-2 Extra Work

MINUTES

RECOMMENDATION FOR CONTRACT AWARDS/REJECTIONS

Bureau of Water and Wastewater - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
311,330.00	-----	9960-905658-9557-3 Engineering
186,798.00	-----	9960-905658-9557-5 Inspection
3,113,300.00	-----	9960-905658-9557-6 Construction
<u>186,798.00</u>	-----	9960-905658-9557-9 Administration
<u>\$4,109,556.00</u>		

The funds are required to cover the cost of award W.C. 1255, Meter Setting Installation and Renew Water Main Replacements.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

A PROTEST AND A SUPPLEMENTAL PROTEST WERE RECEIVED FROM THE R.E. HARRINGTON PLUMBING AND HEATING, INC.

President: "The third item on the non-routine agenda can be found on Page 55, Item 1, and 2 WC 1255, Meter Setting Installation and Water Main Replacements at Various Locations --."

Deputy Comptroller: "Excuse me, Mr. President --."

President: "East Baltimore and Locust Point."

Deputy Comptroller: "Excuse me, Mr. President for the Motions are you taking them separately?"

MINUTES

President: "I can't hear you."

Deputy Comptroller: "For the Motions, are you taking them separately for the two Council Bills -- two together?"

President: "Well, these are two separate--"

Mayor: "We did two separate votes. Yes, we did two separate votes. There's three bills."

President: "There's two."

Mayor: "It's three."

President: "232, 233. I only had, I only had two protests, that's all I had on here. All I had was two."

Comptroller: "It's three."

President: "All, we received was two. Now what bill was that on?"

Mayor: "See?"

President: "Well, these are the only two that you protested."

President: "Right?"

Comptroller: "All three."

President: "I didn't know you protested all three."

City Solicitor: "The first Motion was to approve all of the items on Pages 1 and 2 that were on the non-routine agenda."

MINUTES

President: "Right. Are you saying there was another protest as well on Council Bill, what page was that?"

Deputy Comptroller: "Page two. But, Mr. President, when they were called, you called for the first one separately, and then the second one."

President: "Right, because the second one, um, the Comptroller said that her questions was answered. Well, we can always go back."

Deputy Comptroller: "Yes, I think we should make sure the record's very clear."

President: "I only had two protests."

City Solicitor: "Non-routine items on Pages 1 and 2."

Mayor: "If I may, Mr. President?"

President: "Go ahead."

Mayor: "The City Solicitor said his Motion was to approve all of the City Council bills on Page 1 and 2 in the initial Motion."

Comptroller: "What I'd like to do is to make a correction because I'm voting "No" on all three bills."

City Solicitor: "Okay. I understood you to vote "**NO**" on that first Motion that I made, which was intended to encompass all of the non-routine items on Pages 1 and 2."

MINUTES

President: "Well, I'll take a Motion on Council Bill 13-0232."

City Solicitor: "0232?"

President: "Yes."

City Solicitor: "Move approval of 0232 on Page 1 contained in the non-routine agenda."

President: "Is there a Second? Second. All in favor say 'AYE.'
All who oppose say "NAY."

Comptroller: "NAY."

President: "The Motion carries. Please note the Comptroller votes **NO**. The Council President **ABSTAINS**."

Mayor: "Okay, thank you."

President: "The third item on the non-routine agenda is on Page 55, Item 1, W. C. 1255, Water Setting Installation and Water Main Replacements at various locations, East Baltimore and Locust Point and Item 2, the transfer of funds. Will the parties, please come forward?"

Mr. Michael Lentz: "Good morning, Mr. President. I'll move forward if that's okay. Why don't you put it back up there?"

Mayor: "Yes, Go ahead and then you can just tilt it down."

MINUTES

Mr. Lentz: "I apologize for that. Am I being picked up?"

President: "Just identify yourself."

Mr. Lentz: "Good morning Mr. President, Madam Mayor Rawlings-Blake, I'm Michael Lentz of Wagenheim Law. With me is Ward Coe, both on behalf of R.E. Harrington. With us in the gallery is Mr. Harrington and several other members of R.E. Harrington. Uh -- We're here today to ask the Board -- first of all I'd like to thank the Board for the opportunity to address you all this morning. Um, as you know from our submission, we're here today to ask the Board to reconsider its earlier decision and award this contract to the uh -- low responsive bidder, R.E. Harrington. Uh -- this contract R.E. Harrington came in as the low bidder by \$417,200.00 which is of course, a substantial sum, something on the order I believe, five, seven percent. Both R.E. Harrington and Spiniello, the company to whom the contract was ultimately awarded, were in technical non-compliance as of the date of submission. Spiniello requested and apparently received a leave to substitute one of its sub-contractors and cure the non-compliance. R.E. Harrington can cure the non-compliance via a similar substitution as set forth in our submission. Uh -- the two sub-contractors at issue in R.E. Harrington's submission were CSI, which was, uh -- whose MWBOO certification had lapsed, apparently because the MWBOO had temporarily mislaid the renewal

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paperwork and CCTV, which was uh -- not certified to work on a certain part of the project, but not certified to work on water mains. When R.E. Harrington submitted its bid, it did so based on representations from the MWBOO that, uh, that CCTV, was in fact, certified to work on all pertinent parts for which it was being offered. Um, R.E. Harrington can substitute a contractor, a sub-contractor that's already part of the bid, namely P & J Contracting, they can just take over the uh, pieces of the bid that were to be worked on by CSI and CCTV so there will be functionally no change to the bid other than the minor substitution. Um, what you have is, you have an instance where you have two non-compliant bidders, both technically non-incompliant, both able to be in compliance, both presumably able to do the work and one of whom is able to do the work at a price that is going to save the City \$417,000.00, uh -- and we would respectfully submit that the Board, especially in these economics times, should, should exercise its authority to either permit a substitution or to waive the requirement as it's permitted to do under the City Code. In either event, this contract should be awarded to the entity that is able to do the work at a substantial savings to the City of \$417,000.00. There's just no good reason to explain why the City is going to choose to voluntarily spend \$417,000.00 more than it needs to --

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to have this contract performed and before I yield, I'll check with my colleague to see if he has anything more he'd like to add."

President: "Come up to the mic."

Mr. Ward Coe: "Mr. President, Madam Mayor, Members of the Board, it's simply --"

President: "State your name."

Mr. Ward Coe: "Ward Coe, Gallagher, of Evelius and Jones for R.E. Harrington. Sir, the objective is to get the work done at the lowest price by competent contractors who will meet the MBE goals. Harrington, by substituting, will do that, and as my colleague said, save the City \$417,000.00. It seems a simple matter, and certainly in the public interest, to make this award to Harrington. Thank you."

Mr. Corey: "Good morning members of the Board. I'm Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. My first comment is, that uh -- my colleague here said, that uh -- um -- the MWBOO office mislaid the uh -- renewal application of Consolidated uh -- Services. That's not true. Um -- the time line, uh -- we went through everything with Consolidated. I met with him and, it went like this. Uh -- he was certified in 2011. His uh -- certification expired in January 2013. We received his renewal application on May 7, 2013, which was six days after the

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bids were opened, and we sat and met with him, and talked with him and we have no record of ever receiving his renewal application prior to May 7, 2013. Insofar as there being two non-compliant bidders, we disagree with that as well. We found Spiniello compliant on this bid. Um, one of the contingents in Mr. Wagenheim's um -- uh-- protest is, that um, Spiniello achieved only 17.9% of the MBE goal. Uh -- that's .01 percent. We find that amount insignificant, and we never find someone non-compliant for such a small amount. Uh -- that's a long-standing practice that we've upheld here before the Board, um -- we don't find people non-compliant on that particular scenario. Uh -- the other thing is that part of what he's asking the Board to do, the substitution. That's available to what the law considers contractors and those are post-award remedies. At this stage, uh -- Harrington is a bidder, and those things, the substitutions, are not available to him. You have to be compliant with the law at the time of bid opening. In this instance, R.E. Harrington uh -- was not. Um -- Consolidated Services was not certified at the time of bid, and CCTV was not certified to provide the services for which it was put down to provide. CCTV is only certified for uh -- TV inspection, and the services for which Harrington wanted to use him for were not, he was not certified to provide that. He came in uh -- I think on

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May 8th, that is CCTV, asking to be certified for these additional services, but that was well after the bids were submitted and were opened. So, we find them in compliance."

President: "You can come on up."

Ms. Monique Smith "I'm sorry, I apologize."

President: "Excuse me for one minute."

Ms. Smith: "Good morning Honorable Mayor, Miss Pratt. Excuse me. I'm a little nervous, first time -- and Mr. Young."

Comptroller: "State your name."

Ms. Smith: "I'm sorry, my name is Monique Smith, Business Operations Manager for R.E. Harrington Plumbing and Heating and um -- as the protest was submitted from the attorney, there is a lot that is going on across the contract and I know it's -- it's really sporadic. Um -- the documentation in reference to Mr. Consolidated um -- was submitted for January 14th. It was a renewal, he's, he's performed he's WSSC certified, WBE, certified. It was a renewal. Yes, we clearly understand that we missed the bar. Um -- what I had a serious concern was we didn't miss it, I'm sorry, until after the fact. Um -- we notified Mr. Consolidated, he provided us a January 14th notarized document copy. He -- I specifically asked him please go and check your verification again. This is crucial for the City of Baltimore, our company, your company, keeping this business for this

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resident. He went downtown -- he asked the young lady -- I submitted my documentation. So yes, Mr. Corey is right, he did come down at that time and he acquired it from a submission of January 14th. I specifically was on the phone, and I said you asked any representative to please submit to you a copy of the register and/or docket as a recorded element in there that confirms and he asked, he was denied. There was an appointment set with Mr. Corey the following day with Consolidated -- where he met -- at which time a copy was presented -- interviewed and an extension was done. It breaks my heart that as of this day, someone could, assumably, I apologize, have approved that paperwork in January. I realize that an error happened after in May 7th, resubmitted, that they met personally with Mr. Corey and they gave him an extension until July 12th, and submitted today from the MBE-WBE web site, that a struggling company was trying to win and -- and reach our goals, which we entrusted the MWBOO department to do. As of last night I learned again that he has been given another extension until September the 12th. That's alarming to me when we're fighting for MWE's and WBE's. This was the president of a company that came around and said, "Yeah, this was a conflict, your conflict, my conflict, you can't even prove it to me that my documentation was submitted for review." Yeah, okay, even if it was presented on May 7th, for it to be

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given on May 7th, an extension, to -- uh -- July 12th, and I checked it as of last night, another extension has been given until September, which means, when you look at the documentation, any large company or general, is gonna look at that and say, 'Well, wow, why did you give an extension?' What's wrong with your paperwork?" The point of the question is R.E. Harrington Plumbing and Heating submitted to the City of Baltimore for over 20 years, ours expired on June 13, 2013 as an MBE. I submitted my paperwork on May 1st. On May 1st, my paperwork didn't expire until June and I'm given an extension? I had lost two opportunities for job placements because it showed that I had expired. The contractor did not call the MBE or call to find out what was goin' on with Harrington. We were passed by because we had expired on June 12th, and were given an extension. Again, it's a complex situation. The only-- yes, and uh, and that's the only documentation that I have."

Comptroller: "Can I have --?"

Ms. Smith: "Yes ma'am."

Comptroller: "Mr. Corey, you said that --"

President: "Talk in the mic please."

Comptroller: Mr. Corey, you said that um, the renewal came May 7th after the bids were opened. Were they in compliance or were they not in compliance when the bids were open?"

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Mr. Thomas Corey: "They were not in compliance at the time the bid was opened."

Mayor: "Can you step back from the mic please?"

Ms. Smith: "I'm sorry. I apologize."

Mr. Corey: "They were not in compliance at the time the bid was opened because Consolidated was not certified at the time."

Comptroller: "Okay."

Mr. Corey: "We have no record of his application prior to May 7th. He came in, we had a discussion with him, and at the time of the discussion, we also called Mr. Harrington, and I have a note that I made on the date that that conversation took place, on which Mr. Harrington could be heard, saying that he knew that Consolidated was not certified at the time that the bid was submitted."

City Solicitor: "I'm sorry. When did that conversation take place?"

Mr. Corey: "May 7th."

City Solicitor: "Thank you."

Mr. Corey: "At 4:20 p.m. The other thing is she made a point about the extension. It is our routine that if you submit a renewal application, on the day that you submit it, a renewal application, we extend you until we have an opportunity to review a renewal application and get it done. R.E. Harrington

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had the same issue, when they submitted a renewal application, which was inadequate, I gave them an extension, I called them and told them that your renewal application needs some, some further documentation and some signatures. But it's a routine process, that when you submit a renewal application, no matter what day it is, we don't care, we extend you until we have an opportunity to review the application and make a determination."

Comptroller: "She can continue."

Ms. Smith: "Again, again, I apologize. It, it's, it's, it is a lot and everything that Mr. Corey - is -- from his interpretation, is correct. But, being refused a copy of the docket that showed that date, because the conversation also was that he's being shown the month of May for the receipt, when in fact he should have been showed what transpired in January when his paperwork came in. That's why the meeting again was scheduled for the following day where it was not provided. So again, Consolidated must have felt that it was not provided. Again, I feel that we did our due diligence when it came to that. It's not like this gentleman is brand new, that he hasn't done any work in certifications, um -- we've worked with organizations like that before."

Director of Public Works: "Excuse me. You've said previously that there was a meeting in January?"

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President: "Mr. Foxx, can you talk directly into the mic, will you?"

Director of Public Works: "You said previously that there was a meeting in January, right?"

Ms. Smith: "I apologize. What I indicated was that the submittal was submitted in January, January 14, 2013."

Director of Public Works: "Documents was submitted, right?"

Ms. Smith: "Umm hmmm, yes sir, right. In May, in May when we discovered it, we had asked for a copy of the register that shows when those submittals are in receipt, at which time, on May 7th, it was denied a copy of the register that would have reflected it. So, who's to say that it was not in receipt because he was denied it?"

Comptroller: "Have you received a copy of the?"

Ms. Smith: "No ma'am, we have not. He was informed on the following day, the 8th, that "Okay, you're in and everything is okay" is verbatim of exactly what he said, what Mr. Corey said "they're okay", which means to him that he had gotten an extension. It wasn't verification in which he did inquire about the submittal in January. All he was looking for was for verification for support of what Mr. Harrington had already had, the fact that he had it, and again, showing our company and again, I've been doing this for 10 years even when I was new

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I've never allowed ours to fail. For me to say that May 1st and it doesn't even expire until June 13th and I have to wait and lose business and get an extension? I understand that the process. I am showing that I, as a minority business, have struggled to fight and you've said it earlier, 'to win in the greatest City of Baltimore.' We pay for what the City pays, to support our small businesses, and there aren't too many companies. I met with Mr. Corey on June 12th on a contract with Mr. Harrington. He presented that going forward that there's going to be a requirement that all contractors show proof that you're meeting the participation goal, that you show proof as it goes along, to prevent sub-contractors having to call in and complain, saying that they're not. I am handing Mr. Corey a copy of Mr. Harrington's track record for the last five contracts, that not only had we met the MBE/WBE participation of those, but that we have exceeded them. Will you excuse me, I am nervous. Mr. Corey asked me if he could keep a copy of my report, because that's how strong it was, that we were. Our sole intention when we bid this job was to continue the track record. I support Paul Taylor of the Minority Business, business organizations, as well. There are small firms that come through; the Baltimore youth programs. Again, the contributions that we make as a City, we keep these kids employed. We're in our City fighting for what

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we want. Yes, we make mistakes. I feel that everybody made a mistake on all of those contracts. Each one of the contractors made an error, and I'm only asking for the same chance as one can get from the State and the City Charter. I'm not asking. I'm not saying anything about the process, it doesn't mean Spiniello again, I'm a strong company, we have been all along. We utilize all the programs. Again, you said it yourself, right, 'Use the powers that we have to make the City stronger' and we have a track record of doing just that. And I would just like again -- I understand that they made an error. We made an error -- just a chance to correct and we really made the correction. We have two MBE's that are currently in the process when we realized it, so at this -- to support the two people that we have which I too have the document from, uh -- CCTV. (inaudible) It just shows the extent what we have worked to get the MBE's/WBE's. I took notarized affidavits. I, I, I worked with them for the simple fact -- to be all along, and that's all I'm asking. I'm not asking for any favoritism, I'm just here as a general contractor, well not a general, I'm an MBE. We have used the resources in the City to show that we are utilizing all the processes available to us that's all. It's not about error or mistake and what have you and me saying look at the economical times we're in constantly (inaudible). If I can save

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\$400,000.00, but made a small error like Spiniello did, why are we charging the taxpayers \$400,000.00? (inaudible)?"

Mr. Corey: "Mr. President, may I respond to one thing? Um -- she made the point that, um -- R.E. Harrington was extended, and she lost business. When a company is extended, their certification is in full force and effect, and when companies call and ask whether they've been extended, if their certification is good, we tell them yes, so if she lost business, it's only because the prime who wanted to use them, did not call to make sure that they were in, still certified. Nor did R.E. Harrington for that matter, call and ask, because it's always been the practice of this office for all the years that I've been here, when we extend you, you are still fully certified and you are still eligible to participate as an MBE or WBE on the contract. So, if they lost any business, it was through no fault of my office. One other thing--"

President: "Let Mr. Corey finish."

Mr. Corey: "Consolidated and CCTV, Consolidated did not submit an application on, in January as he proposes, or says. Uh -- we went through our records, uh, we went through them while he was there, to show him that they, that he did not submit it, and at the end of the conversation, he agreed to that. This is his words: 'If we hadn't done it, we should accept it now.' Well you

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should, you should accept the newer obligation, but that's after the bid, and so they're not certified. Even if we go through a point and say 'Okay, we accept his certification, that he was certified at the time. We still have a problem with CCTV. They're not certified to provide the services, so they would still be found as non-compliant. It has been the position of this Board, throughout my tenure here, that if a company is non-compliant at bid opening, we do not award it to them. If we throw that process and procedure out, we may as well throw the program out because we have to have a level playing field for this program to work."

Mr. Robert Dashiell: "Mr. President, may I be heard very briefly?"

Mr. Lentz: "I'll defer to my colleague, but I've already spoken once, but I'd like to be heard."

President: "Well, we're going to hear from him first and we'll come back to you. Oh, wait a minute. No, we're going to hear from Mr. Dashiell and we'll come back to you."

Mr. Dashiell: "Mr. President, Members of the Board, I represent Spiniello Contractors -- and Mr. Corey, doesn't need my assistance. He has been correct in everything that he has said to the Board this morning about the MBE program. But, I just want to correct one thing. Two or three people have said, from

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Harrington, that, that Spiniello, my client, uh -- requested a substitution. That's not true. We not only did not request a substitution, we didn't need one. We're talking about, I believe, the assertion that one of the subs at the time of the bid, 'was not in good standing with the State Department of Assessments and Taxation.' That has no legal significance whatsoever. That is the State's way of warning you that you haven't filed something that you need to file, and if you don't, you will eventually be, be uh, you will be -- your Charter will eventually be forfeited. Well, that never happened. That company's Charter was never forfeited. It is, in fact, in good standing today and so we never requested, and never needed a substitution of any kind. Mr. Corey already addressed the matter of the decimal points and the calculation of the percentages and -- but -- and as another point, as I pointed out to you, in the letter that I submitted in response to this protest. The fact of the matter is that Harrington's bid was non-responsive before it ever got to the issue of MBE participation. Harrington never completed the bidder affidavit in the package. I thought it was odd when I originally reviewed, when I initially reviewed the original bid in the Department of Public Works. There is a bidder affidavit in the proposal that every contractor has to complete. It, it, it, it reflects such an important measures as

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'Have you ever been de-barred?' 'Have you ever been -- have you ever been found guilty of a crime that would disqualify you from bidding?' There are five or six different affirmations that every bidder is required to make as a part of having a responsive bid. Harrington didn't complete any of it. They submitted it. They signed it, but submitted it in blank. The bid should have been rejected on day one before it ever got to the MBE issue."

City Solicitor: "I think there are a number of blank spaces on those affidavits which do not have to be completed. As long as the rest of the affidavit is complete there has to be --"

Mr. Dashiell: "No, no, Mr. President, if you look at the affidavit, if you look at the affidavit, I'll give you a copy. I'm not talking about the ones where no answer is required, I'm talking about paragraph one, two, three, four, and five -- all paragraphs on the affidavit that require specific written affirmations and they are blank."

City Solicitor: "That's okay. I'm personally relying on the MWBOO issue with regard to the Harrington submission."

Mr. Dashiell: "I just, I just wanted, I just wanted to point out the fact that in addition to the MBE issues, which Mr. Corey has covered, the fact of the matter is the bid was non-responsive for other unrelated issues, as well. Thank you."

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Mr. Lentz: "Thank you Mr. President. In response to the, I think we got a little bit far afield, with extensions and CSI and CCTV. The reference to the - uh -- to the technical non-compliance by Spiniello was in fact, relating to the small percentage deviation, referenced by Mr. Corey, and to the fact that WCS, one of the sub-contractors, was identified as not in good, was correctly identified as not in good standing on his Board's prior agenda for the July 3rd meeting,"

Comptroller: "Right, right."

Mr. Lentz: "-- and, and, I believe that WCS is now in good standing, but on the prior agenda, this Board indicated, and I'm not quoting, but the substance here is that Spiniello would be allowed a substitution, and so that was my reference when I said they're going to substitute, that R.E. Harrington ought to be allowed to substitute. Um -- there is precedent, recent precedent, for this Board to do exactly what I'm asking the Board to do this morning. It was in the TSI decision that we, sorry TCS decision, TSI -- TCS decision that I cited in our memorandum in which a vendor was in substantial, though not technical, compliance, was awarded a contract because he was the low bidder and the technical compliance was either waived or permitted or was exonerated by a substitution. So, at the end of the day, there is precedent for exactly what we're talking

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about, and it's recent precedent, and it was about six weeks ago to do exactly this for the same reasons that we are asking you to do it for at the end of the day, what we're talking about is, how do we get this contract performed in the best interest of the City, and I would respectfully submit to Madam Mayor Rawlings-Blake, Mr. President and the Board, that the best interests of the City do not involve paying \$417,000.00 extra because of what was, at very best, a tiny technical non-compliance on both sides. Now, Counsel asserts, correctly I believe, that WCS is now in good standing, but in any event, as we've heard several times from several people, they propose that R.E. Harrington ought to be evaluated as of the date of bid submission, and so I think we need to compare apples to apples in that regard and if you do that, there's no doubt about what's in the best interest of the City, and it's not about spending \$417,000.00 additional dollars to do this job."

Comptroller: "Question -- has this Board ever approved a contractor who is not certified to do specific work after the bids have been opened?"

Mr. Corey: "No. If you're not certified to do the work, then you're just non-compliant."

Comptroller: "Right."

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Mr. Corey: "And in response to his statements, um, the prior contract that he's speaking of, the TCS contract, what distinguishes that contract from this one was that all of the bidders were non-compliant, and at that point, the Board has discretion to award the contract to the lowest bidder and then allow that contractor whatever it chooses, if it includes substitutions, if it includes 10 days to come into compliance, that's the Board's discretion, and in that contract, the Board exercised its discretion and awarded it to TCS. In this particular contract, only one bidder that we evaluated, other than Spiniello, was in non-compliance. So that's the difference. That's the only time that we allow folks -- to be awarded to the lowest bidder -- is when all the bidders are non-compliant. Um - - that's the case that distinguishes it."

President: "Um -- Mr. Corey, 17.9 is that considered as a defect?"

Mr. Corey: "No. That's an insignificant amount. That's .01 percent. Uh, we don't do that; we've never done that in my tenure in this position."

Mr. Lentz: "Respectfully Mr. President, the Board has the discretion."

Comptroller: "Excuse me, can you put the mic down more?"

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Mr. Lentz: "Oh, I'm sorry, I apologize. Respectfully Mr. President, the Board has the discretion at all times, not just in instances where one or more bidders are found to be technically non-compliant. Reading from the City Code at Article 5, Section 25-14, "At its discretion, the Board of Estimates may waive minor defects and errors in a bidder's submission." So, you all have the discretion to do what is in the best interest of the City. At any point, I would respectfully urge that in addition to the discretion to do so, you probably have the duty to do so, but certainly your discretion is not constrained by whether or not you find that one or more bidders were in compliance or non-compliance. You have the absolute discretion under this City's Code to do what you believe to be is in the best interest of the City."

Mr. Corey: "The Code says the Board has the discretion to waive "minor defects." This is not a minor defect."

President: "Uh -- Mr. Jolivet, you have something to say?"

Mr. Arnold M. Jolivet, Md. Minority Contractors' Association: "I did, sir."

President: "Okay, identify yourself. You came up to the mic, identify yourself."

Mr. Jolivet: "Arnold M. Jolivet."

President: "Alright, now you can speak."

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Mr. Jolivet: "Thank you, Mr. President. Mr. President, if I can, if I can offer these exhibits for the Board, and in light of the fact that counsel for Harrington has, in my opinion, put on a very compelling, persuasive case for award to Harrington, I will not re-hash that. I would, however, ask the Board, to consider the fact, that, an important, a very important fact, that Harrington is one of the, a shining example of our minority contracting companies in the City. Harrington is a stellar citizen, and does a terrific job for the citizens of Baltimore. They -- uh -- Harrington makes Baltimore extremely proud of the businesses in Baltimore, particularly -- and I'm not just talking about his status as an African-American owned business, and I would ask the Board, in its wisdom, to reconsider Mr. Corey's and the agency's recommendation, because at the end of the day, notwithstanding the City's MBE Ordinance, at the end of the day, the City and this Board are required to award the contract to the lowest responsive responsible bidder and I know the City's MBE Ordinance is fine, and I support it. I actually support -- I think it's a terrific, uh -- endeavor for us to be inclusive in the City, but notwithstanding that, this Board, according to Article VI, Section 11 (h), can only award this contract to the lowest responsive responsible bidder, and the lowest responsive responsible bidder -- has been -- determined

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and described, as I stated in my communications to this Board, that, not that one, that notwithstanding the fact that a bidder may, for whatever reason, fail to successfully meet a contract set a MBE/WBE goal. The case law that I submitted to the Board, clearly and unequivocally holds that the bidder can still be a responsive responsible bidder. Now, what our Ordinance has done is taken the element of responsiveness and made a determination that if a bidder does not meet MBE goals at bid time, the bidder is not a responsive bidder."

President: "Correct."

Mr. Jolivet: "And I submit to you, as indicated in the memoranda that I sent to the Board, that that is the applicable controlling Maryland and Federal law, and we as a Board, should follow that law. That is a well-established law and practice and precedent, and I would ask this Board, uh, in its wisdom, to follow to the letter, of those cases that were cited in my briefing. The last item that I would like to comment on, Mr. President, is I'm, I'm, disturbed that the agency failed to send, and notify the Board, on the agenda and the public, that Harrington was the lowest responsive responsible bidder. If one were to read the Board's agenda for today and for two weeks ago, it doesn't say anything about Harrington being the lowest responsive responsible bidder and Harrington saving the City

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\$426,000.00. That sir, that, is a huge sum of monies in today's City, where we are crunching for pennies to keep our parks and recreation centers open. So, I think that it is a bad policy when a bidder is the lowest responsive responsible bidder that the agency can send to the Board, and not notify the Board, this Honorable Board, that a bidder or another bidder is the lowest responsive responsible bidder and I would urge this Board that the public has a right. This Board has a right to know that the agency is recommending a bidder who is not the lowest responsible bidder, the lowest responsive responsible bidder and that the City is in fact, being requested to pay additional monies above and beyond what it should be paying, and that's all I want to say."

Ms. Smith: "Two seconds."

President: "Just a moment. Um -- so you're representing Harrington?"

Mr. Jolivet: "I am representing Maryland Minority Contractors Association. Mr. Harrington is a long-standing member of our association, has done supported our association and I am here today to put on the record that our association is unequivocally representing Harrington, and would respectfully ask the Board to construe and interpret and apply the City's Charter, in addition to the City's MBE ordinance in harmony, in such harmony, that

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the Board can rightfully see and determine that Harrington is in fact the lowest responsive responsible bidder within the meaning of Article VI, Section 11 and within the meaning of Article V, Subtitle 28 in the City's MBE Ordinance. Thank you Mr. President."

President: "Okay."

Ms. Smith: "I'm going to leave after I make this statement because I'm driven by -- for the City of Baltimore. I'm going to make a comment to um, Mr. Dashiell, who just indicated, that on July 3rd, that he shared with the Board, which he did, that there was something wrong with the affidavit. I disapprove of the way that he did it, because uh -- we decided that it was postponed and not to be revisited until July 17th and the camera footage reflects that. He approached the Board and made a comment, so yes, you did have an opportunity to say that there was something wrong, but we had no idea what that was. But that happened after the announcement was made, that water -- that Contract 1255 was to be postponed and revisited at that time. I'm also going to point out that fact that Mr. Tom Corey indicated that --"

Mr. Corey: "Thomas."

Ms. Smith: "That Mr. Thomas Corey had indicated, uh, earlier this year, uh, uh, in January -- he couldn't -- that a protest for the MBE/WBE Intent form that the dollar amount and the

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percentage has to be exact, when in fact, it's a requirement contract. That's a statement that he had said earlier, so I'm going with his verbiage. On the document which Spiniello had submitted, it does reflect that he's at 18.2 percent. On his signature affidavits for the following companies, M. Luis, Fallsway, JJ Adams Fuel, WCS Hughes -- it clearly reflects 9.64; 1.61; 1.44 and 5.33, which, yes, it does add up to 18.02 percent. Had the due diligence been done by the MBE department, which actually approved that when you look at the signed affidavits by all four of those companies, also Spiniello's representation, they've made all four; third digits in the public record, it's 9.6, there's no third digit in public record, it's 9.6; 1.4, there's no third digit and you've said rules are rules. Now, I don't know who made up the docket, I don't know, it could just have been a staff person, I don't know how that number transpired, but even from the affidavit, that you have about that 'minor' technicality, Spinello's Companies itself wrote 18 percent. So, if he was approved and someone verified the calculation from the MBE/WBE department, Spinello's 'minor technicality,' although again it adds error. My name is Monique. It's not spelled 'g-o-d.' We're all making mistakes. We're all trying to 'grow' Baltimore. We're all trying to work together. I'm not here trying to shame anybody. I need to keep

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the business relationships that I've been building. Again, everyone can 'take ownership' in the fact that these are difficult contracts, everyone's fighting for their own companies, to keep their employees working. The City wants to save money. So all I'm saying is you can point the finger at me, I can point the finger at you, you can say what you want to say, I understand all that. At the end of the day, as you indicated, R.E. Harrington should not have even had the opportunity because of the affidavit. I can recite the same verbiage, and say that Spiniello and Company should have reflected that he did not comply with the correct percentiles. Now, if there's more than one signature copy of that affidavit in another book that was submitted on May 1st, that wasn't available to the public or to the community, I'd like to see it. The last statement I'm going to make about that. Again, that even if there was an error made with the formula and the calculation, or that extra percentages happened to show up in the paperwork, the dollar amount that they had was rounded off -- \$300,000.00; \$500,000.00, I mean \$50,000.00; \$45,000.00; \$166,000.00, with the percentages that were changed. Spiniello's bottom line number was \$3,113,300.00 in which, when you multiplied the required, again, we say it's a requirement, percentages, 9.64 means they have been awarded \$300,122.12, in which case Spiniello only reflected \$300.00. So

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here, four MBE companies were cited, for failing to realize that people had been doing business and business and business and business with us and they're trying to 'grow' their business. If they're not being cited for their mis-calculations which were submitted in uh, in the uh, in the supplement form, where it was totally skipped. So, thank you for that. Maybe we should not have had an opportunity because of the earlier error that was probably missed. This too was one that was missed, and I do believe that it was submitted without supplement, and I'm gonna to leave -- because my strength -- because being raised in the City -- Harrington is the only minority that bid all of those jobs. R.E. Harrington grew up here. R.E. Harrington is the only Baltimore-based company who bid at that job. Basically, he's the only minority in the State of Maryland who bid at that job. All the other companies -- New York, New Jersey-- across this country, and I still have to fight for resources. I'm fighting my resources and -- I'm feeling that a strength out of -- trying to do right. People constantly, constantly, constantly, since that January 2012 -- still have to call to find out a business 10 years strong, with well over \$30 million dollars worth of bonding capacity, is okay to do business in the City of Baltimore. I gotta leave."

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President: "Thank you. Um -- no more? Um -- you have a comment? How many, um -- excuse me for one minute. How many people are going to speak? Is that it? Thank you."

Mr. Pless B. Jones, Sr.: "Thank you Madam Mayor Rawlings-Blake, Mr. President, Comptroller Pratt, for this opportunity."

Comptroller: "State your name, please."

Mr. Jones, President, Maryland Minority Contractors Association:

"Thank you Madam Mayor Rawlings-Blake, Mr. President, Comptroller Pratt, for this opportunity. I'm Pless Jones, Sr., President of Maryland Minority Contractors Association. I'm here on behalf of MMCA."

President: "Which one?"

Mr. Jones: "The real pres -- the real MMCA. Jolley is -- I -- okay, MMCAI. Um -- Bruce Harrington is on our Board, a long-standing member of our Board. Um -- one thing that I would like to ask of this Board is that there has been many issues in the MWBOO department in reference to turning in papers and MWBOO saying, 'we didn't get them.' There are some cases before this Board. So, I would like that we -- someone to follow-up and make sure that if you leave papers that are turned in, that there's a confirmation to the MBE from the MWBOO department that 'Hey, we got your paper and we're working on it', by whatever method or means they can do it because, you know, the gentleman standing,

MINUTES

he's turning, holding a notarized copy of the paperwork in January that he turned it in to the MWBOO office and MWBOO's saying they have no record of it, which, they might not."

Mayor: "Excuse me for one second. Did he show you a copy, a notarized copy?"

Mr. Jones: "We have it --"

City Solicitor: "Or a date-stamped copy or any kind of copy reflecting that it even has been filed? And who is it that told you, at the end of the conversation, Mr. Corey, that acknowledged that the papers had not been filed in January?"

Mr. Corey: "It was the owner of Consolidated. He was there in the office on May 7th."

City Solicitor: "The MBE, the owner of the MBE?"

Mr. Corey: "We went through our records and showed it to him, and he agreed. He said, 'Well, I may not have submitted it, but I'm submitting it now.' I said, well this is after the date."

President: "This is hearsay."

Mayor: "Who notarized it?"

President: "Hold up. Hold on one minute. I can only entertain one person at the mic, only one."

Mr. Corey: "Okay."

Mr. Jones: "Harrington has copies, of the documents, that he turned in, in January, somewhere about the 14th with the papers

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being notarized, and he's saying he dropped them off to the MWBOO office. And this is not the only case that this has happened; it's just maybe the only case coming before the Board."

Comptroller: "You know what? To cover yourself you should send in a copy and send one by certified mail return receipt. Because I, I thought, I thought you were trying to say that someone in the City notarized it on January 14th."

Mr. Jones: "No. --"

Comptroller: "-- but an outsider notarized it?"

Mr. Jones: "An outsider notarized it."

Comptroller: "That may not be real proof that the City received it."

Mr. Jones: "Might not be, but when there's a chain of the same thing happening --"

Comptroller: "Okay."

Mr. Jones: "You know, there should be a record, either a confirmation of the MWBOO saying, 'We got your paperwork', you know, not saying that Mr. Corey may not have got to him, but this did happen. But also, I think that on the case of the MBE, and it's normally 18%, so if you've got 17.9 or 17.5, then you didn't meet it either. So, I think in that case, that the Board, in its wisdom, should give Harrington an opportunity to

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substitute and keep going and save the City \$400,000.00. I mean, that is the -- if there was no mistakes at all -- you can't say that this is a big bidder mistake and that is a big mistake. Okay, all of them are mistakes. So, I would ask this Board if they will award the contract to the low bidder, and if not, throw out all the bids and let's return."

President: "Uh -- Tom -- Tom --"

Mr. Corey: "Yes?"

President: "Thomas, one last thing."

Mr. Corey: "One last thing. I take umbrage to the fact that they say there's a trend of this office, not um -- um -- mishandling applications. There's a trend of folks claiming that they've submitted the application. We keep an electronic -- of every application that's received. We keep a hand-written record of every application that's received and if an applicant wants proof that they've submitted it, they ask for it. We give them a note, e-mail, whatever it is that they feel comfortable in doing it, to feel certain that they've indeed received it. Uh -- a lot of folks hand-carry their applications in but we do it so there's not really a trend. I disagree with that strongly that we mishandle applications. There have been a number of occasions where folks have claimed that they've submitted an application, but cannot pull out any proof to our office that they actually

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did it, and we can't find any proof in any of our records in those instances where they've actually submitted an application."

Mr. Dashiell: "Mr. President, I'd like to say one thing, a couple of things. Number one, the calculations that Mr. Corey made and my comments were on the original bid documents. I don't know where Ms. Smith got her copies. I don't know what they were copies of, but this Board makes decisions on contracts based upon original bid documents, and when I said I brought those over to the attention of staff, I was talking about a meeting, a staff meeting, back in May when I first reviewed the documents in the Department of Public Works, and not subsequently. And secondly, I, I, I, I'm kind of, and some of this stuff I really ought to take personally because, you know, I was doing this before there ever was a R.E. Harrington, and I'm kind of appalled. Look, the rules have to be applied in a way that they're consistent for everybody, minority and non-minority. We can't change them from one day to the next. I've stood in front of this Board many a day representing a minority contractor, who had a lower bid. I've stood here when George Russell sat in that chair, when Donald Schaefer sat in that chair, when, they awarded a contract to a non-minority bidder for \$4 million more than my low bid because I didn't have 10% in mine and it hurts

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me. But, I'm telling you, you can't make bad law and bad precedent just because you might want to favor a particular firm. It would -- it would do a -- it would do a disservice to, to, to everything that this program stands for. Mr. Corey's exactly right -- the rules are the rules and this was excu -- this was avoidable. This was not a situation where R.E. Harrington -- where somebody forced something on R.E. Harrington. All R.E. Harrington had to do, whether he relied on a sub, was call Mr. Corey and say is he certified. All he had to do was look in the book and is he certified. That's all he had to do. All he had to do was fill out his affidavit. That's all he had to do. Nobody made him do those things. And the fact is, we do have the 18%, as Mr. Corey -- not even -- you don't have to round it up -- 18% in the original documents. That's all I'm going -- I, I, I'm done. I don't want to take any more time."

President: "I'm going to call for a Motion."

City Solicitor: "I move the Board approve the recommendation to award the contract to the lowest responsive and responsible bidder."

President: "I asked was there anybody else and nobody else came up. Can you finish the Motion?"

MINUTES

City Solicitor: "I move the Board move to approve the agency recommendation to award the contract to the lowest responsive and responsible bidder to Spiniello Companies."

Director of Public Works: "Second."

President: "All in favor, say Aye. AYE. All opposed say Nay."
The Motion has passed. Please note Council President Young votes
NO."

* * * * *



WAGONHEIM LAW

July 2, 2013

VIA HAND-DELIVERY

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

Alfred H. Foxx, Director
City of Baltimore
Department of Public Works
Abel Wolman Municipal Building, 6th Floor
200 N. Holliday Street
Baltimore, Maryland 21202

Minority & Women's Business Opportunity Office
Room 101, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

**Re: Our Client: R.E. Harrington Plumbing & Heating, Inc.
300 W. 23rd Street
Baltimore, Maryland 21211**

Solicitation No.: Water Contract No. 1255

**Project: Meter Setting Installations and Water Main
Replacements at Various Locations,
East Baltimore & Locust Point**

BID PROTEST

Dear Sir/Madam:

The undersigned serves as general counsel to R.E. Harrington Plumbing & Heating, Inc. ("Harrington"). In such capacity, I have been provided with the letter from the City of Baltimore Department of Public Works (the DPW") dated May 16, 2013, declaring that Harrington's bid in the above-referenced project (the "Project") is non-compliant with the MBE goals; thus, the DPW could not recommend contract award to Harrington. In addition, Harrington received notification today that the contract will be awarded to Spiniello Companies, the second lowest

bidder despite its defective bid. My letter constitutes Harrington's Bid Protest, submitted in accordance with the Baltimore City Code and procedures provided by the Board of Estimates (the "Board").

On or about May 1, 2013, the submitted bids for the Project were unsealed and Harrington was the apparent low bidder. In the DPW's letter to Harrington, the DPW informed Harrington that the Minority & Women's Business Opportunity Office (the "MWBOO") found Harrington's bid non-compliant because its subcontractor "Consolidated Services, Inc. was not certified as a MBE with Baltimore City at the time of bid opening" and CCTV Master, LLC is not certified with Baltimore City to perform work or service on "Water Mains."

Article 5, § 28-87 of the Baltimore City Code (the "Code") provides that if the MWBOO finds cause to believe that a contractor has failed to comply with any requirement of the MBE/WBE provisions, the MWBOO must (1) "notify the contracting agency and the contractor; and (2) attempt to resolve the noncompliance through conciliation." Furthermore, Article 5, § 28-62, permits a contractor, after award of a contract, to seek substitution or if unable to find a substitute, may request a waiver.

Although Harrington has not been awarded the contract, in an effort to resolve the non-compliance, Harrington respectfully requests approval of a substitution for the subcontractors that MWBOO finds non-compliant, or in the alternative, a waiver of meeting the MBE goals for this Project. Harrington in good faith submitted its bid believing that the subcontractors were in compliance with respect to certification and the type of service capable of being performed on the Project. In fact, Harrington diligently attempted to confirm that their inclusion was permissible.

Harrington's Due Diligence

Harrington, prior to submitting its bid, discovered that Consolidated Services, Inc. ("CSI") was listed on the MWBOO database as a qualified MBE but its certification had expired. Harrington promptly contacted CSI to advise it of the apparent expiration. In response, CSI reported that it submitted its application for certification renewal on or about January 14, 2013 and that the MWBOO database simply had not been updated to reflect the renewal. CSI contacted the MWBOO repeatedly to correct the situation to no avail. Relying in good faith on CSI's representation and its good standing MBE certification with the State of Maryland, Harrington included CSI in its submitted bid.

After the unsealing of the bids, Harrington continued to follow up with CSI regarding its MBE certification renewal. After numerous attempts by CSI to obtain a status on its renewal application, a MWBOO representative finally offered to schedule a meeting with CSI after CSI presented a copy of the application to the MWBOO representative. On or about May 8, 2013, CSI met with the MWBOO representative and was told that CSI's application submitted in January could not be located. Upon learning of this information, Harrington immediately

contacted the MWBOO to confirm the information and inquired whether MWBOO would hold Harrington's bid in non-compliance. The MWBOO could not at that time provide a response.

With respect to CCTV Master, LLC ("CCTV"), Harrington verified that CCTV was listed as a qualified MBE on the MWBOO database and that the service type is described as "CCTV inspection and cleaning." Upon meeting with CCTV to discuss the scope of work involved in the Project, Harrington was confident that CCTV could perform the required utilities work on the Project. In further diligence, Harrington contacted the MWBOO on two occasions to inquire whether CCTV was authorized to perform utility work. In both instances, the MWBOO verbally confirmed that CCTV was so authorized. Relying in good faith on the MWBOO responses, Harrington included CCTV on its submitted bid.

Harrington's Bid

Harrington's bid amount totaled \$2,696,100.00. Harrington's MBE schedule included the following subcontractors:

WC 1255 -- MBE Goal 18%		
P&J Contracting Co, Inc.	4.22%	\$113,775.42
Manuel Luis Construction Co, Inc.	4.82%	\$129,952.02
Consolidated Services, Inc.	1.45%	\$39,093.45
J M Murphy Enterprises, Inc.	2.77%	\$74,681.97
J J Adams Fuel Oil Company, Inc.	0.65%	\$17,524.65
CCTV Masters, LLC.	4.09%	\$110,270.49
TOTAL	18.00%	\$485,298.00

Harrington's Request for Substitution

Harrington respectfully requests to substitute P&J Contracting Co., Inc. ("P&J") for both CSI and CCTV on Harrington's bid on the Project. P&J is already listed as a subcontractor on Harrington's bid and would absorb the work to be performed by CSI and CCTV.

P&J is a certified MBE with the MWBOO. P&J would perform the subcontract work for the same price as CSI and CCTV combined. Thus, Harrington would still meet the MBE goal of 18% with P&J as a substitute.

CSI's scheduled work on the Project included a labor force for flagging and post construction clean up. CCTV's scheduled work on the Project included services and equipment for inspection, recording and other services related to the pipelines. P&J's services, as described on the MWBOO directory, include sitework, utilities and water mains. Thus, P&J has the requisite skills to absorb the work that CSI and CCTV were to perform on the Project.

Waiver

Although Harrington believes that it has offered a viable solution to resolve the non-compliance matter in its bid for this Project in its request for substitution, if the MWBOO finds the substitutions unacceptable, Harrington requests a waiver from either the MWBOO or the Board.

As previously referenced, Article 5, § 28-62, if the contractor is unable to find a substitute, the contractor may request a waiver. Harrington requests that the MWBOO waive the percentage that CSI and CCTV would have covered on the Project (5.54%).

Article 5, § 28-14(b) of the Code provides that the Board, at its discretion, "may waive minor defects and errors in a bidder's MBE or WBE submission." Harrington's MBE submission for the Project was made in good faith. Harrington worked with the subcontractors and with the MWBOO to attempt to submit a proper bid. Harrington requests that the Board waive the alleged defect and permit Harrington to either substitute or waive the defect in Harrington's bid.

Spiniello Companies' Defective Bid

Spiniello Companies' bid of \$3,113,300.00 was the second lowest bid, but it included a MBE that was not in good standing with the Maryland State Department of Assessments and Taxation at the time of bid submittal. Spiniello will be permitted to substitute the subcontractor that was not in good standing. The bid of Spiniello Companies ("Spiniello") is also defective and Spiniello should not be awarded the contract.

Harrington's bid is \$417,200 less than Spiniello's bid and both bidders would require substitution of subcontractors to properly meet their MBE goals. Harrington is the lowest responsible and responsive bidder and it would be in the best interest of the City of Baltimore to award the Project to Harrington.

Harm Caused by the proposed Board of Estimates' Action

The Board of Estimates is charged with the responsibility for formulating and executing the fiscal policy for the City of Baltimore. As such, it must evaluate immediate financial concerns as well as the longer-term ramifications of its actions. Allowing Harrington to substitute contractors and accept the contractual award accomplishes both of these goals.

First, by awarding the contract to Harrington, the City of Baltimore stands to save \$417,200 – a not inconsiderable sum. Moreover, there is no downside to the City or to its longer term goals by taking the path that realizes these savings.

Baltimore City's second consideration is closely tied to the advancement and inclusion of its minority business partners. Harrington exemplifies the City's goals in this respect. As a firm with a history of excellence and growth, Harrington has looked to this contract as another step in its continuing journey of development. Through this award, the City furthers its commitment to help, rather than hinder, those companies seeking to work within the system.

Harrington submits that, in light of its commitment to work within the best fiscal interests of the City of Baltimore, as well as its explanations for non-compliance, this Board should look only to a compelling reason to deny the Project to the low bidder. If the Board awards this Project to Spiniello, Harrington would suffer lost revenue and profits for a mistake in its bid that can be easily resolved.

Clearly, substitution of a subcontractor cannot be considered such a compelling reason inasmuch as Spiniello has been allowed to substitute. Accordingly, there is no reason Harrington, as the lowest bidder, should not be given the same opportunity.

Conclusion

Harrington would like to resolve this issue with an eye toward working with the DPW on this Project. We believe that both Harrington and the DPW would be well-served by a prompt and fair resolution of this matter. Harrington has worked on several DPW projects in the past and would like to continue the relationship.

I ask that you reconsider your position on this award so that Harrington and the DPW may move forward with the commencement of a successful and legitimately cost-effective project.

If you have any questions or require further information concerning this Bid Protest, please contact me.

Thank you for your attention to this matter.

Very truly yours,



Eliot M. Wagonheim

EMW/ltv

Cc: R.E. Harrington Plumbing & Heating, Inc.



WAGONHEIM LAW

July 11, 2013

VIA FEDERAL EXPRESS

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

Alfred H. Foxx, Director
City of Baltimore
Department of Public Works
Abel Wolman Municipal Building, 6th Floor
200 N. Holliday Street
Baltimore, Maryland 21202

Minority & Women's Business Opportunity Office
Room 101, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

**Re: Our Client: R.E. Harrington Plumbing & Heating, Inc.
300 W. 23rd Street
Baltimore, Maryland 21211**

Solicitation No.: Water Contract No. 1255

**Project: Meter Setting Installations and Water Main
Replacements at Various Locations,
East Baltimore & Locust Point**

BID PROTEST -- SUPPLEMENT

Dear Sir/Madam:

R.E. Harrington Plumbing & Heating, Inc. ("Harrington") submitted a Bid Protest regarding the above-referenced project (the "Project") on July 2, 2013. The Board of Estimates (the "Board") was scheduled to award the Project and hear protests against it at the Board's meeting on July 3, 2013. Nevertheless, the Board elected to defer the matter until the July 17, 2013 meeting. I would like to take this opportunity to supplement Harrington's Bid Protest with additional points for the Board's consideration.

In so doing, I will not reiterate the points addressed in my July 2, 2013 submission, but rather add the considerations to follow.

The City of Baltimore Department of Public Works (the "DPW") is recommending the Project be awarded to Spiniello Companies ("Spiniello"), the second lowest bidder on the Project.

There are two primary reasons this Board should not award the project to Spiniello. First, as discussed in my July 2, 2013 correspondence, Spiniello's bid included a subcontractor that was not in good standing with the Maryland State Department of Assessments & Taxation at the time of bid opening. Second, this Board should recognize and take into account that Spiniello is non-compliant in its MBE percentage. In short, Spiniello's MBE participation does not add up to the 18% required for the Project.

Spiniello's MBE subcontract schedule reveals the following percentages (see attached **Exhibit A**):

WC 1255 -- MBE Goal 18%		
M. Luis Construction Co., Inc.	9.6%	\$300,000.00
Fallsway Construction Co., LLC	1.6%	\$50,000.00
JJ Adams Fuel Oil Co., LLC	1.4%	\$45,000.00
WCS Hughes, Inc.	5.3%	\$166,000.00
TOTAL	17.9%	\$561,000.00

This is not an insignificant difference in a contract of this size. The question is one of absolutes. Did Spiniello reach the 18% or is it non-compliant. The answer is clear. Spiniello's total MBE percentage, derived from its own submission, totals 17.9%. Therefore, Spiniello is non-compliant with the MBE goals for the Project.

The final point that I would like to bring to the Board's attention is that awarding the Project to R.E. Harrington not only makes financial sense, but follows precedent set by this Board no more than one month ago. On June 12, 2013, the Board approved and awarded contract number B50002831 to TeleCommunication Systems, Inc. ("TSI") even though one of its MBE subcontractors was not certified with Baltimore City and TSI failed to meet the WBE goal for the project. TSI was awarded the project and given the opportunity to come into compliance within ten (10) days of award. The relevant portion of the Board agenda for June 12, 2013 is attached as **Exhibit B**. The minutes of that meeting are not yet available.

Both Harrington and Spiniello submitted non-compliant bids. Similar to TSI, Harrington included a subcontractor that was not certified with Baltimore City (its renewal application was believed to be in process) at the time of bid opening. In addition, Harrington included a subcontractor that did not have "water mains" as a listed service with the MWBOO. Harrington

Board of Estimates
Department of Public Works
Minority & Women's Business Opportunity Office
July 11, 2013
Page 3 of 3

is capable of immediately correcting these minor defects by substitution. In contrast, Spiniello has not even addressed its deficiencies.

Lastly, I would like to reiterate that although Harrington's bid may not have been compliant, Harrington's bid was the lowest responsible bid and \$417,200 less than Spiniello's bid. Selecting Harrington would save the City of Baltimore a significant sum of money. As the lowest responsible and responsive bidder, Harrington asks that it be awarded the Project and be given the opportunity to come into compliance with the MBE goals for the Project over Spiniello and any other non-compliant bidder on this Project.

I ask that you reconsider your position on this award so that Harrington and the DPW may move forward with the commencement of a successful and legitimately cost-effective project.

If you have any questions or require further information concerning Harrington's Bid Protest or this supplement to the Bid Protest, please contact me.

Thank you for your attention to this matter.

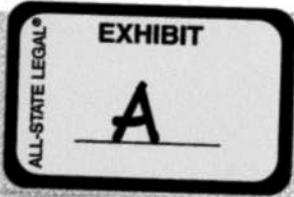
Very truly yours,



Eliot M. Wagonheim

EMW/ltv

Cc: R.E. Harrington Plumbing & Heating, Inc.



WC 1255

WATER CONTRACT NO. 116

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: SHAW-WALKER CONTRACTORS

Name of MBE or WBE: M. L. LEE CONSTRUCTION COMPANY

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 300,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 9.6 %

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

African American N/A % Asian American ... N/A %

Hispanic American N/A % Native American . N/A %

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the 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. Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority Business Opportunity Office to perform the work described above.

[Handwritten signatures]

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

WC1255

USE A SEPARATE FORM FOR EACH MBE AND WBE NAME
(Make additional copies of this form as needed.)

INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING
ATTENTION PAID TO SECTIONS 2, 6a, AND 6e.

Contractor: SPINIELLO COMPANIES

WBE: Fallsway Construction Co. LLC

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

to be furnished by MBE or WBE:

Contract No. SC, CCC, CC (If this is a requirement, it may be omitted; however, the subcontract percentage must be stated.)

Percentage of total contract: 1.6 %

If applicable, please indicate the

STATEMENT OF INTENT

WC1255

USE A SEPARATE FORM FOR EACH MBE AND WBE NAME
(Make additional copies of this form as needed.)

INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING
ATTENTION PAID TO SECTIONS 2, 6a, AND 6c.

Contractor: Spiniello Company

WBE: JJ Adams Fuel Oil

Description of the Work/Service to be performed by (MBE) or WBE:
FUEL FUEL

to be furnished by (MBE) or WBE:
FUEL

\$ 45,000.00 (If this is a requirement, it must be omitted; however, the subcontract percentage in

percentage of total contract: 1.4 %

If applicable, please indicate the

(Make additional copies of this form as needed.)

WC 1255

CTIONS MUST BE REVIEWED BEFORE COMPLETION
TENTION PAID TO SECTIONS 2, 6a, AND 6e.

Factor: SPINELLE COMPANIES

ME: W C S HUGHES

ption of the Work/Service to be performed by MBE
CONSTRUCTION SERVICES

furnished by MBE or WBE:

166,000.00 (If this is a

be omitted; however, the subcontract percentage

of total contract: 5.3 %

ply, please indicate the

Spinello

WC1255

WATER CONTRACT NO. 1255

PART C: MBE/WBE PARTICIPATION AFFIDAVIT

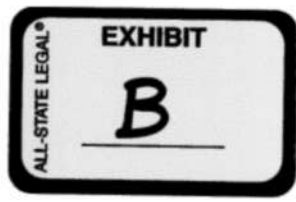
The following good authorized representative of Contractor does hereby make the following statement: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE participation goal at the top of this page. Contractor has achieved the following participation:

MBE (17.9%)

WBE-8 (18% and WBE-8 21% or 7% of the total contract amount

3,113,200

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 Business Opportunity Office (MBOO) copies of all executed agreements with the MBOO.



AGENDA

BOARD OF ESTIMATES

06/12/2013

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

9. B50002831, Providing TeleCommunication \$20,000,000.00
Enterprise Technology Systems, Inc.
Staffing Support

(MOIT, BCPD, HCD, DOT, DPW, etc.)

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

MBE SUBGOALS: African American: 17%
Asian American: 3%
Hispanic American: 4%

MBE: African American: Bith Technologies, Inc. 24%
Asian American: * Serigor, Inc. (see note below) 0%
Hispanic American: Precision Task Group 4%

WBE: **See note below 0%

* Serigor, Inc. is not certified with Baltimore City.

** Bidder did not achieve the WBE goal. Bidder did not specify whether Realistic Computing, Inc. will be used as MBE or WBE to satisfy the goals.

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The Board is requested to approve an award to the highest scoring proposer, who will be given the opportunity to come into compliance with MWBOO goals within ten days of the award.

Eight bids were received and opened on May 01, 2013. On May 22, 2013, the Board accepted the technical proposals that met minimum requirements, and opened the associated price proposals submitted by Digicon Corporation; ICS Nett, Inc.; and TeleCommunication Systems, Inc. All three proposals were found non-compliant by MWBOO.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION, INC.

MMCA- Maryland Minority Contractors Association, Inc.

A Chapter of the American Minority Contractors and Businesses Association, Inc.-AMCBA

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

July 2, 2013

Via Facsimile 410-685-4416

Honorable Bernard "Jack" Young

President, Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

ATTN: Ms. Bernice Taylor, Esquire, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association ("MMCA"), its members, clients and constituents.

I wish to protest item No. 1, on page 65 of Your Honorable Board's 07/03/2013 public meeting Agenda, which is a proposed contract award of W.C. 1255-"Meter Settings Installation and Water Main at Various Locations, East Baltimore and Locust Point," to the second lowest bidder, The Spiniello Companies, at its bid price of \$3,113,300.00.

Bids were opened on May 2, 2013 from six (6) bidders, with bidder, R. E. Harrington Plumbing and Heating, Inc. ("R.E. Harrington") submitting the "lowest responsive and responsible" dollar bid at its lowest dollar bid price of \$2,686,100.00. Spinello Companies submitted the second lowest dollar bid at its price of \$3,113,300.00. Metra industries, Inc. submitted the third lowest dollar bid price of \$3,363,947.50.

Notwithstanding its lowest dollar bid price, the City's Minority and Women's Business Opportunity Office ("MWBOO") determined that Harrington's bid proposal was not responsive to the contract's MBE participation goals inasmuch as Harrington's bid proposal listed an MBE sub-contractor that was not MBE certified with the City at bid time. For such reason, the City's Bureau of Water and Wastewater has recommended that the subject contract be awarded to the Spinello Companies, at its high bid price of \$3,113,300.00, which is \$427,200.00 higher than Harrington's total bid price.

The contracting agency, Bureau of Water and Wastewater, as well as the City's MWBOO has failed to inform Harrington of the City's decision to reject Harrington's lowest bid price and to award the

contract to the Spinello Companies. More disturbing, neither the contracting agency nor the City's MWBOO has informed Your Honorable Board and the public of its decision to reject Harrington's lowest bid proposal.

Notwithstanding Harrington's bid proposal's apparent failure to fully meet the contract's established MBE goals at bid time, under well settled Maryland contract law, Harrington's bid proposal is still the "lowest responsive and responsible bidder." within the ambit of Article VI, § 11 (h) (1) (ii), of the City Charter. Indeed, Harrington's apparent failure to fully meet and satisfy the contract's established MBE goals at bid time did not, in any substantive way, render Harrington's bid proposal "non-responsive."

Moreover, Your Honorable Board is keenly aware of the fact that applicable and controlling Maryland contract law, as established by the Maryland Board of Contract Appeals, as well as various Maryland Circuit Courts, does not make a bidder's failure to fully meet and comply with applicable contract established M-WBE Utilization goals, a matter of such bidder's "responsiveness." Rather, it is well settled in Maryland that as long as the bidder signs and commits to meeting the contract established M-WBE goals as required by the applicable bid document, even if it does not in fact meet such goals, its bid is thus fully "responsive" on that issue.

A "responsive" bid is defined in MD Code Ann. State Fin. & Proc. § 11-101 (8) and COMAR 21.01.02.01B (78), as one which conforms in all material respects to the invitation for bids or request for proposals. Contrary to the City's MWBOO's determinations herein, Maryland law is well-established that satisfaction and compliance with federal, state and municipal governments' sponsored M-WBE utilization contracting programs is a matter solely of a bidder's "responsibility," and not, in any way, a bidder's "responsiveness," as the City's MWBOO has so unauthorizedly and erroneously determined herein.

It is well settled and there are myriad of state and federal administrative decisions in support of the rule that a bidder's satisfaction of MBE participation goals is a matter of a bidder "responsibility," and not "responsiveness." The Maryland State Board of Contract Appeals has consistently ruled that the failure to submit a completed MBE utilization affidavit and participation schedule as required by COMAR 21.11.03.09C (3) is a matter of a bidder's "responsiveness", but that the sufficiency of the requisite MBE Schedule documentation, as is

the case herein, is a matter of “responsibility.” See *Roofers, Inc.* MSBCA 1284, 2 MSBCA ¶ 133 (1984); *Central Data Processing*, MSBCA 2084, 5 MSBCA ¶ 450 (1998).

The distinction between “responsiveness” and “responsibility” is important because information pertaining to the determination of the bidder’s responsibility may be received and evaluated after bids are opened but prior to contract award. See *Cam Construction Company of Maryland, Inc.*, MSBCA 1393, 2 MSBCA ¶ 195 (1988) (quoting *Aquatel Industries, Inc.*, MSBCA 1192, 1 MSBCA ¶ 82 (1984)). Thus, as opposed to “responsiveness,” a procurement officer has broad discretion in determining whether a bidder is “responsible,” i.e., one who has the capability in all respects to perform fully the contract requirements and possesses the integrity and reliability that will assure good faith performance. It is a long-standing rule that a procurement office may accept, at any time prior to award, information necessary to establish the bidder’s “responsibility.” See *Covington Machine and Welding Company*, MSBCA 2051, 5 MSBCA ¶ 436 (1998); *peninsula General Hospital Medical Center*, MSBCA 1248, 1 MSBCA ¶ 109 (1985); *Construction Management Associates*, MSBCA 1238, 1 MSBCA ¶ 108 (1985).

Applicable and controlling federal procurement law is to the same effect. see *Paul N. Howard Company*, B-199145, 1980 U.S. Comp. Gen., LEXIS 2158, 80-2 CPD ¶ 399 (1980), *aff’d* on reconsideration, B-199145.2, 60 Comp. Gen. 606, 1981 U.S. Comp. Gen. LEXIS 95, 81-2 CPD ¶ 42 (1981), a case with substantially similar facts as those in this case. In Howard, after the contracting agency deemed a bid to be “non-responsive” because one of the listed subcontractors did not qualify as an MBE, the Comptroller General ruled that satisfaction and compliance with MBE contract goals involve the issue of “responsibility,” and that the bidder should have been allowed to cure its bid error and to substitute a new minority subcontractor. In making this decision, the Comptroller general explained that once the bidder has certified, as here, that it will comply with the solicitation’s minority subcontractor utilization requirements, the bid is fully “responsive” on that point. The issue of actually achieving the MBE goal by using the MBE subcontractors named in the bid or by using an acceptable substitute MBE subcontractor relates to the bidder’s performance, and thus its “responsibility.”

Accordingly, based on the controlling MBE contract legal precedents cited and relied upon above, it is extremely clear and undisputed that in the field of government contracting, the compliance and satisfaction of M-WBE utilization goals is a matter of a bidder’s “responsibility,” and not “responsiveness,” especially in view of the facts in this particular case.

The bidder’s failure to meet its MBE goals at bid time was not, in any legal way, fatal to the “responsiveness” of its bid proposal, since its bid proposal was still “the lowest responsive and responsible bid,” within the ambit of Article VI, Section 11(h)(1)(ii) of the City Charter, notwithstanding its failure to fully meet and comply with the contract’s set MBE utilization goal

at bid time.

Plain and simple, bidder Harrington's bid proposal was completely "responsive," in every respect, notwithstanding the fact that it may not have fully met and satisfied the contract set MBE participation goal, at the time of bid. Harrington could have very easily met and satisfied the contract set MBE goal at anytime after the bids were opened and before or even after the contract award date. Since Article VI, Section 11(h)(1)(ii), of the City Charter clearly and undisputably requires Your Honorable Board to award the subject contract to "the lowest responsive and responsible [dollar] bidder," the only factor that matters and is controlling is the important fact that Harrington's bid proposal contained the "lowest responsive and responsible [dollar] bid price.

Article VI, Section 11 (h)(1)(ii), of the City Charter, requires the City's Board of Estimates to publicly advertise all city contracts involving an expenditure greater than \$50,000.00 and to award such contract, to "the lowest responsive and responsible bidder," as therein delineated.

This quoted phrase – "lowest responsive and responsible bidder" – is not specifically defined in the City's competitive bidding charter provision, Article VI, Section 11 (h)(1)(ii), but it and very similar phrases are frequently employed in municipal competitive bidding charter provisions.

In Hilton Construction Co. v. Rockdale County Board of Education, 245 Ga. 533, 266, S.E. 2d 157 (1980), there was a State School Board Regulation which required state funded projects be awarded to "the responsible bidder submitting the lowest acceptable bid." In spite of this requirement the county school board awarded a construction contract to the second lowest bidder on the basis the second lowest bidder was known to the board while the lowest bidder was unknown to the board. The court held that reason was not an adequate reason, under the

new regulations, to reject the low bid.

The phrase “lowest responsible bidder” was the requirement for awarding a construction contract in City of Inglewood-L.A. City County Civic Center Authority v. Superior Court, 7 Cal. 3d 861, 103 Cal. Rpt. 601, 500 P. 2d 601 (1972). The contract was awarded to a contractor other than the lowest bidder because the higher bidder was determined to be superior in ability to perform the contract. But, no determination was made that the lowest bidder was not qualified, hence “responsible” to do the work. The California Supreme Court rejected this approach and in essence held that “lowest responsible bidder”

means the lowest bidder must be awarded the contract unless found not qualified. Beyond that, there was to be no award based upon degree of qualification. The court accepted the argument of counsel which stated the purpose of the lowest bid requirement to be to insure the interest of the public in having contracts awarded without favoritism so that projects will be done, “...without excessive cost, and constructed at, the lowest price consistent with the reasonable quality and expectation of completion.” One can reasonably perceive the Baltimore City Charter requirement of “lowest responsible bidder” to have a similar purpose.

In the specific context of an M/WBE affirmative action ordinance akin to the City’s M/WBE ordinance which we have before us, the Alabama Court considered the impact of a state statute requiring contracts be awarded to, “the lowest responsible bidder” in Arrington v. Associated

General Contractors, S.C., Ala., 403 So. 2d 893 (1981). The affirmative action ordinance required ten percent of each contract be expended with minority business enterprises. Since the affirmative action ordinance would directly conflict with the state bid requirement where the lowest responsible bid did not undertake to expend at least ten percent of the contract amount with minority business enterprises, the Alabama court held the ordinance must yield to the state statute. Again, in a MBE affirmative action versus bid requirements case, the Ninth Circuit Court of Appeals, applying California law, reached the same result in Associated Gen. etc. v. San Francisco Unified Sch. 616 F.2d 1381 (1980). To arrive at the state law rule, the federal appeals court determined the California Supreme Court would construe the bid requirement language, “lowest responsible bidder” to preclude considering any factor other than (1) bid amount, (2) minimum financial and skills qualifications of bidder, and (3) quality of bidder’s past work. No consideration or penalty can be given to contractors’ lack of compliance with the contract’s MBE utilization provisions.

In Georgia Branch, AGC of America, Inc. v. City of Atlanta, 253 Ga. 397, 321 S.E. 2d 325 (1984), the Georgia Supreme Court considered the validity of a City of Atlanta race-gender-based Ordinance which required the City to award 20% to 35% MBE participation on most construction contracts in relationship with the Atlanta City Charter requirement that such contracts be awarded to the lowest and/or best bidder.” The court held that, “the legislative purpose in the Atlanta City Charter requirement of ‘lowest and/or best bidder’ was to further the cause that contracts be awarded without favoritism to obtain reasonable quality at the lowest cost. The MFBE Ordinance requiring certain percentages of contracts measured in dollar value

is awarded on the basis of race and sex conflicts with the legislative intent and purpose embodied in the bid requirement. Therefore, the [MFBE] Ordinance is void.” See 253 Ga. At 399, 321 S.E. 2d at 328.

In *AGC of California, Inc. v. City and County of San Francisco*, 813 F.2d 922 (9th Cir. 1987), the Court of Appeals for the Ninth Circuit considered the validity of a City of San Francisco race-gender based M/WBE Ordinance requiring the City to award 30% of its contracting dollars to MBEs and 10% to WBEs in relationship to the City charter provision which required all City contracts over \$50,000.00 be awarded “to the lowest reliable and responsible bidder.” The Court invalidated the subject M/WBE Ordinance for the reason “that the Ordinance violates the City charter insofar as it authorizes the award of [City] contracts that are worth more than \$50,000.00 and are not covered by charter section 7.204 to other than the lowest responsible bidder. Insofar as the Ordinance’s bid preferences, subcontracting goals and set asides would result in awards that violate the charter, they are void. See 813. F.2d at 927.

Accordingly, the plain, clear and unambiguous language and purpose contained in Article VI, Section 11 (h)(1)(ii), requiring the City’s Board of Estimates to award all City public contracts with an expenditure greater than \$50,000.00 to “the lowest responsive and responsible bidder,” as therein delineated, completely neutralizes the City’s M-WBE Ordinance. Insofar as the provisions of the City’s MBE Ordinance encourages and is enforced and administered by the City so as to frustrate and prevent the City from awarding its public contracts with an

expenditure greater than \$50,000.00, to “the lowest responsive and responsible bidder,” as specifically mandated by Article VI, Section 11 (h)(1)(ii), of the City Charter, it is completely void. The city’s “mandatory” competitive bidding charter provisions, Article VI, Section 11 (1)(ii), “trumps” its M-WBE Ordinance. See Salisbury University v. Joseph M. Zimmer, Inc., 199 Md. App. 163; 20 A.3d 838; 2011 Md. App. LEXIS 66 (citing University of Md. v. MFE, 345 Md. 86, 104, 691 A.2d 676 (1997) (holding in an analogous case that the Maryland Board of Public Works may not, “adopt [procurement] regulations that would be inconsistent with the [Maryland] procurement statute or the legislative intent behind it”)). Thus, the City M-WBE Ordinance , is completely subordinate to the City’s Charter requirement to award City public contracts to the lowest responsive and responsible bidder as therein delineated.

Respectfully Submitted,

Arnold M. Jolivet
Arnold M. Jolivet
Managing Director

MINUTES**RECOMMENDATION FOR CONTRACT AWARDS/REJECTIONS**Department of General Services (DGS)

3. GS 13804, Waxter Senior Center Exercise and Restroom Renovations **REJECTION** - On June 5, 2013, the Board opened 3 bids. The lowest bid is 31% above the engineer's estimate. The DGS believes that it would be more cost-effective to modify this project by combining it with another Waxter Senior Center project planned to be advertised at a later date.

Department of Recreation and Parks

4. RP 12811, Joseph Lee Site Improvements **REJECTION** - Four bids were received for this project. All bids exceeded the Department's available budget by more than 34%. Therefore, the Department is requesting to reject all bids and to re-advertise at a later date.

Bureau of Purchases

5. B50002960, Water Jet Sign Cutting Machine Fox Machinery Associates, Inc. \$215,480.00

(Department of
Transportation)

MWBOO GRANTED A WAIVER.

6. B50002968, Solar-Powered Video Surveillance Cameras Sun Surveillance, Inc. \$ 67,071.40

(Department of Housing
& Community Development)

MWBOO GRANTED A WAIVER.

MINUTES

RECOMMENDATION FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

7. B50002980, Articulated Aerial Work Platform Truck OER Services, LLC \$ 60,212.03

(Department of
General Services,
Fleet Management)

MWBOO GRANTED A WAIVER.

8. B50002991, Excavator JESCO, Inc. \$183,159.00

(Dept. of General
Services, Fleet
Management)

MWBOO GRANTED A WAIVER.

9. B50002998, Sprinter Vans Harbor truck Sales and Service, Inc. d/b/a Baltimore Freightliner \$178,335.00

(Department of
General Services,
Fleet Management)

MWBOO GRANTED A WAIVER.

10. B50003001, Log Loader Truck Harbor truck Sales and Service, Inc. d/b/a Baltimore Freightliner \$193,925.00

(Department of
General Services,
Fleet Management)

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

- | | | |
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| 1. <u>FORTE PAYMENT SYSTEMS, INC.</u> | <u>\$49,000.00</u> | <u>Agreement</u> |
| Solicitation No. 06000 - Credit and Debit Card Transaction Systems - Department of Recreation and Parks - Req. No. R636700 | | |

The Board is requested to approve and authorize execution of an agreement with Forte Payment Systems, Inc. The period of the agreement is July 17, 2013 through July 16, 2015, with one 1-year renewal option remaining.

(The agreement has been approved by the Law Department as to form and legal sufficiency.)

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| 2. <u>THE INDUSCO GROUP, INC.</u> | <u>\$31,877.50</u> | <u>Selected Source</u> |
| Solicitation No. 06000 - Tow Chains, Tow Cables, Assemblies, Tie Downs, and Related Items - Department of General Services - Req. No. R625160 | | |

The requirement for these items was advertised as a formal solicitation three times and no responsive bids were received. The award is recommended to the vendor on selected source basis whose quote is found to be fair and reasonable. The period of the award is August 1, 2013 through July 31, 2016, with two 1-year renewal options.

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| 3. <u>GOTTLIEB & WERTZ, INC.</u> | <u>\$30,000.00</u> | <u>Sole Source</u> |
| Solicitation No. 08000 - Quest Annual Maintenance Fees - Circuit Court - Req. No. R636234 | | |

Gottlieb & Wertz, Inc. is the sole provider of support for the integrated management and tracking system currently installed in the Circuit Court for Baltimore City. The period of the award is July 1, 2013 through June 30, 2014.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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| 4. HARLEY DAVIDSON OF BALTIMORE, INC. | \$32,000.00 | Low Bid |
| Solicitation No. B50003018 - Harley Davidson Electra Glide
Police Motorcycles - Department of General Services - Req. No.
R625065 | | |
| 5. NORITSU AMERICA
CORPORATION | \$22,201.00 | Renewal |
| Solicitation No. 08000 - Annual Maintenance for Noritsu
Equipment - Police Department - P.O. No. P514219 | | |

On July 21, 2010, the Board approved the initial award in the amount of \$22,201.00. The award contained five 1-year renewal options. Subsequent actions have been approved. This third renewal in the amount of \$22,201.00 is for the period July 21, 2013 through July 20, 2014, with two 1-year renewal options remaining.

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

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| 6. HARLEY DAVIDSON OF
BALTIMORE, INC. | \$ 0.00 | Renewal |
| Solicitation No. B50001138 - OEM Parts and Service for Harley-
Davidson Motorcycles - Department of General Services, Fleet
Management - P.O. No. P509880 | | |

On August 19, 2009, the Board approved the initial award in the amount of \$150,000.00. The award contained two 1-year renewal options. On July 11, 2012, the Board approved the first renewal in the amount of \$50,000.00. This final renewal in the amount of \$0.00 is for the period September 1, 2013 through August 31, 2014.

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

7. **FIRST CALL**

EXCEL STAFFING AND PERSONNEL SERVICES, INC.	\$ 750,000.00	
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SECOND CALL

ARBOR E & T, LLC		
d/b/a CARE RESOURCE	250,000.00	
	<u>\$1,000,000.00</u>	Increase

Solicitation No. B50002453 - Providing Temporary Nursing Services - Health Department, Bureau of School Health - P.O. Nos. P522287 and P522286

On December 5, 2013, the Board approved the initial award in the amount of \$1,500,000.00. The award contained one 3-year renewal option. Due to increased usage an increase in the amount of \$1,000,000.00 is necessary. This increase in the amount of \$1,000,000.00 will make the award amount \$2,500,000.00.

MWBOO SET GOALS OF 15% MBE AND 8% WBE.EXCEL STAFFING

MBE: Trustworthy Staffing Solutions	\$ 71,231.00	11%
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WBE: Dependable Services Group, LLC	\$109,631.00	17%
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ARBOR E & T, LLC d/b/a CARE RESOURCES

MBE: Trustworthy Staffing Solutions	\$ 13,631.00	9%
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WBE: Dependable Services Group	\$ 12,208.00	8%
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MWBOO FOUND VENDORS IN COMPLIANCE.

Arbor E&T, LLC d/b/a Care Resources was found compliant on June 25, 2013. Excel Staffing and Personnel Services, Inc. was found compliant on June 4, 2013.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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| 8. HONEYWELL INTERNATIONAL
INC. | \$590,000.00 | Sole Source/
Agreement |
|------------------------------------|--------------|---------------------------|
- Solicitation No. 08000 - Upgrade Fire Alarm Audio Evacuation System - Convention Center Complex - Req. No. R630837

The Board is requested to approve and authorize execution of an agreement with Honeywell International, Inc. The period of the agreement is July 17, 2013 through July 16, 2014, with one 1-year renewal option.

An intent to waive competition was advertised (B50002949) with no responses received. The existing Fire Alarm Audio Evacuation System at Convention Center was installed by Honeywell International and is a UL listed system. The existing system needs to be upgraded and the existing audio system will be replaced. UL code requires that only OEM can upgrade the existing system with OEM parts.

It is hereby certified, that the above procurement is of such a nature that not 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.

(The agreement has been approved by the Law Department as to form and legal sufficiency.)

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| 9. LEXISNEXIS RISK
SOLUTIONS FL, INC. | \$ 5,000.00 | Increase |
|--|-------------|----------|
- Solicitation No. 06000 - LexisNexis Investigative Searches - Office of the Inspector General - P.O. No. P521804

On October 24, 2012, the Board approved the initial award in the amount of \$46,980.00. The award contained one 1-year renewal option. On April 5, the City Purchasing Agent added an additional agency the Police Department in the amount of \$7,176.00.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

On April 17, 2013, the City Purchasing Agent added the State's Attorney in the amount of \$12,935.00. Due to increased usage, an increase in the amount of \$5,000.00 is necessary. This increase in the amount of \$5,000.00 will make the award amount \$72,091.00.

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| 10. FREEMIRE & ASSOCIATES, INC. | \$45,000.00 | Increase |
| Solicitation No. 08000 - DeZurik Plug Valves and Parts -
Department of Public Works, Bureau of Water and Wastewater -
P.O. No. P516391 | | |

On March 2, 2011, the Board approved the initial award in the amount of \$44,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. Due to unanticipated usage of supplies from the vendor, an increase in the amount of \$45,000.00 is necessary. This increase in the amount of \$45,000.00 will make the award amount \$139,000.00. The contract expires on February 17, 2014.

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

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| 11. AMAZING SECURITY AND
INVESTIGATIONS, LLC | \$60,000.00 | Increase |
| Solicitation No. B50001173 - Armed Security Guards, Uniformed
and Non-uniformed - Department of Recreation and Parks - P.O.
No. P511351 | | |

On November 25, 2009, the Board approved the initial award in the amount of \$155,000.00. On June 22, 2011, the City Purchasing Agent approved an increase in the amount of \$5,535.52. On July 7, 2011, the City Purchasing Agent approved an increase in the amount of \$25,053.00. Subsequent actions have been approved. Due to an increase in usage by additional agencies an increase in the amount of \$60,000.00 is necessary.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

This increase in the amount of \$60,000.00 will make the award amount \$772,014.52. The contract expires December 31, 2013 with one 2-year renewal option remaining.

MWBOO GRANTED A WAIVER.

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

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.

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|---|---------|---------|
| 12. GRIFFITH AUTO GROUP, INC.
t/a HERITAGE CHRYSLER JEEP | \$ 0.00 | Renewal |
| Solicitation No. B50001145 - OEM Repair Services for Chrysler Vehicles - Department of General Services - P.O. No. 509879 | | |

On August 19, 2009, the Board approved the initial award in the amount of \$2,000,000.00. The award contained one 1-year renewal option. This final renewal in the amount of \$0.00 is for the period September 1, 2013 through August 31, 2014.

MWBOO GRANTED A WAIVER.

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|---------------------------------------|--|---------------------|
| 13. FISHER SCIENTIFIC
COMPANY, LLC | \$ 50,000.00
<u>200,000.00</u>
\$250,000.00 | Increase
Renewal |
|---------------------------------------|--|---------------------|

Solicitation No. B50001629 - Laboratory Gases, Chemicals and Related Supplies - Department of Public Works - P.O. No. P515045

On October 27, 2010, the Board approved the initial award in the amount of \$200,000.00. The award contained two 1-year renewal options. On July 16, 2012, the City Purchasing Agent approved an increase in the amount of \$50,000.00. On November

Kim A. Trueheart

July 17, 2013

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 Department of Recreation and Parks.

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 63, Item #11, Solicitation No. B50001173, Armed Security Guards, Uniformed and Non-uniformed, Department of Recreation and Parks - P.O. No. P511351, if approved:
 - i. Appears to be a no-value added, wasteful and unnecessary expenditure;
 - ii. Appears to expend scarce municipal funds that could be better used to provide programming and operational services to our underserved and vulnerable populations;
 - iii. Appears to demonstrate an unmitigated disdain for the underserved and vulnerable constituents;
 - b. Please provide access to the operational risk assessment used to justify this expenditure for inspection;
 - c. Please provide access to the security incident data for city pools operated in FY 2011 and FY 2012 for inspection;
 - d. The remedy that I seek is the requested action should be denied by the Board.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed the continued disinvestment in municipal recreation facilities, programs and services. This action services to highlight what I perceive to be an absolute



Email: ktrueheart@whatfits.net

5519 Belleville Ave
Baltimore, MD 21207

insult [photo of Liberty Rec & Tech dated July 2013] by the Department of Recreation and Parks which continues to diminish the quality and availability of recreational programs and services to me and more importantly for our children!

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on July 17, 2013.

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

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

7, 2012, the Board approved the second increase in the amount of \$100,000.00. This increase in the amount of \$50,000.00 is necessary to cover the balance of the current period of the contract resulting from increased usage. This increase and renewal in the amount of \$200,000.00 will make the total award amount \$600,000.00.

MWBOO GRANTED A WAIVER.

- | | | |
|---|--------------|---------|
| 14. ABACUS CORPORATION | \$322,545.00 | Renewal |
| Solicitation No. 06000 - Temporary Services Field Social Workers - Health Department - P.O. No. P518906 | | |

On July 29, 2009, the Board approved the initial award of B50001026 for Temporary Personnel to eight vendors. The award contained two 2-year renewal options. On December 20, 2011, three positions under the category of Field Social Worker were added to the award of the low bidder Abacus Corporation on the same terms and conditions of B50001026. On August 22, 2012, the Board approved a ratification and the first renewal in the amount of \$322,545.00. This final renewal in the amount of \$322,545.00 is for the period August 1, 2013 through July 31, 2015.

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

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
15. THE BALTIMORE AUTO SUPPLY CO	\$ 900,000.00	
QUALITY AUTOMOTIVE WARE-		
HOUSE, INC.	550,000.00	
PARTS AUTHORITY SOUTHERN LLC	0.00	
SERVICE PARTS COMPANY-M.C.	0.00	
SALVO LIMITED PARTNERSHIP	30,000.00	
UNI-SELECT USA, INC.	100,000.00	
CRW PARTS INC.	0.00	
ROK BROTHERS, INC.	170,000.00	
FLEETPRIDE, INC.	60,000.00	
	<u>\$1,810,000.00</u>	Renewal

Solicitation No. B50001427 - Aftermarket Parts and Supplies for Cars and Light Trucks - Department of General Services, Fleet Management - P.O. Nos. Various

On June 30, 2010, the Board approved the initial award in the amount of \$1,800,000.00. The award contained two 2-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$1,810,000.00 is for the period August 1, 2013 through July 31, 2015, with one 2-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

16. **FIRST CALL**

HD SUPPLY WATERWORKS, LIMITED PARTNERSHIP	(No additional funds)
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SECOND CALL

L/B WATER SERVICE, INC.	\$ 60,000.00	Increase
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Solicitation No. B50001403 - Various Waterworks Repair Parts -
Department of Public Works, Water & Wastewater - P.O. Nos.
P514167 & P514168

On May 19, 2010, the Board approved the initial award in the amount of \$25,000.00. The award contained four 1-year renewal options. Subsequent actions have been approved. This increase in the amount of \$60,000.00 is necessary to upgrade the automatic measuring system for a Ford Indianapolis Test Bench. This increase in the amount of \$60,000.00 will make the total award amount \$110,000.00.

MWBOO GRANTED A WAIVER.

17. CORRELLI INCORPORATED	\$ 46,852.25	
VALLEY SUPPLY & EQUIPMENT COMPANY, INC.	5,511.00	
	<u>\$ 52,363.25</u>	Increase

Solicitation No. B50002513 - Mini Excavators with Trailers -
Department of Public Works, Water and Wastewater - Req. No.
R604601

On December 19, 2012, the Board approved the initial award in the amount of \$209,453.00. This increase in the amount of \$52,363.25 is necessary to purchase one additional excavator and trailer. This increase in the amount of \$52,363.25 will make the total award amount of \$261,816.25. The contract expires on December 18, 2013.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

- | | | |
|--|---------|---------|
| 18. VALLEY EQUIPMENT &
SUPPLY COMPMAY, INC. | \$ 0.00 | Renewal |
|--|---------|---------|
- Solicitation No. 06000 - OEM Parts and Service for JCB & Lee Boy Equipment - Department of General Services, Fleet Management - P.O. No. P510150

On September 2, 2009, the Board approved the initial award in the amount of \$150,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$0.00 is for the period of September 1, 2013 through August 31, 2014.

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.

- | | | |
|---------------------------------|--------------|---------|
| 19. A & A SALES ASSOCIATES, LLC | \$ 50,000.00 | Renewal |
|---------------------------------|--------------|---------|
- Solicitation No. B50002098 - Steel Toe Rubber Hip Boots - Department of Public Works - P.O. No. P518668

On October 5, 2011, the Board approved the initial award in the amount of \$44,457.00. Subsequent actions have been approved. This renewal in the amount of \$50,000.00 is the second of four 1-year renewal options. The period of this renewal is September 28, 2013 through September 27, 2014, with two 1-year renewal options 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

- | | | |
|--|--------------|---------|
| 20. AUSTON CONTRACTING, INC. | \$135,000.00 | Revenue |
| Solicitation No. B50002856 - Scrap Metal Pick-Up and Removal -
Department of Public Works - Req. Nos. Various | | |

Vendors were solicited by posting on Citibuy, eMaryland Marketplace, and local newspaper on April 5, 2013. Only one bid was received. It was found to be fair and reasonable considering a 20% higher increase of revenue from the previous contract. Therefore, an award to the sole bidder, Auston Contracting, Inc., is recommended. The period of the award is July 17, 2013 through June 30, 2016, with two 1-year renewal options.

MWBOO GRANTED A WAIVER.

- | | | |
|---|----------------|---------|
| 21. 1 ST CHOICE STAFFING, LLC
ABACUS CORPORATION
AMERICA ON DEMAND OF MD,
INC.
ARBOR E&T, LLC d/b/a
CARE RESOURCES
TRUSTWORTHY STAFFING SOLUTIONS,
LLC
EXCEL STAFFING & PERSONNEL
SERVICES, INC.
DEPENDABLE NURSING SERVICES,
LLC | \$5,000,000.00 | Renewal |
| Solicitation No. B50001026 - Provide Temporary Personnel -
Health Department - P.O. Nos. Various | | |

On July 29, 2009, the Board approved the initial award in the amount of \$5,000,000.00. On September 2, 2009, the Board approved the addition of additional vendors to the contract. Subsequent actions have been approved. This final renewal in the amount of the \$5,000,000.00 is for the period August 1, 2013 through July 31, 2015.

MWBOO SET GOALS OF 15% MBE AND 15% WBE.

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 Purchases1ST CHOICE STAFFING, LLC

MBE: Magnificus Corp.* Aspen Group	\$27,253.09	9.23%
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WBE: Beacon Staffing	\$93,168.59	37%
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MWBOO FOUND VENDOR IN COMPLIANCE.

*Magnificus Corp. was unable to perform as MBE, replaced by Aspen Group.

ABACUS CORPORATION

MBE: Proper Staffing	\$37,114.19	13.2%
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WBE: Marge Fox Sym, Inc.	\$ 5,742,22 \$78,892.45	2% 28%
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MWBOO FOUND VENDOR IN COMPLIANCE.

TRUSTWORTHY STAFFING SOLUTIONS, LLC

MBE: Excel Staffing	\$256,301.75	6.3%
Lacy Professional	\$337,262.65	8.3%

WBE: Sym, Inc.	\$320,666.50	8%
All Staffing, Inc.	\$ 96,496.25	2.4%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of PurchasesDEPENDABLE NURSING SERVICES

MBE: Crownhills Enterprises Inc.	\$ 15,924.00	
WBE: Sym, Inc.	\$ 6,800.00	Good faith effort

MWBOO FOUND VENDOR IN COMPLIANCE.EXCEL STAFFING & PROFESSIONAL SERVICES

MBE: Trustworthy Staffing Solutions	\$215,678.00	
WBE: Kennedy Personnel Services	\$ 97,233.41	

MWBOO FOUND VENDOR IN COMPLIANCE.ARBOR E&T, LLC d/b/a CARE RESOURCES

MBE: Trustworthy Staffing Solutions	\$13,631.00	9%
WBE: Dependable Services Group	\$12,208.00	8%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

AMERICA ON DEMAND

MBE: Proper Staffing*

WBE: Beacon Staffing Alternatives,
Inc.*

*Both the MBE and WBE voluntarily withdrew from participation on the contract. Contractor has committed to seek a substitution. MWBOO has reviewed the submitted MBE/WBE participation.

MWBOO FOUND VENDOR IN COMPLIANCE.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the informal awards, renewals, increases to contracts, extensions and agreements. The Board further approved and authorized execution of the agreement with Forte Payment Systems, Inc. (Item No. 1) and the agreement with Honeywell International, Inc. (Item No. 8). The Mayor **ABSTAINED** on Item No. 8. The Comptroller **ABSTAINED** on Item No. 2.

MINUTES

Department of Transportation - On-Call Task Assignments

The Board is requested to approve and authorize task assignments under Project No. 1119, On-Call Construction Management Services, Conduit Division to the following consultants:

	<u>Consultant</u>	<u>Task Number</u>	<u>Amount</u>
1.	WHITMAN, REQUARDT & ASSOCIATES	012	\$99,846.15

Whitman, Requardt & Associates will provide a Construction Project Engineer to provide on-site services for contract TR-12010, Conduit System Reconstruction at Various Locations Citywide JOC; and contract TR 12015RR, Reconstruction of Deteriorated Manholes at Various Locations Citywide.

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

MBE: 27% and WBE: 9%

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 99,846.15	9962-903521-9563	9962-906061-9562
Other	Construction Reserve	Conduit System
	Conduit Manhole Reconstruction	Reconstruction TR 12015

This transfer will provide funds to cover the costs associated with Task No. 12, under Project No. 1119, On-Call Construction Management Services, Conduit Division assigned to Whitman, Requardt & Associates.

MINUTES

Department of Transportation - cont'd

	<u>Consultant</u>	<u>Task Number</u>	<u>Amount</u>
3.	WHITMAN, REQUARDT & ASSOCIATES	013	\$98,528.22

Whitman, Requardt & Associates will provide a Senior Construction Inspector to provide on-site services for contract TR-12010, Conduit System Reconstruction at Various Locations.

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

MBE: 27% and **WBE:** 9%

MWBOO FOUND VENDOR IN COMPLIANCE.

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 98,528.22 Other	9962-903521-9563 Construction Reserve Conduit Manhole Recon- struction	9962-907058-9562 Conduit System Reconstruction TR 12010

This transfer will provide funds to cover the costs associated with Task No. 13, Project No. 1119, On-Call Construction Management Services, Conduit Division assigned to Whitman, Requardt & Associates.

MINUTESDepartment of Transportation - cont'd

The Board is requested to approve and authorize assignment of a task to the following consultant under Project 1135, On-Call Consultant Services for Federal Aid Bridges:

	<u>Consultant</u>	<u>Task Number</u>	<u>Amount</u>
5.	STV, INC.	3	\$40,450.30

This assignment provides authorization for the consultant to conduct a value engineering study in accordance with Title 23, Part 627 of the Code of Federal Regulations in connection with the reconstruction of three bridges along MD 295 within the City of Baltimore: BC 5001 Maisel Street Bridge over MD 295, BC 5402 Waterview Avenue over MD 295, and BC Annapolis Road over 295.

DBE PARTICIPATION:

The consultant will comply with Title 49 Code of Federal Regulations parts 26 (49CFR26) and the DBE goals established in the original agreement.

DBE: 25.00%

6. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 61,530.28	9950-903516-9507	9950-901882-9508
Federal	Construction Reserve Annapolis Rd. Bridge over Baltimore/Washington Parkway	Annapolis Road Bridge

This transfer will cover the deficit and fund the cost associated with On-Call Consultant Services for Federal Aid Bridges, Project 1135, Task No. 3 assigned to STV, Inc.

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

MINUTES

Department of Transportation - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the task assignments under Project No. 1119, On-Call Construction Management Services, Conduit Division to Whitman, Requardt & Associates and STV, Inc. The transfer of funds was approved subject to receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works, Bureau of Solid Waste</u>			
1. John Chalmers	54 th Annual Conf. and Equipment Show Chicago, IL Aug. 24-28, 2013 (Reg. Fee \$895.00)	General Funds	\$2,303.60

The transportation cost in the amount of \$329.80 has been pre-paid on a City issued procurement credit card assigned to Ms. Lyque O'Connor. The registration fee in the amount of \$895.00 has been pre-paid on a City-issued procurement credit card assigned to Ms. Patricia Murphy. Therefore, the disbursement to Mr. Chalmers will be \$1,078.80.

Department of Planning

2. Abigail Cocke	American Community Gardening Associates Annual Conference Seattle, WA Aug. 8 - 12, 2013	General Fund	\$ 702.60
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The airfare has been pre-paid on a City-issued credit card assigned to Jaime Cramer. Therefore, the disbursement to Ms. Cocke will be \$0.00.

Police Department

3. Michael W. Streed	International Assn. for Identification Annual Training Conference Providence, RI Aug. 4 - 8, 2013 (Reg. Fee \$425.00)	General Fund	\$1,598.80
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In addition, the Department is requesting an additional \$70.00 and \$60.00 respectively for two workshops for a total of \$130.00 which is included in the total.

MINUTES**TRAVEL REQUESTS**Office of the City Council

4. Brandon Scott	District 2 Site Visit	Elected	\$861.78
	Kansas City, MO	Official	
	July 22 - 24, 2013	Expense	
	(Reg. Fee \$0.00)	Acct.	

The subsistence rate for this location is \$160.00 per day. The hotel rate is \$129.00 per night not including occupancy taxes in the amount of \$23.49 per night. The Office is requesting an additional \$9.00 per day to cover meals and incidental expenses. The airfare in the amount of \$476.80 has been pre-paid on a City-issued credit card assigned to Mr. Hosea T. Chew. The disbursement to Mr. Scott will be in the amount of \$384.98.

TRAVEL APPROVAL AND REIMBURSEMENTBureau of Water & Wastewater

5. Nathaniel Krause	Waste-	\$2,133.25
	water	
	Utility	

Mr. Krause traveled to Cincinnati, Ohio to attend the Environmental Water Resources Institute Conference from May 19 - 23, 2013. The Department is requesting retroactive approval and reimbursement of this travel for Mr. Krause for the costs of transportation, parking, lodging, conference registration, meals, and incidental expenses totaling \$2,133.25. The allowed subsistence rate for this location is \$174.00 per day for a total of \$696.00. The Department also requests the Board to approve reimbursement of the additional amount above the allowed subsistence to pay for lodging in the amount of \$978.16, food in the amount of \$61.49, and incidental expenses in the amount of \$12.00 all totaling \$1,051.65, which is \$355.65 above the allowed subsistence.

MINUTES

TRAVEL APPROVAL AND REIMBURSEMENT

Bureau of Water & Wastewater - cont'd

Transportation	\$ 301.60
Airport Parking	60.00
Lodging	978.16
Food	61.49
Registration Fees	720.00
Incidentals	12.00
	<u>\$2,133.25</u>

The travel request was not submitted prior to travel because the newly hired Office Assistant, who was unfamiliar with administrative procedures, was out on medical leave, and as a result, was unable to meet the deadline for prior Board approval.

UPON MOTION duly made and seconded, the Board approved the travel requests, travel approval, and reimbursement. The President **ABSTAINED** on Item No. 4.

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

* * * * *

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

BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of the bids scheduled to be received and opened today, the Clerk announced that the following Bureau had issued an addendum extending the dates for receipt and

MINUTES

opening of bids on the following contract. There were no objections.

Department of Transportation - TR 11313, Kent Street Transit Plaza and Pedestrian Corridor
BIDS TO BE RECV'D: 07/24/13
BIDS TO BE OPENED: 07/24/13

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

Department of Transportation - TR 12319, Citywide ADA and Sidewalk Improvements

Civil Construction, LLC
M. Luis Construction Co., Inc.
Machado Construction Co., Inc.

Department of Transportation - TR 13009, ADA Ramp Replacements and Installs

Santos Construction Co., Inc.
M. Luis Construction Co., Inc.
Tito Contractors, Inc.*
Machado Construction Co., Inc.
Anchor Construction Corp.

Department of Transportation - TR 13012, Baltimore Blue Neighborhoods and Alleys Project

Allied Contractors, Inc.
M. Luis Construction Co., Inc.
Anchor Construction Corp.

MINUTES

Department of General Services - GS 11805, Renovations to Engine House 45

JAK Construction Co., Inc.
JLN Construction Services, LLC
C&N Associates, LLC
Boulevard Contractors Corp.*

Bureau of Purchases - B50002985, Elevator Maintenance Service

KONE

Bureau of Purchases - B50002905, Dental Health Maintenance Organization (DHMO) & Dental Preferred Provider Organization (DPPO) Plans

NO BIDS WERE RECEIVED.

Bureau of Purchases - B50002877, Advanced Metering Infrastructure and Water Meter System Installation Water Contract 1223 (Technical Opening)

Itron, Inc.
Aclara Technologies, LLC
Dynis, LLC*

*On July 17, 2013, the Board opened and received the bids for B50002877. At bid opening, it was unclear whether a bid was submitted from DYNIS, LLC or Sensus USA, Inc. and the Clerk, UPON MOTION duly made and approved, referred the bid of DYNIS, LLC to the Law Department for review. After the bid opening, it was determined that for B50002877, bidders were required to include as part of their proposal, the prequalified AMI and AMR system vendors (RFQ B50002517). Sensus USA, Inc. is the AMI and AMR vendor for the DYNIS, LLC proposal. The Sensus USA, Inc. submittal was from its prequalification as an AMI and AMR system vendor, and was required to be attached to the DYNIS,

MINUTES

LLC proposal. As a result, legal review was not required of DYNIS, LLC.

* * * * *

There being no objections, the Board UPON MOTION duly made and seconded, adjourned until its next scheduled meeting on Wednesday, July 24, 2013.


JOAN M. PRATT
Secretary