

MINUTES

REGULAR MEETING

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

The meeting was called to order by the President.

Pursuant to Article VI, §1(c) of the revised City Charter effective July 1, 1996, the Honorable Mayor, Stephanie Rawlings-Blake, in her absence during the meeting, designated Mr. Harry Black, Director of Finance, to represent the Mayor and exercise her power at this Board meeting. (Mr. Black represented the Mayor on matters occurring on Page 1545, No. 6 and page 1564 Nos. 1 and 2.)

President: "I will direct the Board members attention to the memorandum from my office dated April 22, 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 items remaining on the non-routine agenda. I mean routine agenda. Sorry."

Comptroller: "Second."

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

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Department of Planning - Revisions to the Fiscal Year 2014
Capital Budget and Fiscal Year 2014-
2019 Capital Improvement Program

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** receipt of the revisions to the FY 2014 Capital Budget and the FY 2014-2019 Capital Improvement Program.

On February 28, 2013, the Planning Commission adopted the recommended FY 2014 Capital Budget and FY 2014-2019 Capital Improvement Program. The recommended program totaled \$5.572 billion for capital projects during FY 2014-2019 and \$1.162 billion to be appropriated as part of the FY 2014 budget. Since the February 28, 2013 Planning Commission approval, the Department of Finance recommended the following revisions to the FY 2014 Capital Budget:

<u>CIP#</u>	<u>Project</u>	<u>Source</u>	<u>Change</u>
129-157	Hatton Senior Center	100-General	(\$ 325,000.00)
129-795	Capital Project Priorities	100-General	(300,000.00)
127-067	Casino Building Adult Day Care	100-General	(12,000.00)
127-011	Visitors Center Doors	100-General	(200,000.00)
127-010	Boston St. Pier Replacement	100-General	(38,000.00)
129-001	Construction Reserve Unallocated	100-General	(119,000.00)
129-915	Jewish Community Federation	100-General	(50,000.00)
588-012	Whole Block Demolition	100-General	<u>1,044,000.00</u>
		General Funds	\$ 0.00
		TOTAL	

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Department of Planning - cont'd

<u>CIP#</u>	<u>Project</u>	<u>Source</u>	<u>Change</u>
588-962	Northwest Neighbor- hood Improvements	612-Slots Revenue	(\$ 175,000.00)
418-006	Northwest School Improvements	612-Slots Revenue	<u>175,000.00</u>
		Slots Revenue	\$ 0.00
		TOTAL	

After the March 25, 2013 Board of Finance approval, the following adjustments were made to the FY 2014 Capital Budget.

474-028	FY 14 Maryland Community Parks	690-Other State Funds	(\$ 665,000.00)
474-794	Druid Hill Park Superintendent Mansion	603-State Open Space Grants	1,000,000.00
517-911	Quarantine Road Landfill Site Improvements	100-General Funds	2,500,000.00
520-004	Stormwater Management	405-Stormwater Utility Funds	<u>4,244,000.00</u>
		TOTAL	\$7,079,000.00

The recommendations of the Planning Commission along with the revisions by the Department of Finance are reflected in the submitted recommendations. The recommended program totals \$5.579 billion for capital projects during FY 2014-2019 and \$1.169 billion to be appropriated as part of the FY 2014 Budget.

UPON MOTION duly made and seconded, the Board **NOTED** receipt of the revisions to the FY 2014 Capital Budget and the FY 2014-2019 Capital Improvement Program. The President **ABSTAINED**.

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President: "The first item on the non-routine agenda can be found on Page 1, the Department of Finance will present the proposed Ordinance of Estimates for Fiscal Year 2014 and an Ordinance to Levy and Collect a Tax and request authorization to advertise the Ordinance of Estimates. Mr. Kleine, will you please come forward.

Mr. Andrew Kleine, Budget Director: "Good morning Mr. President, Madam Mayor, Madam Comptroller, members of the Board of Estimates. I am here today to present the Board with the proposed fiscal 2014 Ordinance of Estimates and changes to the preliminary plan and the proposed ordinance to levy and collect a tax. The proposed fiscal 2014 ordinance of estimates totals 3.58 billion for all funds. The total includes 2.407 billion for operating expenses, an increase of 88.8 million or 3.8% from the fiscal 2013 adopted budget, and 1.17 billion for capital expenses. For the General Fund, the proposed ordinance includes a total of 1.62 billion, an increase of 44.7 million or 2.8% above the fiscal 2013 level. Of this amount, 1.58 billion is for operating expenses, an increase of 9.2 million or 0.6% above the fiscal 2013 level, 45.2 million is for PAYGO capital, an

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increase of 35.5 million. There are only a few significant changes from the preliminary plan. The State fund recommendation includes a new 20.8 million from the Exelon merger for Energy Efficiency and Assistance Programs, to be administered by several agencies. This is the first installment of 52.8 million in funding over three years, awarded competitively by the Maryland Public Service Commission. Also, 1.2 million is reallocated within the Police Department to fully fund the operation of four helicopters and 3 million is provided for the purchase of police tasers and field based reporting hardware and software. The Proposed Ordinance to Levy and Collect a Tax, reduces the City's Real Property Tax Rate from 2.268 per \$100.00 of assessed value to 2.248 per \$100.00 of assessed value and a Personal Property Tax Rate from \$5.67 per \$100.00 of assessed value to \$5.62 per \$100.00 dollars of assessed value. I ask your Honorable Board to approve these two proposed ordinances for consideration by the City Council. I will be happy to answer any questions."

President: "Ah, Comptroller?"

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Comptroller: "Yes, I just have a couple of questions for the record. The budget states that our most valuable asset are our youth. Could you just state for the record, what this budget does to develop, nurture, and to protect our youth."

Mr. Andrew Kleine: "Sure. We have ah-- we have included some new investments. One is \$1.2 million dollars to um-- operate eight afterschool recreation centers. These are centers that would have otherwise closed or would have forced diversion of staff from the model um-- recreation centers that we are providing. Ah, it also includes the City's contribution toward the \$1.1 billion dollar effort to modernize school buildings. Ah-- so, we have \$38 million dollars in this budget, \$10.5 million comes from the beverage container tax. We have \$10 million coming from um-- ah-- MOU that we entered two years ago that leverages state formula funding for our schools for capital purposes. Also \$17 million in the capital budget for projects specific funding. Um-- that amount will be increasing over the next few years as the casino comes on-line and we begin to receive those revenues. We have ah-- maintained and actually increased funding for the out-of-school time programs that are ah-- administered by the Family

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League, including ah-- Ready to Read Program. We have new funding in this budget for a ah-- Baby Basics, ah-- maternal literacy program, um-- we have-- we are converting some earmarked funding into competitive grants for ah-- to promote educational outcomes. So, overall we are increasing the funding for children in this budget."

Comptroller: "What about for seniors?"

Mr. Andrew Kleine: "Ah-- for seniors, we are maintaining the-- the ah-- I think one of the strong suits of this budget, is because it contains um-- a number of the initiatives in the ten year financial plan, its allowing us to protect and maintain funding at current levels of service, almost across the board, and that includes for senior programs."

Comptroller: "Okay, and could you clarify something? I think that some of the employees of the City are confused about the 1% um-- for the contribution to the pension."

Mr. Andrew Kleine: "Sure."

Comptroller: "They believe that it's going to their separate account, but it's really going to um-- help with the unfunded liability."

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Mr. Andrew Kleine: "Well, what-- what the budget reflects is the ten year plan proposal to phase in an employee contribution for the pension system. So, employees will um-- contribute one percent of their salary in the first year and then um-- an additional percentage, up to five percent, five years from now. So, the way that will work is, employee contribution is theirs. Um-- if you leave, um-- you are vested. You take that money with you. The idea is that will reduce the City's contribution and allow us to actually fund pay increases for employees on a consistent basis over the next ten years."

Comptroller: "And so is this one percent um-- contingent-- is the two percent raise contingent on the one percent contribution?"

Mr. Andrew Kleine: "It is."

Comptroller: "Okay, so the-- in order to get the two percent, the um-- the one percent is connected to it?"

Mr. Andrew Kleine: "Right."

Comptroller: "So, are there any um-- anticipation of healthcare benefit-- healthcare premiums increasing for the staff-- employees?"

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Mr. Andrew Kleine: "No. I mean we are not planning any--."

Comptroller: "Future--."

Mr. Andrew Kleine: "additional um-- changes in this budget to health benefits. We made as you know, we made significant changes in the fiscal thirteen budget um-- but we are focusing in this budget on some-- some pension changes."

Comptroller: "So, on the contribution for the pension, it goes from 1% to 5%."

Mr. Andrew Kleine: "Yes."

Comptroller: "But there is a 2% increase for salary increases this year."

Mr. Andrew Kleine: "Right."

Comptroller: "So--"

Mr. Andrew Kleine: "and the plan is that there will be 2% increases in-- in each of those 5 years."

Comptroller: "Okay, good."

Mr. Andrew Kleine: "In fact, in each of ten years of the plan."

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But again, each everything kind of fits together so, if we can't get um-- benefit reforms done, then we are not going to be able to afford the pay increases."

Comptroller: "I think that's all of my questions."

President: "Any other questions? I entertain a motion."

City Solicitor: "Ah--move approval of the Budget as submitted, including um-- the authorization to publish um-- including the tax rate--the new tax rate to proposed to be at 2.248 per \$1,000.00-- per \$100.00 of assessed value, personal property from 5.67 down to 5.62 per \$100.00 of assessed value."

Director of Public Works: "Second."

President: "All those in favor say Aye."

City Solicitor: "Aye."

President: "Those opposed, Nay. Please note that as President I **ABSTAIN.**"

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Department of Finance - Six-Year Capital Improvement Program

ACTION REQUESTED OF B/E:

The Board is requested to adopt the Six-Year Capital Improvement Program for Fiscal Years 2014 through 2019.

BACKGROUND/EXPLANATION:

The Department of Finance completed its review of the Six-Year Capital Improvement Program for Fiscal Years 2014 through 2019 and recommends its adoption.

As required by City Charter, the first year of this program represents the Capital Budget for Fiscal Year 2014 and will be included in Part B of the proposed Ordinance of Estimates.

The Six-Year Capital Improvement Program is summarized as follows:

(Dollars in Thousands)

Source	2014	2015	2016	2017	2018	2019	Total
G.O. Bonds	50,000	50,000	48,000	48,000	48,000	48,000	292,000
General Fund	37,200	7,700	7,700	7,700	7,700	7,700	75,700
General Fund (HUR-eligible)	8,000	15,600	16,000	16,000	16,000	15,800	87,400
Revenue Loans	425,334	626,892	953,662	125,872	149,731	182,500	2,463,991
Federal	60,337	69,944	46,530	26,064	22,419	22,374	247,668
State	192,647	64,957	38,820	37,682	11,145	11,857	357,108
Other	395,565	752,658	578,589	131,206	97,670	99,212	2,054,900
Total	1,169,083	1,587,751	1,689,301	392,524	352,665	387,443	5,578,767

UPON MOTION duly made and seconded, the Board adopted the Six-Year Capital Improvement Program for Fiscal Years 2014 through 2019. The President **ABSTAINED**.

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Board of Finance - Six Year Capital Improvement Program

By City Charter, the review of the Capital Improvement Program includes an endorsement by the Board of Finance. At a scheduled meeting on March 25, 2013, the FY 2014 Capital Budget, totaling \$1,169,083,000.00, and the FY 2014 - 2019 CIP totaling \$5,578,767,000.00, as amended by the Department of Finance, was presented to the Board of Finance. Following the presentation, the Board of Finance endorsed the CIP as summarized below:

**Board of Finance Recommended 2014-2019 CIP
(\$000)**

Source	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Fiscal 2019	Total
GO Bonds	50,000	50,000	48,000	48,000	48,000	48,000	292,000
General Fund	37,200	7,700	7,700	7,700	7,700	7,700	75,700
General Fund (HUR)	8,000	15,600	16,000	16,000	16,000	15,800	87,400
Revenue Loans	425,334	626,892	953,662	125,872	149,731	182,500	2,463,991
Federal	60,337	69,944	46,530	26,064	22,419	22,374	247,668
County Grants	353,627	714,158	521,383	77,906	37,370	42,012	1,746,456
State Grants	192,647	64,957	38,820	37,682	11,145	11,857	357,108
Utility	20,838	22,000	38,306	40,000	49,000	45,000	215,144
Other	21,100	16,500	18,900	13,300	11,300	12,200	93,300
Total	1,169,083	1,587,751	1,689,301	392,524	352,665	387,443	5,578,767

The Board **NOTED** the report of the Board of Finance and adopted the Six-Year Capital Improvement Program for Fiscal Year 2014 through 2019. The Mayor **ABSTAINED**. The President **ABSTAINED**.

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PERSONNEL MATTERS

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UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

1414 - 1426

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

The President **ABSTAINED** on item no. 23.

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PERSONNELHealth Department

	<u>Hourly Rate</u>	<u>Amount</u>
1. DELLA YVONNE DUNCAN	\$13.00	\$13,520.00

Account: 4000-499013-3030-513200-601009

Ms. Duncan will continue to work as a Community Outreach Worker/Special Populations for the STD/HIV Prevention Program. Her duties will include, but will not be limited to recruiting clients for STD/HIV testing in community settings with high incidence of syphilis and/or HIV infection, identifying venues and key community stakeholders to reach priority populations such as youth and Men Who Have Sex with Men. She will also provide client-based health education and risk reduction counseling for STD/HIV prevention, complete intake forms, client logs and other paper work associated with the outreach testing program, and assist with the collection of gonorrhea and Chlamydia specimens. The period of the agreement is July 1, 2013 through June 30, 2014.

2. Reclassify three positionsa. Job No. 2700-47640

From: Job Code 81113
 Class: Social Worker II
 Grade: 092 (\$45,992.00 - \$56,004.00)

To: Job Code 81171
 Class: Social Services Coordinator
 Grade: 084 (\$35,510.00 - \$39,994.00)

b. Job No. 2700-16093

From: Job Code 81111
 Class: Social Work Associate II
 Grade: 089 (\$40,540.00 - \$49,222.00)

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PERSONNELHealth Department - cont'd

To: Job Code: 81171
 Class: Social Services Coordinator
 Grade: 084 (\$33,510.00 - \$39,994.00)

c. Job No. 2700-16122

From: Job Code: 81111
 Class: Social Work Associate II
 Grade: 089 (\$40,540.00 - \$49,222.00)

To: Job Code: 81172
 Class: Senior Social Services Coordinator
 Grade: 086 (\$35,947.00 - \$43,361.00)

Cost: (\$28,515.00) - 5000-532813-3044-273300-601001
 5000-533111-3044-273300-601001

The DHR has completed classification studies of the Department of Health to reclassify the three positions. These positions function in the Office of Aging and CARE Services, Client Services Division.

3. Reclassify the following vacant position:Job No. 3030-37103

From: Job Code: 62260
 Class: Licensed Practical Nurse
 Grade: 435 (\$36,167.00 - \$41,301.00)

To: Job Code: 62211
 Class: Community Health Nurse I
 Grade: 537 (\$47,929.00 - \$56,594.00)

Cost: \$13,914.00 - 4000-424613-3030-294500-601001

MINUTES**PERSONNEL**Department of Recreation and Parks

	<u>Hourly Rate</u>	<u>Amount</u>
4. KATHERINE BROWER	\$35.00	\$63,700.00

Account: 5000-578713-4711-361800-601009

Ms. Brower will work as an Urban Planner in the Capital Development Division. Her duties will include but are not limited to developing constituency-based citywide master plans for the City's park system and recreation facilities; designing and conducting surveys and analyzing data to assess community needs. She will also represent the Department on issues involving park planning that impact other agencies and act as liaison with community groups and local non-profit groups. The period of the agreement is April 27, 2013 through April 26, 2014.

5. Create the following four positions

- a. Job Code: 34421
Class: Fiscal Technician
Grade: 088 (\$38,939.00 - \$47,176.00)
Job number to be assigned by BBMR
- b. Job Code: 74148
Class: Design Planner III
Grade: 115 (\$51,000.00 - \$62,200.00)
Job number to be assigned by BBMR
- c. Job Code: 74147
Class: Design Planner II
Grade: 113 (\$46,700.00 - \$56,500.00)
Job number to be assigned by BBMR
- d. Job Code: 74146
Class: Design Planner I
Grade: 111 (\$41,700.00 - \$52,200.00)
Job number to be assigned by BBMR

Cost: \$275,706.00 - 1001-000000-4711-361800-601001

MINUTES**PERSONNEL**Circuit Court for Baltimore City

	<u>Hourly Rate</u>	<u>Amount</u>
6. TIERRA R. GREGORY	\$29.47	\$53,900.00

Account: 5000-544413-1100-11700-601009

Ms. Gregory will serve as an Assistant Counsel for the Circuit Court of Baltimore City. Her duties will include but are not limited to reviewing motions and making recommendations in a wide variety of civil non-domestic cases, performing legal research, and drafting opinions and orders. She will be responsible for training and supervising others including paralegals, legal assistants, and academic interns; preparing for meetings with the Bar Association concerning tax sale and mortgage foreclosure cases. Other duties include assisting with redemption hearings and status conferences in tax sale cases and being on-call for the judges during their hearings. The period of the agreement is effective upon Board approval for one year.

State's Attorney's Office

7. DENISE LESNIEWSKI	\$28.34	\$34,008.00
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Account: 1001-000000-1150-118000-601009

Ms. Lesniewski, retiree, will continue to work as a Secretary. She will be responsible for managing a database that tracks lab results from the Police Department to assure that prosecutors throughout the Office of the State's Attorney know the status of each request in preparing for trial. She will also track lab reports for every trial, post conviction petition, DNA conviction petition, Actual Innocence petition, motions to reopen post conviction petitions, and various new trial motions. The period of the agreement is May 11, 2013 through May 10, 2014.

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PERSONNELPolice Department

	<u>Hourly Rate</u>	<u>Amount</u>
8. ALLAN D. CARREIRA	\$32.50	\$67,600.00
Account: 4000-472013-2252-694200-601009		
<p>Mr. Carreira will serve as a Court Operations Specialist. He will be responsible for tracking and updating all felony gun cases for GunStat, overseeing the Civil Citation Pilot Program, reviewing and analyzing the Criminal Citation Program, working extensively with civil and criminal citations, assisting the Baltimore Police with warrant projects, tracking Failure to Appear and conducting court and case disposition research. The period of the agreement is June 1, 2013 through May 31, 2014.</p>		
9. EARL W. MAISEL	\$200.00 per scheduled examination, and \$100.00 for each scheduled exam no-show	\$50,000.00
10. BRIAN J. HORTON	" "	\$35,000.00
11. ROSE M. BROCK	" "	\$35,000.00

Account: 1001-000000-2003-195500-603026

Messrs. Maisel and Horton, retiree, and Ms. Brock, retiree, will continue to work as Polygraph Examiners (PE). Each PE will be responsible for consulting with Background Investigators, assisting in developing an investigative plan for questioning, conducting scheduled polygraph examinations, and providing written evaluations of examinations. They will develop intelligence liaisons with federal, state, and local law enforcement agencies concerning the latest polygraph investigative methods. The period of the agreement is effective upon Board approval through April 23, 2014.

MINUTES**PERSONNEL**Police Department - cont'd12. a. Abolish the following five positions:

- 41179 - Community Service Officer
Grade: 080 (\$29,343.00 - \$34,518.00)
Job No.: 2042-40928
- 71141 - Fingerprint Technician
Grade: 082 (\$31,225.00 - \$36,934.00)
Job No.: 2044-19259
- 71146 - Fingerprint Technician Supervisor
Grade: 086 (\$35,947.00 - \$43,361.00)
Job No.: 2042-19242
- 33252 - Typist II
Grade: 075 (\$26,316.00 - \$29,913.00)
Job No.: 2042-19484
- 34133 - Accounting Assistant III
Grade: 084 (\$33,510.00 - \$39,994.00)
Job No.: 2042-33538

b. Create the following five positions:

- 33566 - Stores Supervisor II
Grade: 110 (\$40,000.00 - \$56,800.00)
1 Position
Job number to be assigned by BBMR
- 33562 - Storekeeper II
Grade: 080 (\$29,343.00 - \$34,518.00)
4 Positions
Job numbers to be assigned by BBMR

Cost: \$1,752.80 - 1001-000000-2042-220000-601001

MINUTES**PERSONNEL**

Department of General Services (DGS)

13. Reclassify the following two positions:

Job Nos. 1890-19703 and 1890-19708

From: Job Code 33257
Class: Word Processing Operator II
Grade: 075 (\$26,316.00 - \$29,913.00)

To: Job Code 33212
Class: Office Assistant II
Grade: 075 (\$26,316.00 - \$29,913.00)

There are no costs associated with this personnel matter.

14. Reclassify the following position:

Job No. 1890-19706

From: Job Code 33257
Class: Word Processing Operator II
Grade: 075 (\$26,316.00 - \$29,913.00)

To: Job Code 33213
Class: Office Assistant III
Grade: 078 (\$27,958.00 - \$32,241.00)

Cost: \$2,365.00 - 2030-000000-1890-189300-601001

MINUTES

PERSONNEL

DGS - cont'd

15. Reclassify the following encumbered position:

Job No. 1913-22762

From: Job Code 33112
Class: Data Entry Operator II
Grade: 078 (\$27,958.00 - \$32,241.00)

To: Job Code 33741
Class: Title Records Assistant
Grade: 086 (\$35,947.00 - \$43,361.00)

Cost: \$2,709.00 - 1001-000000-1913-191900-601001

Mayor's Office of Information Technology

16. Reclassify the following vacant position:

Job No. 1472-34808

From: 33155 - Systems Supervisor
Grade 120 (\$64,800.00 - \$91,100.00)

To: 10153 - IT Project Manager
Grade 989 (\$72,800.00 - \$119,000.00)

Costs: \$130,149.00 - 1001-000000-1472-165800-601001

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PERSONNELDepartment of Public Works17. Reclassify the following six vacant positions:Job Nos. 5153-15372 & 5153-15373

a. From: 54422 - Motor Vehicle Driver II
Grade 430
(Two Positions)

To: 54412 - Motor Vehicle Driver II
Grade 490

Job Nos. 5153-15368 & 5153-47541

b. From: 54421 - Motor Vehicle Driver I
Grade 427
(Two Positions)

To: 54411 - Motor Vehicle Driver I
Grade 487

Job Nos. 5153-15382 & 5153-32374

c. From: 52941 - Laborer
Grade 423
(Two Positions)

To: 52931 - Laborer
Grade 482

Cost: \$3,298.00 - 1001-000000-5153-387800-601001

The Department of Human Resources has completed a classification study of the Department of Public Works request to reclassify the above referenced positions from annual salary rates to hourly salary rates as the positions become vacant in order to eliminate duplicate classifications. The duties and responsibilities are similar in nature and scope to those of the requested classifications.

MINUTES**PERSONNEL**Department of Human Resources18.a. Create the following Non-Civil Service class:

10249 - Information Technology Manager
Grade 123 (\$53,900.00 - \$76,000.00)

b. Reclassify the following position:

Job No. 1901-19985

From: 33197 - Information Technology Manager
Grade 123 (\$53,900.00 - \$76,000.00)

To: 10249 - Information Technology Manager
Grade 123 (\$53,900.00 - \$76,000.00)

c. Abolish the following class:

33197 - Information Technology Manager
Grade 123 (\$53,900.00 - \$76,000.00)

There are no costs associated with these actions.

The Civil Service Commission approved the establishment of the Information Technology Manager classification in the Non-Civil Service due to the strategic nature of the work performed. Positions assigned this classification require intimate knowledge of security technology and data for protecting the City's assets from criminal and terrorist activity. They are also responsible for developing policies and procedures critical to the protection, retention, and decriminalization of sensitive data. This classification's responsibilities involve the exercise of policy-making discretion and require special trust and confidence that is inconsistent with membership in the Civil Service. This position is to be considered a Position of Trust in accordance with policy outlined in the Administrative Manual, Section 237-1.

MINUTES**PERSONNEL**Department of Housing & Community Development19. Upgrade the following Class:

42136 - General Superintendent of Housing Inspections

From: Grade 118 (\$58,800.00 - \$83,800.00)

To: Grade 121 (\$68,500.00 - \$95,700.00)

Cost: \$13,351.46 - 1001-000000-5832-412800-601001

Department of Transportation

	<u>Hourly Rate</u>	<u>Amount</u>
20. KENNETH UNITAS	\$30.00	\$62,400.00

Account: 1001-000000-1952-194100-601009

Mr. Unitas will work as a Special Operations Manager. His duties will include, but are not limited to providing security oversight of daily tow yard operations, including vehicle storage, regularly-held vehicle auctions, and burn retrievals. His duties also include providing assessment, oversight, and implementation of requisite policies and procedures to ensure the safety of vehicle escorts, vehicle owners, security guards, and the public. He will receive and investigate claims pertaining to integrity failures and damages resulting from negligence or abuse; review and investigate claims for the purpose of increasing vehicle retention and reducing liability and claims loss, etc. The period of the agreement is effective upon Board approval for one year.

Mayor's Office of Criminal Justice (MOCJ)21. a. Create the following class:

10250 - Senior Criminal Justice Associate
 Grade 943 (\$51,200.00 - \$79,600.00)
 Job No. to be assigned by BBMR

MINUTES**PERSONNEL**

MOCJ - cont'd

b. Create one position:

Senior Criminal Justice Associate
Job No. to be assigned by BBMR

Cost: \$108,000.00 - 4000-471312-2023-212602-601001

Employees' Retirement System

22. Reclassify the following position:

Job Nos. 1520-47211 and 1520-47302

From: Job Code 33212
Class: Office Assistant II
Grade: 075 (\$26,316.00 - \$29,913.00)

To: Job Code 34421
Class: Fiscal Technician
Grade: 088 (\$38,939 - \$47,176.00)

Cost: \$145,718.00 - 6000-604013-1520-168500-601001

Office of the President

23. **THOMAS A. PHILLIPS, III** \$20.98 **\$27,274.00**

Account: 1001-000000-1000-104800-601009

Mr. Phillips will continue to work as a Special Community Liaison. His duties will include, but are not limited to informing the Director of Neighborhood Relations of hot issues and concerns among communities, promoting the City Council President's initiatives and achievements, and serving as a point of contact for neighborhood referrals. He will also develop ideas for legislation, attend regular meetings

MINUTES**PERSONNEL**Office of the President - cont'd

and special events of the Office of Neighborhood Relations represent the City Council President at events or meetings, distribute relevant information from various City agencies and Boards, and monitor legislative bills relevant to communities. The period of the agreement is effective UPON MOTION duly made and seconded, the Board approved and authorized execution of the Board approval for one year.

MINUTES

Department of Housing and - Supplemental and Amendatory
Community Development (DHCD) Agreement No. 1

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Supplemental and Amendatory Agreement No. 1 - to the Community Development Block Grant 35/36/37 with Park Heights Renaissance, Inc.

AMOUNT OF MONEY AND SOURCE:

\$275,000.00 - 9993-917201-9593-900055-709076

BACKGROUND/EXPLANATION:

This amendatory agreement with the Park Heights Renaissance, Inc. authorizes additional funds to capitalize the Park Heights Renaissance Homeowner Rehabilitation Deferred Loan Program. This program provides deferred loans to Community Development Block Grant eligible existing owner-occupant homeowners residing in the Park Heights Stabilization area to make needed home repairs.

The time of performance remains in effect as long as any one of the following is in effect: (a) loan funds are outstanding, (b) deferred loan periods have not expired (c) the national objective has not been achieved and/or (d) there remains any possibility of recovering loan funds.

MWBOO GRANTED A WAIVER.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

DHCD - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$275,000.00	9993-904963-9587	9993-917201-9593
38 th Community	Park Heights	Park Heights
Development	Redevelopment	Renaissance
Block Grant	Reserve	

This transfer will provide funds to the Park Heights Renaissance for the rehabilitation deferred loan program in the Park Heights Community.

A PROTEST WAS RECEIVED FROM MS. RHONDA WIMBISH.

The Board of Estimates received and reviewed Ms. Wimbish's protest. As Ms. Wimbish 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. Wimbish.

UPON MOTION duly made and seconded, the Board approved and authorized execution of Supplemental and Amendatory Agreement No. 1 to Community Development Block Grant 35/36/37 with Park Heights Renaissance, 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.

April 23, 2013

To: Board of Estimates

From: Rhonda Wimbish (representing myself as a 6th district resident)

Re: Protest for pages 19-20

Park Heights Renaissance to receive \$275,000 in CDBG funds

Dear Board of Estimates,

I Rhonda Wimbish am filing this protest as a resident and active community advocate in the 6th district. Park Heights Renaissance has failed to produce any development results since it's been in existence. Community Development Block Grant (CDBG) funds was not intended by Housing Urban Development (HUD) to pay salaries. There have been no formal audits provided to the public to disclose where the funds for Park Heights Renaissance have been applied. The internal audits only give an overview of previous development plans that were attempted but never carried out.

The salaries generated by the staff at Park Heights Renaissance is at least 3 times that of the residents in the Park Heights community, therefore preventing the staff from understanding and empathizes with the very people they are to service. The \$275,000, CDBG funds that has been used for salaries that come from tax payers by way if HUD initiatives are an abuse of Federal Aid to provide for oppressed communities.

The Park Heights Renaissance Homeowner program to assist homeowners living in the Park heights Stabilization area with repairs of their homes has been not effective. Park Heights Renaissance has failed to produce an appropriate amount of success to warrant additional funding for this program.

If this protest is not accepted by the Board of Estimates, it will be used as a point of record for a previous claim filed with HUD Inspector General against Park Heights Renaissance. That claim identifies the "NO Bid" contract approved for the development of the Renaissance Senor Facility to be built and supported by the City Council in the 5 and ~~6~~ districts of Baltimore City.

Sincerely,



Rhonda Wimbish
3514 White Chapel Rd.
Baltimore, Md. 21215

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a release of land disposition agreement for the sale of the properties located at 1516 and 1518 Baldwin Street to Mr. Martin Lopez and Mr. Jeremiah Sparrow, developers.

AMOUNT OF MONEY AND SOURCE:

No City funds will be expended.

BACKGROUND/EXPLANATION:

On May 21, 2008, the Board approved a land disposition agreement (LDA) with Mr. Lopez and Mr. Sparrow. They are unable to redevelop these two vacant lots. Mr. Lopez and Mr. Sparrow have found a buyer who is able to redevelop the properties, but is unwilling to buy the properties, subject to the LDA. The DHCD is willing to release the LDA, subject to the sale to a third party who is able to redevelop the property.

MBE/WBE PARTICIPATION:

MBE/WBE participation is not applicable in that this is to release the developers from the terms and conditions of the original contract.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the release of land disposition agreement for the sale of the properties located at 1516 and 1518 Baldwin Street to Mr. Martin Lopez and Mr. Jeremiah Sparrow.

MINUTES

Department of Housing and Community Development (DHCD) - Agreement to Modify Deed and Homeownership Addendum

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement to modify deed and homeownership addendum with Willie M. Myles for the property known as 2328 Madison Avenue.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

In 2005, the City, through the SCOPE Program, sold the property to Mr. Willie M. Myles for \$45,000.00, with a homeownership addendum. Mr. Myles failed to renovate the property and now intends to sell to a new buyer who will renovate the property and will occupy or sell it to an owner occupant. The addendum allows the project to move forward with a new developer, Mr. David W. Allen and his wife Ms. Diettra V. Allen will pay \$24,500.00 for the property.

The new buyer will use private funds to acquire and renovate the property.

The Home-owner's addendum requires the owner to occupy the property after completion, or sell it to an owner-occupant. The agreement facilitates the project moving forward with a new developer, while allowing the City some amount of control in ensuring the original homeownership covenants with the Reservoir Hill Improvement Council are adhered to.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement to modify the deed and homeownership addendum with Willie M. Myles for the property known as 2328 Madison Avenue.

MINUTES

Department of Housing and - Lien Release
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the release of liens, plus all accrued interest and/or penalties on the vacant property located at 1628 N. Warwick Avenue, for the transferee, Coppin State University.

AMOUNT OF MONEY AND SOURCE:

\$ 9,797.71, plus all accrued interest and/or penalties

BACKGROUND/EXPLANATION:

On October 24, 2012, the Board approved a lien release for this property in the amount of \$9,404.42. The transferee, Coppin State University failed to settle within 120 days from the approval date as stipulated in the agreement, thereby invalidating the document.

This is a new request for the release of liens pursuant to the Annotated Code of Maryland, Tax Property 14-806, which gives the Board the authority to release liens against real property under certain circumstances. In this case, the property in question complies with all requirements under the lien release law:

- the property is a vacant house,
- the liens exceed the assessed value of the property, and
- the transferee will redevelop the property and return it to productive use within a reasonable time and eliminate blighting conditions.

The transferee, Coppin State University will redevelop the vacant property, return it to productive use within a reasonable time, and eliminate blighting conditions. Coppin State University will assemble properties as part of a ten-acre site for the construction of a new Science and Technology Center. The release of liens on the property will make it financially feasible for redevelopment to move forward and prevent tax abandonment.

MINUTES

DHCD - cont'd

Prior to settlement, transferee will pay the purchase price listed in the Agreement of Sale in the amount of \$20,000.00 to the City. This amount exceeds the flat tax and water charges of the property in the amount of \$2,041.23. The amount paid will be applied to satisfy the water bill, real estate flat taxes first and other liens that have accrued prior to the date of this lien release.

Any additional property tax assessments, water charges, and liens that accrue from the date of this lien release will be the responsibility of the transferee to pay prior to settlement. Failure to record the deed and pay the purchase price of \$20,000.00, within 120 days from the date of approval by the Board, will void this release.

UPON MOTION duly made and seconded, the Board approved the release of liens, plus all accrued interest and/or penalties on the vacant property located at 1628 N. Warwick Avenue, for the transferee, Coppin State University.

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 (MDDHCD) for Strategic Demolition and Smart Growth Impact Funds (SGIF), Neighborhood BusinessWorks Program (NBWP), or Neighborhood Conservation Initiative (NCI) funding. A local government resolution of support is required by the State for all applications to this program for funding.

- | | | |
|----|---|--------------------------------|
| 1. | HOUSING AUTHORITY OF BALTIMORE CITY
(HABC) | \$260,000.00
(SGIF) |
|----|---|--------------------------------|

The HABC has applied for \$260,000.00 in SGIF funds to assist with Phase II homeownership efforts of the Barclay/Old Goucher Neighborhood Redevelopment Project. The funds will be used for the deconstruction of 23 vacant buildings and the excavation and replacement of engineered fill in 18 vacant lots that will become the footprint for Phase II efforts. When complete, Phase II will consist of 30 homeownership units (19 newly constructed buildings and 11 rehabilitated buildings) and a 30,000 square foot park that will serve the community.

- | | | |
|----|--|--------------------------------|
| 2. | PEOPLE'S HOMESTEADING GROUP (PHG) | \$ 65,000.00
(SGIF) |
|----|--|--------------------------------|

The PHG will deconstruct two buildings, documenting the benefits and costs of taking down vacant houses essentially by hand with no heavy demolition machinery. The benefit to the community is the containment of contaminated dust.

The deconstruction of the project will involve taking down two vacant, dilapidated, and structurally unsound rowhouses. The deconstruction will comply with all Maryland Occupational Safety and Health standards, as well as EPA

MINUTES

DHCD - cont'd

requirements to protect the demolition workers, adjacent neighbors and the community as well. A total of 10 temporary jobs will be created during the construction period of the project. The project will also contribute to a revitalization effort centered on the significant transit system intersection of Greenmount Avenue and East North Avenue.

The PHG has applied for \$65,000.00 in SGIF funds in support of this project's estimate at \$825,000.00 in total development costs.

3. **THE WYLIE FUNERAL HOME, P.A.** **\$ 57,500.00**
(NBWP)

The Wylie Funeral Home, P.A. proposes to construct a 10,847 square foot single level funeral home located at 701 N. Mount Street. The vacant property contains approximately 1.6 acres and is located along Mount Street in the Harlem Park neighborhood.

The Wylie Funeral Home, P.A. will invest approximately \$180,567.00 in the construction and soft costs of the building. The M&T Bank will provide construction and permanent financing while The Baltimore Development Corporation will provide a \$100,000.00 loan to assist with furniture, fixtures, and equipment.

4. **TRF DEVELOPMENT PARTNERS, INC.** **\$3,500,000.00**
(NCI)

TRF Development Partners, Inc. is requesting funds to support two projects: Preston Place and City Arts. Both projects continue efforts that are underway through the Neighborhood Stabilization 3 Program (NSP3). The organization is requesting \$2,551,875.00 to acquire and redevelop up to 51 properties located in Preston Place in

MINUTES

DHCD - cont'd

the Oliver community. The Preston Place Redevelopment is being undertaken through a partnership with East Baltimore Development, Inc. To assist with the City Arts development, \$948,125.00 is requested to acquire up to 17 properties located in Greenmount West.

- | | | |
|----|---|---------------------------------|
| 5. | COPPIN HEIGHTS COMMUNITY
DEVELOPMENT CORPORATION (CHCDC) | \$1,050,000.00
(NCI) |
|----|---|---------------------------------|

The CHCDC is requesting a total of \$1,050,000.00 which will be used to support three projects. The amount of \$470,000.00 will be used towards the redevelopment of the former Hebrew Orphan Asylum located at 2700 Rayner Avenue and which is part of the former Lutheran Hospital site. The site was acquired by Coppin State University in 2003. The redevelopment plans include a healthy foods market and a community health center.

In addition, \$500,000.00 will be used to support the CHCDC's ongoing efforts to redevelop vacant properties located in the 2700 block of West North Avenue as affordable rental units, specifically: 2711, 2721, 2725, 2727, and 2729 West North Avenue. To ensure that existing residents benefit from the CHCDC's planned investment, the application requests \$50,000.00 to provide façade improvements and emergency repair grants. The balance of the funds in the amount of \$30,000.00 will be used to cover administrative costs.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned local government resolutions. The Comptroller **ABSTAINED** on item no. 5. The Comptroller **ABSTAINED** on item no. 3, and item no. 5.

MINUTESDepartment of Finance - Pilot Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a PILOT agreement with Manor South Limited Partnership.

AMOUNT OF MONEY AND SOURCE:

\$ 1,932,600.00	- Bank Loan
945,000.00	- Baltimore City HOME Funds
500,000.00	- Weinberg Foundation
13,706,006.00	- LIHTC Equity
<u>75,000.00</u>	- Developer Equity

\$17,158,606.00

BACKGROUND/EXPLANATION:

Manor South Limited Partnership is the owner of the property located at 3617 Fords Lane. Under the terms of this PILOT agreement, the owner of this property will pay the City in lieu of Baltimore City real estate taxes, 10% of the project's gross revenue less the utility expense.

This project is being sponsored by Comprehensive Housing Assistance, Inc. (CHAI), a non-profit developer using Low Income Housing Tax Credits (LIHTC). The project will create 90 units of affordable elderly rental housing. This project is the final phase of a whole-site redevelopment in the Parks neighborhood.

The project will have 53 one-bedroom units available to individuals that are 62 years of age or older and who earn 60% or less of the area median income, as defined by the U.S. Department of Housing and Urban Development. There will also be 37 two-bedroom units with the same restrictions. The project will also have 14 one-bedroom units designated for non-elderly persons with disabilities from the Housing Authority of Baltimore City. This project further supports the City's efforts to increase the supply of affordable housing in the Park Heights neighborhood.

MINUTESFinance - cont'd

The PILOT is being requested under 7-503 of the Tax Property Article of the Annotated Code of Maryland (2012 Replacement Volume). The Project meets the requirements of the Act and is entitled to the PILOT. The financing of LIHTC projects like this relies on the ability of the developer to use very limited cash flow to support private and State debt sources.

In this project, a total of Net Operating Income of only \$273,339.00 (net of taxes) is dedicated to debt service of \$142,972.00, State cash flow debt, and real property taxes. The estimated full taxes on this project would be between \$180,000.00 and \$210,000.00 annually. The approval of this PILOT is necessary to obtain financing for this project.

MBE/WBE PARTICIPATION:

The project will be receiving other assistance from the City in the form of a HOME loan. When the loan is approved by the Board, the Commitment to Comply will be executed by the developer, in conjunction with the City loan documents.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the PILOT agreement with Manor South Limited Partnership.

MINUTES

Department of Housing and - Modification to HOME Loan
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the modification to the HOME Investment Partnership Program loan for the Coppin Heights Community Development Corporation (CDC).

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:

No additional funds are required.

BACKGROUND/EXPLANATION:

On February 10, 2011, the Board approved a HOME Investment Partnerships Program loan to the Coppin Heights Community Development Corporation, (borrower), in the amount of \$120,000.00 (original HOME loan). The proceeds of the original HOME loan were used to assist Coppin Heights CDC with a portion of the construction costs of the Coppin Heights Homeownership project. This project consisted of three units located at 2777 W. North Avenue, 2779 W. North Avenue, and 2781 W. North Avenue in the Coppin Heights community (the project).

On March 14, 2012, the Board approved a supplemental HOME Investment Partnership Program loan to the borrower in the amount of \$90,000.00. Proceeds of this supplemental loan were to be used to further subsidize the three unsold townhome units within the Coppin Heights Homeownership project. To date, all three of the units have been completed.

MINUTES

DHCD - cont'd

Two of the units, 2777 W. North Avenue and 2781 W. North Avenue, were sold for approximately \$130,000.00 and \$140,000.00 to first-time homebuyers with incomes at or below 80% of the area median income (AMI), adjusted for family size. The remaining unit, 2779 W. North Avenue remains unsold.

As with most HOME loans made in connection with for-sale housing, upon the sale of the unit, each purchaser assumed a pro rata share of the original HOME Loan made to the borrower, which was \$40,000.00 per unit.

Like many public and private homeownership developments, the Coppin Heights Homeownership initiative has suffered from the collapse of the for-sale housing market. Buyers have become extremely cautious and while interest rates are very low, the credit score needed to qualify for a loan has risen dramatically, decreasing the pool of buyers even more. Additionally, housing prices have dropped substantially. As a small community development corporation, Coppin Heights CDC cannot afford to continue to absorb losses.

The modification to the HOME loan will allow for a reduction in the number of the original HOME Units, a reallocation of HOME funds and a modification of certain conditions of the original loan. If approved, the project will now consist of the two completed and sold units located at 2777 W. North Avenue and 2781 W. North Avenue. The Department's total HOME subsidy amount to each of the two units (as such term is defined in the 2011 and 2012 Board memoranda) will now be \$105,000.00 per unit, of which \$40,000.00 per unit (or \$80,000.00 aggregate) has been assumed by the buyer of each unit and the remainder being a development subsidy.

MINUTES

DHCD - cont'd

Because of the reallocation of funds, the one unsold homeownership unit will be deleted from the original scope of the Project. It is important that the modification agreement be approved in order to meet the objectives and requirements of the HOME program and not be subject to any recapture provisions which could be imposed by the U. S. Department of Housing and Urban Department (HUD).

The matter has been discussed with the local HUD office and they have expressed no objection from their perspective.

MBE/WBE PARTICIPATION:

Article 6, Subtitle 28 of the Baltimore City Code Minority and Women's Business Program is fully applicable and no request for a waiver or exception has been made.

UPON MOTION duly made and seconded, the Board approved the modification to the HOME Investment Partnership Program loan for the Coppin Heights Community Development Corporation, and authorized the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law. The Comptroller **ABSTAINED**.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

1442 - 1444

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**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Planning</u>		
1. \$ 50,000.00	9905-912012-9186	9905-920012-9188
21 st Economic	CHAP Historic	CHAP Historic
Dev. Loan	District Façade	District Facade
	Reserve	Active

This transfer will provide funds for the CHAP Historic District Façade Grant Program, and will provide low income households within the historic housing district with grants for exterior home improvements.

Department of Housing and Community Development

2. \$152,500.00	9910-904984-9587	9910-906011-9588
30 th Community	Homeownership	Employee Home-
Dev. Bonds	Incentive	buying Assistance -
	Program	Vacants to Value
40,000.00	9910-910017-9588	9910-911029-9588
30 th Community	Buy Into Baltimore	Live Near Your
Dev. Bonds	Program - Trolley	Work Program
	Tour	
<u>\$192,500.00</u>		

This transfer will provide funds for the Baltimore Housing's Homeownership Incentive Program for fiscal year 2013.

3. \$ 32,596.90	9910-902985-9587	9910-905102-9588
	Housing Dev.	Dolfield Shopping
	Racetrack Funds	Center Façade
	Reserve	Racetrack Funds
227,403.10	9910-902985-9587	9910-904207-9588
	Housing Dev.	Pimlico Community
	Racetrack Funds	Development
	Reserve	Racetrack Funds

MINUTES**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and community Development - cont'd</u>		
17,547.91	9910-907994-9587 Special Capital Projects - Racetrack Funds Reserve	9910-904207-9588 Pimlico Community Development - Racetrack Funds
<u>\$277,547.91</u>		

This transfer will move appropriations from reserve accounts to cover deficits in the Dolfield Shopping Center Façade and Pimlico Community Development accounts.

Department of Recreation and Parks

4. \$679,000.00	9938-903794-9475	9938-905794-9474
General Fund	Reserve - Druid Hill Park Mansion Improvements	Active - Druid Hill Park Mansion Improve- ments

This transfer will provide funds to cover costs associated with the funding agreement with People Foundation for redevelopment of the former Superintendent's Mansion at Druid Hill Park approved by the Board on March 31, 2010.

5. \$ 12,000.00	9938-906765-9475	9938-904765-9474
State	Reserve - Courts and Fields Renovations FY09	Active - Courts and Fields Renovations FY09

This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1164, Task No. 9 to Hord Coplan Macht, Inc. The funds will also be used reconcile the account's deficit.

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation & Parks - cont'd</u>		
6. \$ 20,000.00	9938-901744-9475	9938-904744-9474
Rec. & Parks	Reserve - Clifton	Active - Clifton
25 th Series	Park Recreation	Park Recreation
	Center	Center

This transfer will provide funds to cover the costs associated with Change Order No. 16 for Clifton Park Recreation Center, Contract RP10811.

7. \$ 40,000.00	9938-904758-9475	9938-901758-9474
MVR	Reserve - Major	Active - Major Park
	Park Improvements	Improvements FY09
	FY09	

This transfer will provide funds to cover the costs associated with furnishing and installing park signs in Druid Hill Park.

MINUTES

Police Department - Agreement, Amendment No. 1 to Grant Agreement, and Acceptance of Grant Adjustment Notification

The Board is requested to approve and authorize execution of a grant agreement, amendment no. 1 to an agreement, and to approve the acceptance of a grant adjustment notification.

AGREEMENT

- 1. THE UNIVERSITY OF MARYLAND** **\$100,000.00**
MEDICAL SYSTEM - R. ADAMS COWLEY
SHOCK TRAUMA CENTER

Account: 4000-470012-2252-694201-607001

On October 5, 2011, the Board approved a grant award from the Bureau of Justice for FY'11 Justice Assistance Grant Program in the amount of \$940,666.00. This agreement with the organization will continue to serve as an integral component in the Violence Prevention Program by servicing the most at-risk populations in Baltimore City. The organization was selected to receive funds for the Violence Prevention Program. The period of the agreement is January 1, 2013 through December 31, 2013.

This agreement is late because it was recently received from the sub-grantee.

MWBOO GRANTED A WAIVER.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTESPolice Department - cont'dAMENDMENT NO. 1 TO AGREEMENT

2. MARYLAND EMERGENCY MANAGEMENT AGENCY (MEMA) (\$ 30,000.00)

Account: 4000-472413-2023-212600-600000

On October 17, 2012, the Board authorized a grant award agreement with MEMA for the FY12 Urban Area Security Initiative (UASI) grant program in the amount of \$1,476,804.00. This amendment no. 1 will reallocate the USAI grant funding to complete regional projects. The net change to the total award is a decrease of \$30,000.00, making a new total for this grant award \$1,446,804.00. All other terms and conditions of the agreement will remain unchanged.

AUDITS NOTED THIS AMENDMENT.

GRANT ADJUSTMENT NOTIFICATION

3. UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS \$0.00

On December 22, 2010, the Board authorized and approved acceptance of the grant award from the U.S. Department of Justice, Office of Justice Programs for the FY'10 Baltimore City Juvenile Screening and Diversion Program. The GAN is a no-cost time extension and extends the award period from March 31, 2013 to September 30, 2013.

The acceptance of the GAN will allow time for the City to ensure that three service contracts are completed and satisfactory executed. The contracts are geared to reduce juvenile delinquency.

AUDITS NOTED THE NO-COST TIME EXTENSION.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Police Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the grant agreement, amendment no. 1 to an agreement, and approved the acceptance of a grant adjustment notification.

MINUTES

Department of Communication Services - Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a consultant agreement with HPA Consulting Group, Inc. (HPA). The period of the agreement is effective upon Board approval for six months.

AMOUNT OF MONEY AND SOURCE:

100% contingency fees

BACKGROUND/EXPLANATION:

The Department of Communication Services will retain the consultant to implement the next phase of recommendations for telecommunication cost reductions for the City.

The HPA will recommend additional ways to lower telecommunication costs while maintaining their service levels. This analysis will include but not be limited to telephone lines/circuits that the City is no longer using, reconfiguring existing services and eliminating services that should not be on the City's invoice.

The HPA will accomplish this phase of the project through a number of methods including analyzing telecom usage reports, calling services to see if they are in service, field surveys of the City's telecommunications infrastructure, and considering additional pricing plans from existing vendors. HPA has the expertise and staff with over 200 years of experience and knowledge in telecommunications systems and facilities network to perform this audit. The HPA will use a combination of staff including Field Technicians, Billing Analysts, clerical and key HPA principals. HPA will implement recommendations on behalf of the City and verify through billing analysis that the accepted recommendations have been implemented.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the consultant agreement with HPA Consulting Group, Inc.

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following page:

1450

All of the EWOs had been reviewed and approved

by the Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

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.</u>	<u>Compl.</u>
<u>Bureau of Water and Waste Water</u>				
1. EWO # 016, (\$64, 843.00) - S.C. 8526, Sludge Digester Facilities at the Back River Wastewater Treatment Plant				
\$38,667,000.00	\$251,821.74	Ulliman Schutte Construction, LLC	0	12.94
2. EWO # 017 (\$166,766.00) - S.C. 8526, Sludge Digester Facilities at the Back River Wastewater Treatment Plant				
\$38,667,000.00	\$186,978.74	Ulliman Schutte Construction, LLC	0	12.94
3. EWO #035 \$28,280.00 - W.C. 1164, Towson Finished Water Reservoir Cover and Miscellaneous Repairs				
\$18,393,000.00	\$473,702.88	Whiting Turner Contracting Co., Inc.	-	-
4. EWO #037 \$63,656.45 - W.C. 1164, Towson Finished Water Reservoir Cover and Miscellaneous Repairs				
\$18,393,000.00	\$504,372.62	Whiting Turner Contracting Co., Inc.	-	68
5. EWO #004 \$0.00 - W.C. 1214R, Repaving Utility Cuts at Various Locations				
\$3,984,398.50	\$363,832.11	Monumental Paving & Excavating, Inc.	0	58

The overruns and underruns cancel each other out.

MINUTES

Bureau of Water & Wastewater - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 022, to Rummel, Klepper & Kahl, LLP, under Project 1143R - Inspection Services, (S.C. 900 and W.C. 1224). The original agreement will expire on June 28, 2015. The period of this task is one year.

AMOUNT OF MONEY AND SOURCE:

\$ 51,836.89 - 9956-905644-9551-900020-705032 (S.C. 900)
96,268.52 - 9960-910703-9557-900020-705032 (W.C. 1224)
\$148,105.41

BACKGROUND/EXPLANATION:

The consultant will provide inspection staff for S.C. 900, Improvements to Sanitary Sewers in Upper Jones Falls and Maryland Avenue Areas in the Jones Falls Sewershed, and W.C. 1224, Carver Vo-Tech High School Area Water Main Replacement per their proposal dated February 19, 2013.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 022, to Rummel, Klepper & Kahl, LLP, under Project 1143R, Inspection Services (S.C. 900 and W.C. 1224).

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 015 to Louis Berger Water Services, Inc. under Project No. 1161, On-Call Construction Management Services.

AMOUNT OF MONEY AND SOURCE:

\$169,870.32 - 9950-904327-9527-900010-705032

BACKGROUND/EXPLANATION:

Under this task, the consultant will provide construction inspection services for TR 10314, Parcel D, Inner Harbor East Improvements Phase III. The scope of services includes project management and quality assurance during work, periodic field visits to review inspector work, and construction inspection.

MBE/WBE PARTICIPATION:

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

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. 015 to Louis Berger Water Services, Inc. under Project No. 1161, On-Call Construction Management Services.

MINUTES

Department of Transportation - Refund of Excess Proceeds
from an Auction

ACTION REQUESTED OF B/E:

The Board is requested to approve payment, by Expenditure Authorization, of the refund of excess proceeds from a City vehicle auction to the registered owner, Ms. Cecilia Yvonne Harris-Lemmon.

AMOUNT OF MONEY AND SOURCE:

\$7,252.00 - 1001-000000-1950-505215-401774

BACKGROUND/EXPLANATION:

The refund represents the proceeds beyond the expenses of receiving, storing, and disposing of the vehicle in question at auction. The refund is in accordance with AM-303-1 and Article 31, Section 97 of the Baltimore City Code (2000).

The registered owner and/or lien holder was properly notified that the vehicle was at the Towing Section, and the vehicle remained unclaimed. Therefore, the vehicle was sold at auction and the owner has requested the refund of the excess proceeds from the auction.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the payment of the refund of excess proceeds from a City vehicle auction, by Expenditure Authorization, to the registered owner, Ms. Cecilia Yvonne Harris-Lemmon.

MINUTES

Mayor's Office of - Agreement
Employment Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Humanim, Inc. The period of the agreement is April 15, 2013 through December 31, 2013.

AMOUNT OF MONEY AND SOURCE:

\$33,250.00 - 4000-807513-6312-672005-603051
4000-806713-6312-672005-603051
1001-000000-6331-672015-603051

The exact accounts and amounts drawn from those accounts cannot be determined until the participants are registered.

BACKGROUND/EXPLANATION:

Humanim, Inc. will provide Deconstruction Worker training for ten eligible participants enrolled in an on-the-job employer based customized training program.

Humanim, Inc. will provide a customized training plan for each participant prior to the start of training. Deconstruction Worker training will include learning basic steps to deconstruct a building and salvage materials. Participants will develop jobsite skills that will enable them to obtain employment in the deconstruction, construction, and business industry. Training will also include learning safety requirements, deconstruction

MINUTES

MOED - cont'd

tool usage, health hazard recognition and prevention, and management of salvaged materials.

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 Humanim, Inc.

MINUTES

BOARDS AND COMMISSIONS1. Prequalification of Contractors

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

Abel Recon, LLC	\$	3,996,000.00
Alliance Roofing & Sheet Metal, Inc.	\$	8,000,000.00
Bulls Group, LLC	\$	27,000.00
EMH Environmental, Inc.	\$	8,000,000.00
E.T. Pigatt Enterprises, LLC	\$	279,000.00
Graver Tank, Company	\$	1,500,000.00
Hess Construction + Engineering Services, Inc.	\$	134,118,000.00
Iacoboni Site Specialists, Inc.	\$	35,127,000.00
Marine Technologies, Inc.	\$	8,000,000.00
Oscar Renda Contracting, Inc.	\$	469,935,000.00
Partition Plus, Inc.	\$	1,500,000.00
Towson Mechanical, Inc.	\$	35,316,000.00
Worcester Eisenbrandt, Inc.	\$	8,000,000.00

2. Prequalification of Architects and Engineers

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

BVF Engineering, Inc.	Engineer
Colbert Matz Rosenfelt, Inc.	Engineer Land Survey
Gant Brunnett, Architects, Inc.	Architect
Hatch Mott MacDonald, LLC	Architect Engineer Land Survey

MINUTES

BOARDS AND COMMISSIONSPrequalification of Architects and Engineers - cont'd

iDesign Engineering, Inc.	Engineer
KPN Architects, LLC	Architect
MIN Engineering, Inc.	Engineer
Structura, Inc.	Engineer
Waldon Studio Architects & Planners	Architect

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

MINUTES

Department of General Services - Developer's Agreement No. 1275

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1275 with JAG Washington Gateway, LLC. developer.

AMOUNT OF MONEY AND SOURCE:

\$188,745.00

BACKGROUND/EXPLANATION:

JAG Washington Gateway, LLC is building apartments near The Johns Hopkins medical campus and needs fire-suppression and domestic water services, conduit, and streetscaping. This developer's agreement will allow for the upgraded improvements.

An Irrevocable Standby Letter of Credit in the amount of \$188,745.00 has been issued to JAG Washington Gateway, LLC, which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of developer's agreement no. 1275 with JAG Washington Gateway, LLC.

MINUTES

Department of General Services (DGS) - Energy Efficiency
Community Block Grant
Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the energy efficiency community block grant agreement with Creative City Public Charter School Foundation, Inc. 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

BACKGROUND/EXPLANATION:

The DGS has been provided with funds from the Energy Efficiency Community Block Grant (EECBG) for facility upgrades and retrofits that will significantly improve energy efficiency in facilities operated by Baltimore City non-profit organizations.

Creative City Public Charter School Foundation, Inc. will implement energy efficiency upgrades by providing much needed window replacement retrofits to the Kipp School located at 2810 Shirley Avenue.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

(The energy efficiency community block grant agreement has been approved by the Law Department as to form and legal sufficiency.)

This item was was **WITHDRAWN**.

MINUTES

Dept. of General Services - Minor Privilege Permit Application

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 3139 Fait Avenue	D Carey Development, LLC	Garage extension 10'8" x 4'

Annual Charge: \$149.25

A PROTEST WAS RECEIVED FROM MS. JOYCE MACH.

President: "The first item on the non-routine agenda can be found on page 1. The Department of Finance will present the proposed, oh, I'm sorry. The second item on the non-routine agenda can be found on page 51, item no. 1, Minor Privilege Permit Application, 3139 Fait Avenue. Will the parties please come forward. Okay, um-- you can speak into the mic and we are ready to go."

Martha Grande: "I'm Martha Grande from--"

President: "You have to speak into the mic."

Martha Grande: "Martha Grande from the Department of General Services representing the Minor Privilege Office."

David A. Carey, D. Carey Development LLC: "I'm David Carey the owner of 3139 Fait Avenue."

Joyce A. Mach: "And I'm Joyce Mach. I'm the abutting property owner of 810 South East Avenue."

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President: "Okay, who's going to do the explaining?"

Martha Grande: "This is concerning a garage um-- extension. Um-- Ms. Mach is protesting the fact that Mr. Carey wants to extend out from his property about four feet to accommodate a two-car garage at 3139 Fait Avenue. All the paper work has gone through. All of the Departments have approved it. He has received all of his permits. We do not have a problem with it. It is a very large sidewalk. It's at least fourteen feet wide. Unusual for Canton. Um-- Ms. Mach has um- some concerns about this extension."

President: "Okay."

Joyce Mach: "Well, I don't' think it's-- "

President: "Can you talk into the Mic."

Joyce Mach: "I'm sorry. I don't think it's--"

President: "Go ahead and pull it down and state your name."

Joyce Mach: "Sorry. Ah-- Joyce Mach. I don't think that the sidewalk is fourteen feet. Probably more or less it's like twelve, because there is approximately three squares. Now, um-- I sorry I didn't bring enough photographs, but the first photograph will show um-- where the down spouting is and you can see the um-- what do you call it, um-- plywood over one of the doors, and you can see my front door. So, one of the garage entrances is exactly four feet from my front door and when they

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start up a car, I'm going to be breathing exhaust fumes in my house because no house is air tight. Ah, you can see also, too where the down spouting is, it should not be over the sidewalk because it's on an angle going down and when the weather is bad and it freezes, it's creating a problem of safety on the sidewalk. Basically you can see where in the first photograph that there is an indentation in the sidewalk-- sidewalk where all of the previous -- ever since I've been there, over 47 years, that the drainage from the house goes under the sidewalk and down the gutter. You can also see where there has been um-- the um-- roofer Dibellio put the downspout in. Now why he did it, I don't know. I think it's basically, one of his customs, but ah the photograph will show that this is my cellar there in the corner under the um -- under the downspout there is leakage under the ground going into my cellar. You can see the splashes on the side of my house from the construction that these guys have done. To no avail will anybody listen, to quote come and clean it up. This is the addition he put onto the house I used to have um-- sunlight coming into the back of my house, but that addition has basically a piece of plywood. On top of the plywood they put a sheet of insulation board-- what is, it the same as that- insulation board, and then they put on some stucco, and this is the addition that they put on the second floor. So, I

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don't have any quote, natural sunlight there coming in anymore. And he boarded up the cellar windows and I don't think he should have done that. Um, I don't understand, you know, why he is going carte blanche and the City Building Inspector basically let him do what he wants to do. Um, he demolished the inside of the house. He took out the beams. You don't take out beams in houses that are over 100 years old when the beams go three and four house widths. We are not doing individual houses. You're doing beams going 45 maybe 60 feet. He demolished all the beams. There was no permit to do that. You had to demolish. It said nothing about removing the beams to that kind of thing and rebuilding the structure completely. And I don't see how you can have three bedrooms and three baths on the second floor, and not have any rooms in the cellar for living, so why did you block up cellar windows? But, basically I am going to be smelling exhaust fumes, and I have asthma and I don't, I don't think that this should be permitted. And basically and another thing too is, the City of Baltimore-- I talked to a gentleman. His name is Rod in the um Zoning Administration. You have no definition for a garage. When this house was built in 1880, it was in the county. Basically, it started out as a candy store. They made candy in the cellar. Because those doors, quote, are what you call garage size doors. If they were smaller doors, you'd call it a shed. It

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they were larger you would be calling them a barn, but this was basically storage, and in the 47 years that I have lived there, no vehicles have ever been parked in there, and back in 1880, I doubt that they had automobiles. But all these basic corner houses were little grocery stores, little confectionary stores. Um, at the end of the block, across the street it was a jewelry shop and that is why they had these, quote, storage areas in the rear, but these are not garages and they never have been and you all don't even have a definition on your books as, quote, garages. And why you all have permitted this and nobody complains about it, I don't know. Other than in Canton, we have a ah-- transient type neighborhood. A year and a half to two years they come and they go. They are not staying in the city and going to be living here for 40 years and going to the public schools and supporting the local areas. They come and they go and that's what this-- that's the whole gist of the neighborhood. But I don't trust this guy as far as I can throw him. Look, he tries to get away with doing things and you all let him do it."

President: "Ms. Grande, can you respond to any of the things that she said?"

Martha Grande: "Um-- I have, and I can certainly share it with you, um-- support from the community. Ah, the Council-- the

MINUTES

Canton Improvement Association has ah-- supported Mr. Carey's undertaking. Um-- people in the neighborhood have signed a petition. On the back, has a rendering of what he's proposing. Um-- Councilman Kraft I believe-- I believe Councilman Kraft has um-- supported this. Um-- as far as her having problems ah-- medically, we don't'-- we can't answer that. He-- our records indicate that, Coun-- and Deputy Commissioner Braverman um-- , um-- specified last week he checked all records. Everything was done-- permitted properly. Um-- I can't answer her concerns as far as physically inside the building. Um-- there is also I think --there is also a rendering from Google that we found, that shows ah what the building looked like maybe four or five-- three or four years ago. Um-- and it shows you his rendering of ah-- of the extension. So, I cannot answer all of her questions concerning construction, except to say um-- he has the proper permits and I have to assume that inspectors went out and inspected every step of the way as they normally would."

President: "Okay."

Comptroller: "Let me ask you a question. This is just a rendering. This is just a rendering. Is this exactly what it's going to look like?"

David A. Carey: "Um-- yes, the property is completely there, except for the garage extensions. It was a-- a historical

MINUTES

renovations done exactly to Baltimore City historical specs. Every permit has been pulled-- has been inspected. I've renovated over 350 homes in Canton in the last 15 years. Um-- I've met with the Community. I walked door to door to all the neighbors. I've renovated several homes adjacent to Ms. Mach. Um-- you know, it's-- she's never talked to me. She's never voiced a concern except yelling out of the second story window that you'll never get a rooftop deck. You'll never do this. You'll never do that. Over the years, I've had run-ins with her. At 3137, she used to yell out of her bedroom window, 'You'll never going to build a rooftop deck, over my dead body' and such. Um-- I have a letter from the neighbor adjoining 3139 Fait. They have written that says they support it. As far as car fumes go, there's many garage townhouse developments that park cars in the garage and then back them out. This does have an exhaust system in the garage. I don't see how it would cause more fumes than a car started up directly in front of Ms. Mach's house. Um-- like like I've said, this is a gorgeous, gorgeous renovation. It should win an award for-- its done to historical specs. As far as the construction goes, I know that Ms. Mach is not an expert on construction. Um-- but we do remove the floor joist in-- in-- in instances where the ceilings are very high, so that way we do not have to dig or underpin or affect any

MINUTES

neighboring houses. They ah-- in these houses, the joists do not run through. They are on the four inch party wall. Um-- again, I have a letter of support from the adjacent neighbor to the house. Um-- and I followed every City code. There's been no fines on this house. It's been completely inspected. It's signed-off on and it's awaiting the use and occupancy on the outcome of the garage. I've met with Mr. Kraft personally on the property, knocked on every door on East Avenue, um-- and got support from everyone except Ms. Mach."

President: "Okay. Um-- you have anything else to follow up on this?"

Joyce A. Mach: "Yeah, he doesn't exactly tell the truth. Um--"

President: "Can you speak into the mic, please?"

Joyce A. Mach: "Okay, I'm sorry. He's not exactly telling the truth. I don't yell and scream. I asked you guys and it goes nowhere. Um-- as far as the house next door, you renovated that house. You closed-in the exit from the cellar in the backyard. The idea is, these are things, if there is a fire, to be servicing the property for a fire. That these things were in place when the houses were built, and as far as quote, um-- going 'historical' you took out the tin roof in the front room, and that was the original roof. These things that you are doing and the City um-- Inspectors everybody knows that the City

MINUTES

Building Inspectors have a reputation, and they leave much to be desired. Um-- one of your things with the um--".

City Solicitor: "Could you move-- could you focus please on the minor privilege permit before us and not the City Building Inspectors."

Joyce A. Mach: "Okay. What are these things were he's going to put out the bumper. This is where the down spouting should go under the sidewalk. It should not go quote, 'over the sidewalk.'" "

President: "Okay, I call for a vote."

Mayor: "Does is go over the sidewalk?"

Joyce A. Mach: "And as far as that goes, where the um-- in one of the photos you'll see, this is where the break in for the sidewalk um-- for the garage. Ah, what do you want to call it, back in or break in? It only goes over here to the first opening. Here he would have go as an angle to come back in. That is going to be very difficult to park."

President: "You had a question."

Mayor: "Just about the, the ah--"

David A. Carey: "The downspout. I have no problem putting that under the um-- the driveway, and again, this is a two-car garage. From the original pictures, it was four garage doors. When I bought the house it had a car in the garage that I had to

MINUTES

pull out and get rid of, and I have no problem putting the downspout under the sidewalk. I have not done that yet because I am waiting to find out if I get the garages. The when I break and redo the pad that's all cracked up, I can-- I have no problem putting that underneath. And Ms. Mach, I don't want to get into credibility. Um, I know you have attacked mine a couple of times, but I believed you had applied for a minor privilege permit and falsified the signatures.

President: "No, sir. Hold up. We're not-- we're not-- we're not going there."

City Solicitor: "That's one thing we don't need."

President: "No, sir. That's it."

City Solicitor: "The President will entertain a motion."

President: "I will entertain a motion."

City Solicitor: "Move approval of the minor privilege permit and denial of the protest."

Mayor: "Can it include the downspout?"

City Solicitor: "Yeah, with the understanding the ah-- that the individual-- that-- that you will take care of the downspout issue as you indicated you would."

MINUTES

President: "All in favor say aye."

City Solicitor: "Aye."

President: "All apposed nay. The motion carries."

Joyce A. Mach: "Mm, mm, mm, typical City of Baltimore."

* * * * *

810 South East Avenue
Baltimore, Maryland 21224
October 5, 2012

Certified Mail, Return Receipt Requested

Ms. Harriette Taylor, Clerk
Board of Estimates
100 North Holliday Street
Baltimore, Maryland 21202

Subject: 3139 Fait Avenue

Dear Ms. Taylor:

The owner of 3139 Fait Avenue, (a buyer, fix-it-up and resell it person) is going to use the two storage areas at the rear of 3139 for the parking of vehicles. His application makes it sound like these two spaces have been used for vehicle parking. In my 44 plus years of living at 810 South East Avenue, no vehicle has even been parked in these spaces.

This property abuts the side of my home and we are separated by a two foot footpath. These two doors are too close to my front door. When a vehicle is started up the exhaust will migrate into my home (no home is completely air tight), Also, I believe they have sanded and are going to leave exposed the fire wall on the first floor adjoining 3137 Fait. Won't some of the fumes migrate next door too? Would this also not be a potential fire hazard, letting vehicles start up in these two spaces? This is an end property with the side facing East Avenue (a good 70 feet plus and also the front of the house space for parking) with space for the parking of their vehicles.

When the house was built the rear spaces were for storage. The property was originally a candy store with candy being made in the cellar.

I have asthma and only 65% capacity of my lungs? I do not need parking next to my front door, unless you are trying to hasten my demise.

Also, the cellar windows have been sealed up (the are on the east side of the house facing East Avenue). So there is no second exit from the cellar in case of fire.

Also, a second room has been added to the second floor rear of the property. It has taken away the morning sun and diminished the natural light which I have enjoyed these many years. My view of the street and the sky has been taken away, all I have to look at is the side of this "new" addition. The morning sun is also gone from shining into 3137 and 3135 Fait Avenue. This addition must not be allowed to exist!

Finally, this same buyer/reseller renovated the property at 3137 Fait and completely removed the rear cellar door in the back yard (now there is no second exit from cellar now).

I do not trust anything this man constructs. He knows what he is doing is not right and just tries to get away with what he can.

I hope that Board does not approve the storage area reuse for vehicle parking and does not approve the second floor addition.

Very truly yours,

Joyce Mach

Joyce Mach

MINUTES

Department of General Services (DGS) - Ratification

ACTION REQUESTED OF B/E:

The Board is requested to ratify the services provided and approve payment to Roy Kirby & Sons, Inc.

AMOUNT OF MONEY AND SOURCE:

\$69,449.00 - 9910-908987-9588

BACKGROUND/EXPLANATION:

This approval will allow payment to Roy Kirby & Sons, Inc. for installation of concrete sidewalk, detectable pavers, and landscaping along the 600 block of Fallsway.

The new sidewalk for the Fallsway Housing and Service Center project was omitted from the project because of the Department of Transportation's (DOT) plans to construct a new Bike Trail along Fallsway. The DOT project did not materialize until after completion of the new Housing and Service Center. Since the sidewalks were required to open the facility for public use, the DGS directed Roy Kirby & Sons, Inc. to perform the work.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved ratification and payment for the services provided by Roy Kirby & Sons, Inc.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Condemnation</u>			
1. Ritu Rana	930 N. Bradford St.	L/H	\$16,250.00

Funds are available in account 9910-908044-9588-900000-704040, Milton-Montford Project.

Department of Law - Payment of Settlements

2. 3349 Woodland, LLC	3349 Woodland Ave.	F/S	\$22,000.00
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On March 14, 2012, the Board approved the acquisition by condemnation of the fee simple interest in the property located at 3349 Woodland Avenue for \$28,000.00. The owner valued the property at \$75,000.00. The parties agreed to settle the action for the amount of \$50,000.00. Therefore, the Board is requested to approve an additional \$22,000.00.

Funds are available in account 9910-903187-9588-900000-704040, Park Heights Demo-Woodland/Virginia Avenue Corridor.

3. Robert Mickey	730 E. Biddle St.	L/H	\$ 533.00
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On February 1, 2012, the Board approved the acquisition by condemnation of the leasehold interest in 730 E. Biddle Street for the amount of \$5,067.00, based upon appraisal reports obtained from independent appraisers. The owner of the property interest valued it at \$24,000.00. The owner's appraisal report was questioned extensively by the Law Department, the Department of Housing and Community Development, and the Real Estate Department. The owner has decided to settle the claim for \$5,600.00 (i.e., and additional \$533.00). The \$5,600.00 will be used to reduce the

MINUTES

Department of Law - cont'd

outstanding municipal liens and charges against the property. At the time of settlement the owner owed \$9,725.92 in municipal liens and charges. The Board is requested to approve an additional \$533.00.

Funds are available in account 9990-907714-9593-900001-704040, Johnston Square Project.

UPON MOTION duly made and seconded, the Board approved the condemnation, and payment of settlements.

MINUTES

Baltimore Development Corporation - Local Government Resolution

BALTIMORE DEVELOPMENT CORPORATION (BDC)

\$250,000.00
CLP

The Board is requested to approve and authorize execution of a local government resolution in support of the BDC's application to the State of Maryland Department of Housing and Community Development for the Community Legacy Program (CLP). A local government resolution of support is required by the State for all applications to this program for funding.

The BDC has applied for funds from the Maryland Department of Housing and Community Development for the Community Legacy Program to fund neighborhood and commercial district improvements in commercial districts in Baltimore City for the following projects:

Baltimore Main Streets Façade Improvement Grant Fund - \$150,000.00

Highlandtown Place Making Fund for improvements to areas around the MTA bus stops on Eastern Avenue - \$100,000.00

UPON MOTION duly made and seconded, the Board approved and authorized execution of the local government resolution in support of the BDC's application to the State of Maryland Department of Housing and Community Development for the Community Legacy Program.

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

The Board is requested to approve and authorize execution of the agreements, ratify the agreements, and authorize payment for services rendered.

AGREEMENTS

1. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$197,461.00**

Account: 4000-422513-3030-271516-603051

The JHU will provide personnel to manage the Syphilis Elimination Project (SEP). The JHU will oversee the Rapid Response Team and monitor one SEP sponsored community-based organization. The period of the agreement is January 1, 2013 through December 31, 2013.

The agreement is late due to a delayed receipt of required documentation.

2. **JOHNS HOPKINS UNIVERSITY SCHOOL OF MEDICINE (JHUSOM)** **\$150,000.00**

Account: 4000-499013-3023-513201-603051

The JHUSOM will provide services in the area of expanded HIV testing. The JHUSOM will complete 5000 rapid HIV tests, ensure the provision of HIV test results to all patients, as well as provide post-test prevention counseling for all patients newly diagnosed with HIV infection. In addition, the organization will link all patients to medical care, offer prevention services for patients newly diagnosed with HIV infection. The JHUSOM will comply with all HIV testing, reporting, and documentation requirements of the Centers for Disease Control and Prevention, the Maryland Infection Disease and

MINUTES

Health Department - cont'd

5. **FAMILY HEALTH CENTERS OF BALTIMORE, INC.** **\$ 10,000.00**

Account: 5000-530313-3041-605800-603051

The organization will work with the Department to provide information and education services on tobacco use prevention and cessation to young adults, ages 18-24. The services will be provided in community settings and social settings to reduce secondhand smoke exposure. The period of the agreement is July 1, 2012 through June 30, 2013.

This agreement is late because funding was awarded on January 28, 2013 and further delays occurred because the Department was waiting on an acceptable budget and scope of services.

6. **TOTAL HEALTH CARE, INC.** **\$126,000.00**

Account: 4000-499013-3023-513200-603051

The organization will provide services in the area of targeted outreach and HIV testing for High-Risk Heterosexuals in Baltimore City. The organization will increase HIV testing among persons seeking medical care in high HIV incidence neighborhoods by providing rapid and conventional HIV testing in new venues, thereby reducing HIV transmissions, ensuring early diagnosis of HIV infections, and increasing access to quality HIV medical care. The organization will provide on-going HIV prevention services for persons living with HIV and who become aware of their serostatus. HIV testing, partner services, and linkage to care activities supported by the Health Department will also be provided. The period of the agreement is January 1, 2013 through December 31, 2013.

This agreement is late because the Department was waiting for the required documentation.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

7. **HEALTH CARE FOR THE HOMELESS, INC. (HCH)** **\$ 53,245.00**

Account: 4000-499013-3023-513200-603051

The HCH will provide services to reduce high-risk behaviors related to the transmission of HIV in Baltimore City. The HCH will provide individual HIV/AIDS/STD education and risk reduction strategies using the Positive Wellness and Renewal Program curriculum, refer participants to HIV health and human services, and actively assist clients in accessing these services. The period of the agreement is January 1, 2013 through December 31, 2013.

This agreement is late because of the delay in receiving an acceptable scope and budget.

MWBOO GRANTED A WAIVER.

8. **LIGHT HEALTH AND WELLNESS** **\$ 94,000.00**
COMPREHENSIVE SERVICES, INC.

Account: 4000-499013-3023-513200-603051

The organization will provide HIV/AIDS/STD education and risk reduction strategies using the SELF Education/Support curriculum and the Healthy Relationships curriculum in an effort to prevent new HIV infections among men who have sex with men in Baltimore City, particularly African American Men who have tested seropositive for HIV. The period of the agreement is January 1, 2013 through December 31, 2013.

This agreement is late because the grant was awarded at the end of December 2012 and the delay in receiving an acceptable budget and scope of services.

MWBOO GRANTED A WAIVER.

MINUTESHealth Department - cont'dRATIFICATION OF AGREEMENTS

9. **LIGHT HEALTH AND WELLNESS COM-
PREHENSIVE SERVICES, INC.** **\$13,906.00**

Account: 4000-427613-3042-599602-603051

The organization provided Ryan White Part D Youth Services. The period of the agreement was July 1, 2012 through September 30, 2012.

The agreement is late because funding was awarded late in the fiscal year and because the Department was awaiting an appropriate scope of work and budget. The agreement was mailed to the provider for signature on September 26, 2012 and returned on October 10, 2012, after the agreement expired.

10. **HEALTH CARE FOR THE HOMELESS, INC. (HCH)** **\$24,000.00**

Account: 4000-499012-3030-513200-603051

The organization provided health education services to prevent new HIV infections among homeless intravenous drug users (IDUs) in the City. The program participants demonstrated increased knowledge of HIV/AIDS, modes of transmission, and risk reduction strategies, perceived risk for and severity of HIV/STD infection, mechanical skills and self efficacy for proper condom use and needle cleaning. The period of the agreement was July 1, 2012 through December 31, 2012.

On December 20, 2012, the Department's Program Manager requested an agreement with HCH for Health Education and Risk Reduction Prevention with Substance Abusers.

MINUTESHealth Department - cont'd

FY 2012 was the first year for direct funding from the Centers for Disease Control to the City. The vendors had historically been funded by the State of Maryland. The lack of clear guidance on how to handle the transition from State to City funding delayed the initiation of contracts and compliance with new documentation requirements from the City further lengthened delays. The Department expects that these existing issues have been addressed and should not delay the contract process moving forward.

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 agreements, ratification of the agreements, and authorized payment for services rendered. The President **ABSTAINED** on items no. 1 and 2.

MINUTES

Health Department - Notification of Grant AwardsACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the notification of grant awards (NGA).

1. **MARYLAND DEPARTMENT OF AGING (MDOA)** **\$ 90,803.00**
FY13 SENIOR HEALTH INSURANCE
PROGRAM (SHIP)

Account: 4000-433413-3023-273300-404001

The 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 and agreement is April 1, 2012 through March 31, 2013.

The NGA is late because the original NGA was received in June 2012 and was misplaced in the Department.

2. **MARYLAND DEPARTMENT OF AGING (MDOA)** **\$161,842.00**
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

Account: 6000-633513-3254-316200-404001

The interim award will allow the Department to provide funding for senior nutrition programs at designated meal sites or home delivered meals.

This interim NGA is based on 75% of the final FY12 NSIP funding and reflects the Department's award based on actual FY13 meal counts and the final FY12 award notification.

The NGA is late because it was just received from the MDOA.

MINUTES

Health Department - cont'd

APPROVED FOR FUNDS BY FINANCE

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

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

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay the Urban Coalition for HIV/AIDS Prevention Services (UCHAPS) membership dues. The period of the membership is January 1, 2013 through December 31, 2013.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 4000-499013-3030-513200-604051

BACKGROUND/EXPLANATION:

UCHAPS is a partnership of community members and health department representatives from urban jurisdictions most heavily impacted by HIV/AIDS. UCHAPS shares information, ideas, and resources gathered through technical assistance presentations with a broader audience through its website and at national conferences.

The Department's Bureau of HIV/STD services collaborates with UCHAPS for best practice documents to support program development and implementation.

The invoice was not paid due to a misunderstanding regarding the proper payment mechanism to use i.e Purchase Requisition or contractual agreement.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved an expenditure of funds to pay the Urban Coalition for HIV/AIDS Prevention Services membership dues.

MINUTES

Department of Finance - AM-204-18, Equal Employment
Opportunity Policy

ACTION REQUESTED OF B/E:

The Board is requested to approve a new Equal Employment Opportunity Policy, AM-204-18.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

AM-204-18, Equal Employment Opportunity Policy will replace two existing City policies. AM-226-1, Sexual Harassment Policy and PM-320, Equal Opportunity Complaints. The purpose of AM-204-18, Equal Employment Opportunity Policy is to provide an updated and more streamlined policy that incorporates all aspects of EEO compliance, including the principles of inclusion and non-discrimination, harassment and sexual harassment, and retaliation. The policy also sets forth the City's reporting procedures.

The proposed policy is designed in Compliance with all applicable local, state and federal laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information and Nondiscrimination Act, the Equal Pay Act, Title 20 of the Maryland State Government Article, and Article 4 of the Baltimore City Code.

The proposed policy was reviewed and recommended by a committee of agency human resources/legal representatives, which included the Department of Transportation, the Department of Public Works, the Department of General Services, the Baltimore City Fire Department, the Baltimore City Police Department, the Health Department, Recreation and Parks, Enoch Pratt Free

MINUTES

Department of Finance - cont'd

Library, Department of Finance, Baltimore Housing, Baltimore Convention Center, the Mayor's Office of Employment Development, and the City Council Offices. In addition, the policy was reviewed and recommended by the Law Department and the Office of the Labor Commissioner.

UPON MOTION duly made and seconded, the Board approved a new Equal Employment Opportunity Policy, AM-204-18.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

On the recommendations of the City agencies

hereinafter named, the Board

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

1487 - 1543

to the low bidders meeting the specifications,

deferred action, or rejected bids on those as indicated

for the reasons stated.

The Transfer of Funds was approved

SUBJECT to a receipt of favorable report

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

The Comptroller **ABSTAINED** on item no. 3.

Item No. 1 was deferred for one week.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases

1. B50002837, Furnish and Deliver Black Fill Mix (DPW/Bureau of Water Wastewater) Perma-Patch, Inc. \$200,000.00

MWBOO GRANTED A WAIVER.

A PROTEST WAS RECEIVED FROM SEABOARD ASPHALT PRODUCTS CO.

2. B50002861, Various Pipe & Fittings (DPW/Bureau of Water Wastewater) L/B Water Services, Inc. \$200,000.00

MWBOO GRANTED A WAIVER.

3. B50002251, Citywide Police Requested Towing Services - Additional Vendor (Department of Transportation) Frankford Towing Service, LLC \$300,000.00

On August 15, 2012, the Board approved an initial award to various vendors. On April 10, 2013, the Board approved the termination of three vendors and an additional award to four other vendors. For adequate coverage of the City, the using agency has determined that an additional vendor is required in the southeastern part of the City. The recommended awardee is the next responsible bidder eligible for award on this solicitation. With the requested action, the total contract value is \$3,300,000.00.

MBE: Chaudry Towing Co., Inc.	7.5%
JJ Adams Fuel Oil Co., LLC	2.5%
Total	10.0%

WBE: The Baltimore Auto Supply Co.	0.25%
CC Press Net, Inc.	2.75%
Total	3.00%

Seaboard Asphalt Products Company



410-355-0330
410-355-0331

1-800-536-0332
FAX: 410-355-5864

3601 FAIRFIELD ROAD
BALTIMORE, MARYLAND 21226
WWW.SEABOARDASPHALT.COM

March 14, 2013

City of Baltimore
Office of Comptroller
100 North Holliday Street
Baltimore, MD 21202

REF: Bid Protest
Solicitation # B500002837
Furnish & Deliver Black Fill Mix

Attention: Board of Estimates

I am writing to protest Solicitation # B500002837 Furnish and Delivery Black Fill Mix.

PROTEST CLAIMANT: Seaboard Asphalt Products Company
3601 Fairfield Road
Baltimore, MD 21226
Shawn Campbell
410-355-0330

BID PROTESTED: Solicitation # B500002837 Furnish and Deliver Black Fill Mix

BUYER: Abraham Bey, Engineer III

PROTEST DETAILS:

The product offered by Perma Patch is not in compliance with specifications for the Term of Agreement.

1. The Term of Agreement under Section SW2.B. of the solicitation is for three years from the effective date.
2. The Maryland Department of Environment Division of Air Quality defines asphalt cutbacks as asphalt mixed with VOC (petroleum distillate) under Specification Section 26.11.11.02 (See Attachment #1).

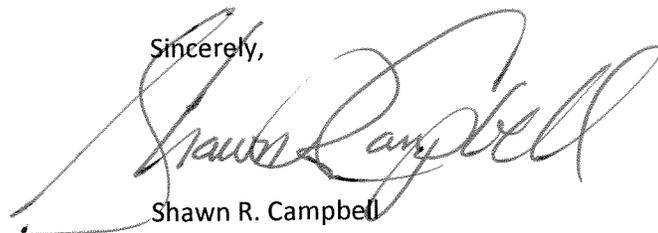
3. The Maryland Department of Environment Air Quality Regulation 26.11.11.02 currently states under Specification Section 02.C.2. (See Attachment #1) that asphalt cutbacks can only be utilized from October 15th through April 15th if necessary under the applications as requested in this solicitation.
4. The Perma Patch product offered is an asphalt cutback as listed on their company material safety data sheet (See Attachment #2). The Perma Patch product offered; to be in compliance with Maryland State Environmental Regulations, would place a condition or qualification on their bid submittal; which was not provided in their bid offer. The Perma Patch bid offer would violate the General Conditions of Bid, Proposal and Contract of this solicitation under Section GC10 by placing a condition on when the product could be used during the Term of Agreement.
5. The product offered from Perma Patch cannot be supplied or used during the complete Term of the Agreement.

RELIEF REQUESTED:

The bid offer from Perma Patch should be rejected because the product offered cannot be supplied during the Term of Agreement as stated in Solicitation # B500002837; therefore placing a condition on their submittal without an approved written addendum of the General Conditions of Bid, Proposal and Contract under Section GC10. The remedy under Section GC10 states that a bid offer “..which does not meet legal requirements shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration.”

I would thank you for review of our protest. If the Board of Estimates has any additional questions or would like clarification on any points; please do not hesitate to contact me at 410-355-0330 or via email at sales@seaboardasphalt.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn R. Campbell". The signature is fluid and cursive, with a large initial 'S'.

Shawn R. Campbell

MD Regulation

Page 1 of 1
Attachment
1

26.11.11.02

02 Asphalt Paving.

A. Definitions.

(1) "Asphalt" means a black to dark brown solid or semisolid material which liquefies when heated and the predominating constituents of which are bitumens which occur in the solid or semisolid form in nature or are obtained by petroleum refining.

(2) "Asphalt paving" means the applying of an asphaltic material to a surface.

(3) "Cutback asphalt" means an asphalt cement which has been liquefied by blending with VOC.

(4) "Emulsified asphalt" means a suspension or emulsion of asphalt and water as designated in ASTM or AASHTO Specifications as amended through November 14, 1980.

(5) "Penetrating prime coat" means an application of liquid asphalt to prepare an untreated base for an asphalt paving operation.

B. A person may not cause or permit the use or application of cutback asphalt for asphalt paving. Emulsified asphalt or other materials upon approval of the Department is acceptable.

C. Exemptions. The provisions of §B of this regulation do not apply to the use or application of cutback asphalt where:

(1) Long-life stockpile storage is necessary;

(2) The use or application from October 15 through April 15 is necessary; or

(3) Cutback asphalt is used solely as a penetrating prime coat.

Attachment
#2

MATERIAL SAFETY DATA SHEET

PERMA-PATCH®

MATERIAL INFORMATION BULLETIN

(Approved-"Essentially similar" to Form OSHA 20 and OSHA 174 Material Safety Data Sheet)

IDENTITY (As used on Label and List)

PERMA-PATCH

MANUFACTURER'S NAME

Perma-Patch, Inc.
6115 Oakleaf Ave.
Baltimore, Maryland 21215
Emergency Phone: Chemtrec 800-424-9300
Telephone for information: 410-764-7117
Date: 01/09

TYPICAL COMPOSITION

Petroleum Asphalt
with Petroleum
Distillate
Limestone
Additives

OSHA PEL

None
Established

15 mg/cu.m
Non-established by OSHA

ACGIH PEL

5 mg/cu.m

10 mg/cu.m

%

5

94

1

**PHYSIOLOGICAL AND
HEALTH EFFECTS**

Expected to cause no more than minor
eye irritation.

Expected to produce no more than minor irritation,
but prolonged or frequently repeated skin contact
may be harmful. See additional health data.

Not expected to be acutely toxic by ingestion.
NOTE TO PHYSICIAN: This material contains
light hydrocarbon liquid and an aspiration
hazard may exist.

INGESTION

If a large volume of this material is swallowed
give a large amount of water to drink, induce
vomiting and call a doctor.

**EMERGENCY AND FIRST AID
PROCEDURES**

EYES

Wash eye with fresh water for at least
15 minutes. If irritation continues, see
a doctor.

SKIN

Remove heavily contaminated clothing
and wash skin thoroughly with soap
and water. DO NOT use solvents or
thinners to remove materials from skin.
Asphalt can be removed with vegetable
oil or mineral oil.

MATERIAL SAFETY DATA SHEET

PAGE 2

SPECIAL PROTECTIVE INFORMATION

Eye Protection: Avoid contact with eyes. Eye contact can be avoided by wearing chemical safety goggles.

Skin Protection: Avoid prolonged or frequently repeated skin contact with this material. Skin contact can be minimized by wearing impervious protective clothing including rubber gloves. If skin contact occurs, a washing facility should be available nearby.

Ventilation: Use adequate ventilation to keep the airborne concentrations of this material below the exposure standard.

ENVIROMENTAL PROTECTION

Environmental Impact: This material is not expected to present and environmental problems.

Precautions if Material is Released or Spilled: Eliminate open flames in vicinity of spill or released vapor. Clean up spills as soon as possible, observing precautions in Special Protective Information and product label. Place spilled material in disposable containers. Hydrocarbons material such as kerosene or mineral oil can be used to dissolve any remaining material; and this material may be absorbed with clay or diatomaceous earth.

Water Disposal Methods: Place contaminated material in disposal containers and bury in approved dumping area.

Reactivity Data: Stability (Thermal, Light, etc.) Stable.

Petroleum Asphalt with Petroleum Distillate:

SPECIAL PRECAUTIONS

See page Three (3)

Incompatibility (Materials to Avoid): May react with strong oxidizing materials.

Hazardous Decomposition Products: Normal combustion forms carbon dioxide and water vapor, and may produce oxide sulfur, incomplete combustion can produce carbon monoxide.

Hazardous Polymerization: Will not occur.

Solubility: Soluble in most halogenated hydrocarbons and benzene; insoluble in water and alcohols.

Appearance: (Color, Odor, etc): Oily smelling, black viscous liquid.

Initial Boiling Point: 270 F (Min)

Melting Point: N/A

Specific Gravity: 0.98 @ 15.6/15.6C

Vapor Pressure: 2 mm Hg @ 100 F

Vapor Density: (Air=1):NDA

Percent Volatile (Volume 96): 25 %

Evaporation:(=1): N/A

Viscosity: 250-500 cSt 2

140 F

N/A=Not Available

NDA= No Data Available

MATERIAL SAFETY DATA SHEET

PAGE 3

The information listed on the previous page is based on data of which we are aware and is believed to be correct as of date hereof. Since the information contained herein may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. The information is furnished upon the condition that the person receiving it shall make his/her own determination of the suitability of the material for his/her particular purpose.

Additional Health Data

Sign and symptoms of ventral nervous system depression may include one or more of the following: headache, Dizziness, loss of appetite, weakness and loss of coordination. Affected persons usually experience complete Recovery when removed from the exposure area.

No association has been established between industrial exposure to petroleum asphalt and cancer in humans. Asphalts contain small amounts of polynuclear aromatic hydrocarbons (ONS's) which when concentrated, have been shown to cause skin cancer in mice after prolonged and frequent contact. Studies in which mice were exposed to a variety of whole asphalts did not result in any increased cancer rate. Brief or intermittent skin contact with this asphalt product is not expected to produce any serious effects. While normal handling of this product is not likely to cause cancer in humans, skin contact and breathing of mists, fumes or vapors should be reduced to a minimum. We strongly recommend that the precautions outlined in this bulletin be followed when handling this material.

SPECIAL PRECAUTIONS

READ AND OBSERVE ALL PRECAUTIONS ON PRODUCT LABEL.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Bureau of Purchases - cont'd

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

MWBOO set goals of 10% MBE and 3% WBE, and on June 7, 2012 found the vendor non-compliant, due to a failure to notarize the Part D: MBE/WBE Participation Affidavit form as required. This award is recommended on the condition that the awardee comes into compliance within 10 days of the award.

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.

PROTESTS WERE RECEIVED FROM THE AUTOBARN, THE MARYLAND MINORITY CONTRACTORS ASSOCIATION, AARON'S TOWING, LLC, AND UNIVERSAL TOWING.

President: "The third item on the non routine agenda can be found on Page 68 through 69, item 3, Citywide Police Requested Towing Services Additional Vendor. Will the parties please come forward? Just joking with you Mr. Krus."

Mr. Krus: "Tim Krus City Purchasing Agent. This is the addition of Frankford Towing Services, LLC. an original bidder on Citywide Police Requested Towing Services, to cover the Southeastern section of the City."

MINUTES

President: "Okay."

Mr. Jolivet: "Good morning."

President: "I didn't hear you."

Mr. Jolivet: "Good morning."

President: "Good morning."

Mr. Jolivet: "Arnold M. Jolivet and Tom Showalter is the --."

Mr. Showalter: "Tom Showalter. I am the owner of Auto ---."

Comptroller: "Can you state your name louder?"

Mr. Showalter: "My name is Tom Showalter."

President: "You can pull it down and talk right into the mic."

Mr. Showalter: "I'm sorry, I'm Tom Showalter I own the Auto Barn Towing. Thank you all for hearing us today."

Mr. Scott: "Good morning Mr. President, Madam Mayor, Madam Comptroller. James Scott representing Aaron's Towing."

Mr. Stuckey: "Malik Stuckey, representing Universal Towing LLC."

City Solicitor: "And Mr. Jolivet are you representing one of these companies or are you representing which one is that?"

MINUTES

Mr. Jolivet: "AutoBarn."

City Solicitor: "Okay."

Mr. Jolivet: "Good morning again Mr. President. Since I sent you a letter and this matter came before the Board in August of last year and I believe actually-- no I didn't file a complaint then-- but my complaint this morning is predicated on the fact that when the matter came before the Board ah-- in August of 2012, the Bureau of Purchases recommended that an award not be made to the AutoBarn because the AutoBarn allegedly did not comply with the contract required MBE utilization provisions. We are here today because it has been communicated to the Board that the proposed uh-- contractor for this award also does not comply with the contract set MBE goals. Our concern is we ought to have one policy. A uniform policy that treats all the bidders uniformly and hopefully equitably in terms of how they are being treated. If one bidder for whatever reason fails to comply with the MBE goal and that bidder is treated a certain way, our contention is this Board has a duty to treat all bidders alike. Hence, if the Board disqualified the AutoBarn entity for not meeting the goal, it makes it very dubious whether it would be

MINUTES

appropriate for the Board now to award a proposed contract. Actually, the argument is even more fundamental, it would be very dubious for the Bureau of Purchases to even recommend an award to a bidder who does not meet the goal. You know, I keep telling you and I make the argument weekly that there ought to be a level playing field. There ought to be a level playing field and I believe very fundamentally, that that's the purpose of competitive bidding. You got to have equal treatment of all bidders and so, I uh-- know the Board has the Board's time and I will respect the Board's time, but -- but Mr. Showalter he wants justice. He wants to be treated -- he lost out on a contract that he should not have lost out on, and it's just not fair-- it's just not fair and fundamentally right to deny him a contract for allegedly not meeting the MBE goal, and come right back around uh-- six months hence and for that very same reason we award a contract to a bidder who does not meet the goal and Mr. President, I think, I think that is not a very difficult argument to understand and I would ask this Board however much or whatever you think about me I would ask this Board to be fair, fundamentally fair, exercise some fundamental fairness and

MINUTES

equity when you award these contracts, and that I think is a basic fundamental request that I find it very difficult for Mr. Krus to justify. So, I move Mr. President that that this Honorable Board in its wisdom reject the Bureau of Purchases ah-- recommendation ah-- and I can't make an argument that you award this particular contract to anyone. I would like to, but I can't do it because it would not it would not comport with the principle of competitive bidding. I would not do that to this Board. But, I do believe the Board has a duty and a responsibility to reject the Bureau of Purchases recommendation. Thank you."

President: "Madam Comptroller."

Comptroller: "Yes, Mr. Krus could you justify why it's being awarded to Frankford and the differences between the two?"

Mr. Krus: "Tim Krus, City Purchasing Agent. Yes, I can Madam Comptroller."

Comptroller: "Okay."

Mr. Krus: "Cherry Hill and AutoBarn had substantial MBE/WBE non-compliance issues when they submitted their original bid. Plus they were found non responsible bidders, because some of

MINUTES

the bids that they submitted swapped bid documents between the Cherry Hill and AutoBarn entities. This was one of the reasons why they were not considered for award then. A couple of weeks ago we added vendors to this and this time when we're recommending to Frankford, which although it also had some non-responsiveness issues on MWBOO, is being given time to comply with that, but they did not have any responsibility issues at the time."

Comptroller: "So, the only difference was with Frankford, they didn't have minority and women participation. But the other company had several other issues."

Mr. Krus: "They not only had those issues, but also the issue of swapped bid documents."

Comptroller: "And explain for the record."

Mr. Krus: "We had pages from AutoBarn in Cherry Hill bid. Pages from Cherry Hill in the AutoBarn bid. Any bid is a separate entity, and that is a serious responsibility issue."

Comptroller: "Is there a relationship between the two?"

MINUTES

Mr. Krus: "Ump--."

City Solicitor: "That was more than enough."

Mr. Krus: "That was really more than enough."

Comptroller: "Right. But is there a relationship between the two?"

Mr. Krus: "They created separate entities."

Comptroller: "Okay."

Mr. Jolivet: "Mr. President, if I can. Mr. Tom would like to speak to that and I would also like to point out when this matter, this identical matter came before the Board in August, August 14 of 2012, Mr. Krus made no mention of the fact or the assertion that he just made. That was not brought before the Board. So, assuming that it is accurate and truthful and factual, why didn't he bring this before the Board then?"

Mr. Krus: "If I may be allowed to respond to that? Ah-- Tim Krus again. We note how many non-responsive and non-responsible bidders we have when we come to the Board and the non-compliance at that point was certainly enough, because we did have compliant bidders where we could award this contract to."

MINUTES

Mr. Showalter: "Hello. Let me respond by a couple of things here."

Comptroller: "State your name, again."

Mr. Showalter: "I'm sorry, my name is Tom Showalter, I own the AutoBarn. My wife owns Cherry Hill Towing. Separate Federal Id No., separate name; it's its own entity. She owns it, it was for my children and her, she runs it. We do use the same copier machine, and the City's aspects, we do -- do a lot of copying because you have to make seven copies. It did get mixed up, I got that. I understand that. It was an honest mistake, it wasn't -- it wasn't like the prices was different. All the prices on all the bidders was the same, look at them. But my question to this Board is how come? Where is it in-- in their department okay-- if you make one mistake, like you get a speeding ticket, and your ten miles an hour over, this is the fine. This is the fine for this if you're ten, 20 miles an hour over. I got that. But where it in there that we can help some and we don't help others? Some people were allowed the ten days, other people weren't allowed ten days at all to straighten it out. Some people --."

MINUTES

Comptroller: "Ten days to do what?"

Mr. Showalter: "Huh?"

Comptroller: "Ten days --."

Mr. Showalter: "Ten days to come into compliance --."

Comptroller: "Okay."

Mr. Showalter: "to fix their issues."

Comptroller: "Okay."

Mr. Showalter: "Malik, great guy, he's part of the Medallion Towing now. He was allowed so many days to come into compliance. Greenwood's towing, they didn't even fill out their minority status, they didn't even want to be part of it, at least I filled all of my paperwork out. I did it. My wife's paperwork got mixed up in mine, it wasn't intentional, we used the same copying machine. That was an honest mistake. Greenwood's Towing didn't even fill out the minority status and by the Mayor wanted this to be minority friendly and open it up to everybody. He didn't even want to fill it out and he got awarded it. He got ten days to come into compliance. How is that any less serious than what my mistake was? I don't understand that. Who in here picks and chooses who we're going to help and who we ain't

MINUTES

going to help? We can go through the Board of Estimates and past-histories in other contracts that Mr. Krus' department oh yeah, we'll give them ten days. Well, what is the serious-- where is it in the Rules and Regulations that this is more serious and this ain't more serious? I'd like to see it, because I asked for it. I didn't see it, nowhere. So we can pick and choose who we're going to help-- that why I like you, Sir I'm going to help you today, and I don't like you, but I'm going help you. It's wrong it's not legal, it's-- I can't say it's not legal but we're talking about other companies getting bids, multiple owners, we're talking about owners now. Lets' pick on that for a minute, owner of a company that has four, five other companies, but their allowed to have contracts. But, in the Mayor's own look at this particular item which is Police towing, they wanted to break it up. You have a company now he owns six entities. He has six different police contracts. You're going to tell me that ain't a monopoly? You're going to tell that ain't corrupt-- that ain't-- Oh my God please Board just stand back and take a look at what you're doing. If you don't give me the award, please look at this process. Please, that is all I'm asking you to do. Look at Ms. Edie Aaron's Towing, great lady

MINUTES

been doing police towing for years. She made a mistake on her minority also, everybody made that same mistake on minority bids, you wouldn't help her. Didn't give her ten days, just kind of curious why? That's a great lady. That's a lady been doing police towing for 20, 30 years, but we didn't want to help her, they ain't figured that one out yet. Didn't ask that question. Didn't help me, didn't offer to help my wife. But nobody can prove to me that what is worse than others. This okay collusion, my God you all gave a bid to Berman's Towing one, two, three, and four you ain't going to tell me that ain't collusion? Jesus. Here we're talking about --."

City Solicitor: "No longer a vendor."

Mr. Showalter: "I'm just asking the Board to look at it."

City Solicitor: "Berman's no longer a vendor. You know that."

Mr. Showalter: "I understand that, but you still gave him the bid."

City Solicitor: "Mr. President."

Mr. Showalter: "You're giving an award now to a company, again the owner owns five different companies, four different companies--."

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Comptroller: "I've got a question."

Mr. Showalter: "But he's going to get it. You ain't going to tell me that isn't collusion."

City Solicitor: "Mr. Mr. --."

Mr. Showalter: "You're going to tell me that ain't a monopoly?"

Comptroller: "I have a question."

Mr. Showalter: "Oh my God."

Comptroller: "In fairness, what is the rule about coming into compliance with number of days?"

Mr. Krus: "We give companies ten days to come into compliance. However, not -- not when we have bidders who are already in compliance with MWBOO."

Comptroller: "Right."

Mr. Krus: "So, in this case, we had a sufficient number of bidders who were already in compliance with MWBOO --."

Comptroller: "Okay."

Mr. Krus: "And we didn't need to reach down to those who were non responsive."

City Solicitor: "In this case, back in August."

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Mr. Krus: "Correct, and after that when we awarded a couple of weeks ago, we were dipping down into vendor's who were non compliant with MWBOO. The appearance of bid collusion on actual bid sheets submitted is not something that we can give the vendor the opportunity to cure"

Comptroller: "So, the vendor the lady whose been in business for 25, 30 years who didn't comply with MWBOO because she wasn't allowed to come into compliance with?"

Mr. Krus: "Correct, because we had MWBOO compliant bidders."

Mr. Showalter: "Well let me ask a question --."

Mrs. Sher-Smith: "Excuse me."

Mr. Showalter: "What is the rule because?"

Mrs. Erin Sher-Smith: "Erin Sher-Smith for the Bureau of Purchases. Aaron's Towing was actually rejected because they did not fill out all the bid prices."

Comptroller: "Okay."

Mr. Showalter: "Again, what makes it more important they didn't fill out a bid price? The lady got, I think she's 70, she didn't fill out all of the bid prices, I got it. What makes that anymore than you gave Greenwood's Towing they didn't even want to fill out the minority status that's the major thing this

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was about. It was about adding minorities into the system. He put on a waiver. He didn't even want to be part of it, but yet you all went to him. So, Jim from Elliott's he made a mistake on a different number, he didn't but you all went to him and said -
-."

City Solicitor: "Mr. President could --."

Mr. Showalter: "Give him an opportunity."

City Solicitor: "Could we establish some kind of a time constraint for the overall discussion of this bid item?"

Mr. Showalter: "But you don't again, you have to want to listen to all of it if you want to make a responsible decision. You want to rush it because you don't want to hear the whole of it. I can we can go on for days."

City Solicitor: "I'm sure."

Mr. Showalter: "I think this should be postponed and - and the Board itself do an informational hearing on towing and get all the real problems that really existed with this bid. Because it's more than just this. It's a lot more than this. Leave me out of it. Leave me out of it. But if we're going to be part of this, why couldn't Mr. Krus come in and say okay guess what it's

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either going to be the AutoBarn or Cherry Hill pick one. Bam, we get rid of one of the companies and I still stand on my own. My wife's company can go stand on her own; it could have been me or her out. I understood - I got it, but you can't pick and choose how you're going to help somebody. You can't, it's wrong. It's wrong and this Board needs to see that. It's crazy, we're going to pick and choose and then we're going to give a company, a company let's give them four or five different contracts also. No, this Board was decided to give it to a different multiple companies so everybody had the opportunity to get into the fruit bowl that was the original thing with this. I remember being in meetings. I remember talking about it. It was designed to open it up for the City, because if you look in the paper it says a small group of medallion towers, the ones that control the towing for the City we're going to open it up. I don't see it open. Show me where it's open. The only thing you've got is some subcontractors, subcontractors added to the original list. That's all you got. You didn't open it up to no major minority people. Man open it up to somebody that can do something. Stop giving it to the same God darn companies, it's wrong. It's wrong

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and then stop picking and choosing how you can help somebody. I'm going to help - I'm going to give you ten days, but I ain't going to give you ten days."

President: "You have to speak into the mic."

Mr. Showalter: "Man."

President: "Tom."

Mr. Corey: "Good morning Mr. President. Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. I think the Board has got a fair understanding of what's going on here. All I can say is that our office has been consistent in finding companies either compliant or non-compliant. It's up to the discretion of the Board whether or not they want to award it to a non-compliant company and it's also within the discretion of the Board to allow them ten days to come into compliance. That's just a recommendation that comes from the Bureau of Purchases."

Mr. Jolivet: "Mr. President, I know the hour is late. One final observation. One final observation and that is when the Bureau of Purchases decided to recommend this award to uh-- Frankford, ah-- no one asked or knows the basis of that because we said quite frequently that all bidders should be put -- why

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Frankford? The question is arises how and why did the Bureau of Purchases recommend Frankford at the very last hour? And the reason that is given in the communication to the Board at least that is that is made public it doesn't want to give a good fundamental justification for after a year. After ten months that the Bureau of Purchases after making the first award will come back and make an award to Frankford. It raises serious questions as to the favoritism that's being played here, and this Board should never buy into favoritism no matter what the Bureau of Purchases present to you. This Board has a duty and a responsibility to avoid favoritism at all costs."

President: "Tim."

Mr. Krus: "Mr. President, if I may um-- the Bureau of Purchases decided to add Frankford to this award, because as you can see in Police Requested Towing which I have enough --."

Mr. Jolivet: "Can I get one?"

Mr. Krus: "Certainly. In Police Requested Towing response time is what it's all about and as we work with the agency after the last award to add four additional vendors which you see in

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green in the top portion of this. We saw that we still had a gap where we thought we could have response time issues for the Police in the Southeastern part of the City. We had a Frankford entity which was a responsible bidder who was - who we could add to this to cover that gap and we decided to do that in retrospect."

President: "Okay. You wanted to say something sir."

Mr. Stuckey: "Good morning my name is Malik Stuckey I'm the owner of Universal Towing. The more or less we are in is the owner of Universal Towing, we're the prime police towing contractor for Baltimore City since the beginning of this contract, and the reason I say the prime vendor is from the beginning of this contract on September 4, 2012, at 12:01 a.m. up until this point now, we have out-towed all of the other ah-- competitors which was Berman's and all the Frankford entities. Due to our location of where we are here on this map here, ump-- I just wanted to bring to the Board's attention that ah-- with Berman's leaving in March, we almost actually did almost 600 cars that month. Because we were able even at this point now, we are covering this area also, with Frankford helping us out in this northwest section of the area. Um-- I came to protest today

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because I just feel as though I just don't understand as far as what's going on as far as how does Purchasing make their decision. I was one of the winning bidders on the contract. I was also lowest bidder on the contract also and as I said before, we've towed more vehicles, trucks, tractors, trailers everything, equipment, engines everything the City's asked us to do. We've done it. But, in the wake of Berman's Towing being uh - cut from the list, we looked at it as an opportunity to grow our business. We said we're on the same side of town, you know Berman's was our closest competitor and what our plan was and I called Mr. Bolu in Purchasing and stated whether we were going to open up another location in the Northwest so that when the City looked at this map, they wouldn't say oh dear we have no towing company in that section of the City. Because it's a large portion of the City that Berman's did cover. So, we wanted to put a location there. The City explained to me no, they said we're only going to bid, we're only going to give you calls from your location that you have. So, that is why you didn't see me last week protesting last week. If they are going to add these companies up in this area, they are going to add those companies

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up this area. But, that will affect my business and the reason it will put this, this bid today and the bid that came out last week will affect my business because the way the City Police Department makes the phone calls on who they choose as far as the Police towers is based on the CADD system and its based on how a bird flies. It's not actually driving distance to a call so what end up happening is if I'm here and a call is downtown I could walk to the call faster than the closest tower, but the City's police system will call that company because in their system their .5 mile closer. I haven't had an issue with that, I mean because we're still getting the calls and we're still number one because that's the area that we're in the Police officers are doing a great job in the Edmondson Avenue area, Cherry Hill, Brooklyn all those different areas, so we stay busy. We got the 15 dirt bikes the other day that was on Fox 45, we got the ah-- the police shooting the other day that was on Edmondson Avenue with the Mercedes. We got the fatality that was on 295 Saturday, so we are working. So, the one of the points that you know I wanted to make as I said before, uh-- you know the picking Frankford to cover the southwest area, the issue I have with that is if you see how it's set up with the bird flies --."

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City Solicitor: "Frankford's on the southeast."

Mr. Stuckey: "Right, what did I say?"

Mayor: "Southwest."

City Solicitor: "Southwest."

Mr. Stuckey: "Southwest, um - sorry about that."

President: "Southeast."

Mr. Stuckey: "Southeast. Since September 4, Frankford has already serviced that area and that's because of the other locations that are in this east area. They are going to get the call, because their locations are closest to where the bird flies. My issue today is if you put them in the center City, I right now, my company we come from right here in West Baltimore, we come from the City County line over to Barnes and Noble right here at the Harbor. That's as far as we go, Market Street. If Frankford Towing gets there, we will lose all of that downtown area, almost over to Martin Luther King, which will end up in the \$100,000.00 loss because we do almost 150 calls right in this general area. We do the block, we do Light Street, we do Pratt Street, we do Calvert Street, we do Charles Street, all within this general area, and with the summer coming up and the tourism, there's going to be a lot of accidents, there's going

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to be a lot of arrests, there's going to be a lot things that go on that will affect my business, uh-- and the overall link to the contract, I would stand to lose almost \$300,000.00 in just this general area. Now, that's not accounting also for the loss that we'll lose with these companies that are coming in. As I said before, every time I tow a vehicle the City makes \$65.00 versus any other bidder where they make \$30.00, \$30.00 to \$35.00. So we are the -- its more beneficial from a fiscal stand point for the City to give me the opportunity to do the call, that's why I guess nobody had a question as far as me doing more volume because the City makes more money as I come out. Yes ma'am."

President: "Good ahead."

Comptroller: "Mr. Krus --."

President: "Talk in the mic."

Comptroller: "Mr. Krus, what can we do to help this vendor, because it appears that he is, if it is factual that the City generates more money with him towing and he stands to lose \$300,000.00 annually."

Mr. Krus: "I would Madam Comptroller, if I could. Tim Krus City Purchasing Agent. This particular towing solicitation is not about areas and boundaries. It's about addresses to give the

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appropriate response time for police. In City-wide violation or what some people call peak hour tows which is another solicitation that has come here, we actually established geographic boundaries in the City that were awarded. Central business district, north, south, west. In this case, we are adding bidders to provide appropriate response time to police and not guaranteeing them particular boundaries or a particular minimum amount of business. Could this have an impact on Universal? It could, I am not sure what the dollar impact would be on Universal."

Comptroller: "Did we consider that? We're getting ready to have a-- the Mayor is getting ready to roll out the initiative for increasing economic growth for minorities and women and we have a vendor here who appears to have done a great job. Who is generating the City more money, but we can't quantify what his loss will be but did we consider that or did we-- I mean do we consider -- because we want to help minority and women. But we have a vendor here who says that his business is going to be financially impacted because of a decision that the City is making?"

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Mr. Krus: "Madam Comptroller, we support the Mayor's initiative."

Comptroller: "Okay."

Mr. Krus: "But in this situation as in other bid situations we're not allowed to consider this when a vendor bids as a prime. I mean we are allowed to consider the fact that primes bid without MWBOO compliance. But, we are not allowed to give umm any additional points or favoritism to a bidding prime just because they may be a City certified minority or women's business enterprise."

Director of Public Works: "If I may, Council President. When you and I understand that you're talking strictly about police tows."

Mr. Krus: "Yes."

Director of Public Works: "And based on my experience working with Transportation there's a reason why you have a time limit with police tows, because of the impact it has on traffic."

Mayor: "Right."

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Director of Public Works: "And, so when you determine who should be or recommendation of who should be the tower, what was the criteria, location of a facility, a location a bay station, what were you using?"

Mr. Krus: "The locations that we were given by the towers. So, this location that we are adding for the Frankford entity was the location that they had originally given us, between Fells Point and Canton."

Director of Public Works: "And it falls within the time limit that police tows normally will have require."

Mr. Krus: "That is correct."

Comptroller: "What is the response for the police um?"

Director of Public Works: "I think its 20 minutes."

Mr. Krus: "20 minutes."

Director of Public Works: "20 minutes."

Comptroller: "So can you go --."

Mr. Krus: "And we have to go under that and a lot of the towers do try to get under that."

Comptroller: "So, can Universal with its current resources meet the police response time?"

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Mr. Stuckey: "We have because if we don't meet the 20 minutes the call is cancelled."

Mayor: "And if I may, you recently added to the list of Medallion."

Mr. Stuckey: "Yes, I'm the new guy."

Mayor: "So, you know I would like to acknowledge the work of Purchasing. I did ask that we increase diversity and have more participation from minority businesses in the Medallion system and just what you're that the fact that you're here talking about your business is a testament to that, so I want to thank Purchasing for the work. Certainly Tom for his help and I want to thank you for stepping up to the plate as a quality MBE business, that has had an opportunity --."

Mr. Corey: "I wanted to make -- I want to make a closing --."

Mayor: "that has had the opportunity."

Mr. Corey: "I wanted to make a closing statement."

Mayor: "Because of the work that we've done to expand opportunities for minorities."

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Mr. Stuckey: "And I thank you also."

President: "Tom first and then we'll come back to you."

Mr. Corey: "Just one thing in the increasing diversity in the towing. Purchasing has done a good job because I believe Aaron's Towing is now a tower."

Mr. Scott: "I think we did the bid on --."

Mr. Corey: "But you now have a contract with the City, they do the central business."

Mr. Scott: "We didn't bid on it--."

Mr. Corey: "Right."

President: "You have to talk in the --."

Mr. Scott: "I don't want to go back--"

Mr. Corey: "So, there is no participation of MBE's and WBE's in the towing process anywhere moving forward."

Mr. Scott: "I'd --."

Comptroller: "State your name?"

Mr. Scott: "James L. Scott. I won't allow you to use that logic. I will not. Okay. Aaron's Tower was Medallion Tower. When all this bid and collusion and everything with these ghost companies came out, no body looked at that. How in the world can these companies get together doing joint ventures, joint ventures not licensed, the main company licensed, but the rest of them aren't."

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They are not taxpaying companies. How can they bill the City? They have to bill the City through the main company and then they're using these subcontractors who have never done business with the City to do the dirty work for them. But, yet they come in here and ask for an increase, and now uh-- this map right here this is what the map is going to look like for one company. A whole side of Baltimore."

Mr. Corey: "Well."

Mr. Scott: "Now what's the next step? To go into the bottom side of Baltimore. What's the next step? To go up the other side of Baltimore. So, I can't use you're logic. Use my logic."

Comptroller: "Let me ask a --."

Mr. Corey: "No, sir I reject that."

Comptroller: "Let me ask you a question. He said that he got um-- business for the area that he didn't bid on."

Mr. Scott: "West Baltimore."

Mr. Corey: "I can't speak to that."

Comptroller: "Okay."

Mr. Corey: "I understand that now Aaron's Towing is now a bidder and is part of the contracts that were awarded by the City of Baltimore. Is that correct?"

Comptroller: "Is that correct."

Mr. Scott: "No."

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President: "On this map that you are talking, excuse me. This map that you are talking about--."

Mr. Krus: "That is Citywide towing."

President: "Is it Police towing?"

Mr. Scott: "Listed police tows that's police tows on one whole side of Baltimore for one company that has all these other ghost companies and ghost garages under it. Now, today you have these ghost companies license them. Make them pay taxes. Make them put those garages exactly where they-- I can prove to you they are not there. I can prove to you there are not towing from there."

Mr. Krus: "Tim Krus City Purchasing Agent. I can assure the Board that um-- working with the Law Department we did a very hard look at Police Requested Towing and Citywide Violation Towing for bidding irregularities. We've talked at this Board meeting and separately about the irregularities that we found and we did not find any irregularities that exceeded those that we found."

Comptroller: "What were the irregularities did you find?"

Mr. Krus: "Bidding irregularities that we talked about with Auto Barn and Cherry Hill."

Comptroller: "Okay."

Mr. Krus: "We've already addressed a termination for the convenience of the City of the Berman entities that were on the

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Citywide Violation Towing. Those joint ventures uh-- by virtue of that agreement no longer exist."

Mr. Scott: "That's not true."

Mr. Krus: "There were no joint ventures bidding on police requested tows."

Mr. Scott: "That is not true."

Comptroller: "What is not true? State what is not true?"

Mr. Scott: "He just said the joint venture don't exist, you got Frankford Towing they are sitting right there. They got all these joint ventures, okay?"

City Solicitor: "He didn't say the ventures don't exist --."

Mr. Scott: "Yes they did, they call it a joint ventures."

City Solicitor: "He said the joint ventures don't exist with the City."

Mr. Scott: "They are calling it a joint venture. They put it on paper. We were all sitting in here when the bids came out. They were called joint ventures, you can't even if it's a duck call it a duck, okay."

City Solicitor: "I will entertain a Motion."

Mr. Scott: "Now --."

President: "I will hear closing remarks."

Mr. Scott: "Go ahead, go ahead."

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Mr. Stuckey: "In closing the map that you see here Frankford bid has already done a great job without being awarded today of covering that side of town because they are the closest tower. If you ask Mr. Krus they have already gave the City the 20 minute ETA without having Fleet Street. They already gave the City that 20 minute ETA. So, what I want to say today in conclusion is the reason this RFP was put out was to have fairness in the bidding and licensing process, when it comes to Medallion Towing. But today, if Frankford Towing LLC is allowed to be awarded today then Universal Towing should be allowed to bid for another location in West Baltimore, because we both won the same bid um-- if approved today, this would destroy the lowest bidder who has done the most calls."

Comptroller: "Can you respond to that Mr. Krus?"

Mr. Krus: "As I said this was not about a minimum guarantee to bidders. As the Mayor pointed out we have made significant changes in the way that we do towing solicitations. It's resulted in Universal appearing as prime on police, it's also resulted in McDel's not only appearing here on police certified City minority enterprise but also getting the Central Business District in Citywide violation tows, bidding straight out for the work."

Comptroller: "Let me ask a question?"

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Mr. Krus: "But we have made major progress here."

Comptroller: "Question, the last week Frankford didn't protest. Is it because they knew they were going to get business today?"

Mr. Krus: "Frankford protested questioning whether or not they would be --."

Comptroller: "No, no last week at the Board the Board remember the attorney said they reserved the right that they were not going to protest and was that because they knew that they were going to get business this week?"

Mr. Krus: "They wanted us to consider that southeastern location and we agreed that we would take a look at that southeastern location. Went forward with the other awards but agreed that we would take a look at that and we are here two weeks later after taking a look at that; concluding that it would be helpful to the City to have that southeastern location between Canton and Fells Point."

Mr. Showalter: "Can I just make --."

President: "This is the last --."

Mr. Showalter: "Didn't McDel's also were to --."

President: "You got to state your name again."

Mr. Showalter: "Tom Showalter, again. Ms. McDels she wasn't in compliance either. They gave her ten days to come into compliance to be a police medallion tower. Last week they

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issued an award for Cherry Hill Hauling, he doesn't even own a tow truck. Don't even own tow truck but got an area."

Comptroller: "Is that true?"

Mr. Showalter: "How did that happen?"

Comptroller: "Mr. Krus, Mr. Krus --."

Mr. Showalter: "Cherry Hill Hauling doesn't even own a tow truck."

Comptroller: "Do we confirm that the vendor has --."

Mr. Krus: "Medallion Towing solicitation has the vendors certify to the City that they have the capacity to perform this work --."

Comptroller: "Okay."

Mr. Krus: "and before they are issued the Medallion and after the award the Police Department and the Towing Division will absolutely confirm that they have that capacity and look at the trucks that they have that capacity with. If they conclude that a company does not have that capacity we would be back here at the Board --."

Comptroller: "Okay."

Mr. Krus: "removing that vendor."

Mr. Showalter: "But, we are going to give them ten days to come into compliance. But we are going to give them the opportunity

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to come into compliance, but only certain people can come into compliance that's wrong."

Ms. Sher-Smith: "Hello, Erin Sher-Smith I beg to address as a whole the protest by vendors that are not eligible for award because of serious concerns of bid collusion. AutoBarn Towing was not eligible regardless of MBE/WBE participation forms. Additionally, Aaron's is not eligible because they failed to fill out bid prices. That is never acceptable and we can't determine the prices after the bids are opened. I just wanted to, you know reiterate those concerns that were brought up and the other concerns are within the Board's discretion ah-- regarding the agency's request to add a location. But the other protests are submitted by bidders who are not eligible for award."

President: "I move for a vote."

Mr. Scott: "Just one. Can I, just one thing?"

President: "I thought you were finished."

Mr. Scott: "No I wasn't finished but --."

President: "Okay, well state your name and."

Mr. Scott: "James Scott, again you just put a question in my mind did you just state that you and Frankford sat down and considered the southeast area? Is that not collusion? Is that not against the law?"

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Mr. Krus: "Frankford protested the --."

Mr. Scott: "The point's proven so."

Mr. Krus: "Excuse me, Tim Krus City Purchasing Agent. Frankford protested like many vendors protest and like vendors have protested today that they be given an opportunity to serve in a particular area."

Comptroller: "Frankford didn't protest last week."

Mr. Scott: "Then why did we agree -"

Mr. Krus: "Frankford is the previous week."

President: "Frankford is the previous week. Only one person can talk at a time."

Mr. Krus: "Frankford was the previous week when we awarded the additional vendors that you see in green on your map."

President: "Madam Comptroller do you have any --."

Mr. Krus: "We agreed to take a longer time to look at these protests and also to look at the way the police towing map laid and we determined that we would probably get better service if we added that location in the southeastern sector of the City and as you look at the map, as the CADD system would look at the map I think it is evident that that was a reasonable decision."

President: "I entertain a Motion."

City Solicitor: "Move that the recommendation of the Bureau of Purchases be approved and that the protest be denied."

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

Comptroller: "I **ABSTAIN** because it just seems like a lot of confusion around the towing and I --."

Mr. Scott: "He just admitted to collusion. He just admitted to collusion."

Comptroller: "And we and we make the Purchasing Department needs to listen to what these vendors are saying. That's all I ask that you listen to what they are saying."

Mr. Krus: "Madam Comptroller, I assure you we have been doing a lot of listening on towing."

Comptroller: "Okay."

Mr. Krus: "And I have heard what they have said today."

Comptroller: "Okay."

Mr. Scott: "Thank you."

President: "Thank you."

* * * * *

Kim A. Trueheart

April 23, 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 a lack of vision, poor fiscal planning and management and failure to capitalize on strategic investment opportunities in our youth by the Mayor of Baltimore City and the MWBOO staff.

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 68, Bureau of Purchases, RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:
 - i. Before Board consideration, this item should be moved to the non-routine agenda;
 - ii. In accordance with the MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, § 28-87.(b)(1) the Office and the contracting agency **must submit written findings and recommendations** to the Board of Estimates.
 1. This action does NOT include any written findings.
 - iii. If the findings regarding noncompliance warrant Board action, in accordance with the MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, § 28-87.(b)(2) (2) The Board of Estimates may impose sanctions in accordance with Part XI of this subtitle.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by this abusive contractor that has failed to disseminate approximately \$6.6M to local women and minority sub-contractors who will more than likely employ members of my underserved community who desperately need living wage jobs.
4. The remedy I seek and respectfully request is that this action be moved to the non-routine agenda and sanctions be imposed by the Board.

Email: ktrueheart@whatfits.net

5519 Belleville Ave
Baltimore, MD 21207

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on April 24, 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

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

April 23, 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.

We wish to protest the following identified proposed contract awards, which are contained on Your Honorable Board's 04/24/2013 public meeting agenda. Said proposed contracts awards are:

1. Item number 3, pages 68-69, which is a proposed \$300,000.00 post hoc award to Frankford Towing, LLC, pursuant to the Bureau of Purchases' Solicitation No. B50002251-"Citywide Police Requested Towing Services-Additional Vendor."

Our protest is based on the fact that the proposed contract award violates Article VI, § 11 (h) (1) (ii) of the City Charter, inasmuch as the proposed contract awardee, Frankford Towing Service, LLC, is not "the lowest responsive and responsible bidder," within the ambit of said competitive bidding Charter provision. Moreover, Your Honorable Board should not make any award to Frankford Towing, inasmuch as Frankford Towing has failed to meet the contract established MBE goal. Additionally, Frankford Towing must not be approved for any award because there is a serious conflict relative to Frankford's ownership and ownership of at least two (2) other bidders/awardees on this solicitation.

2. Item number 4, page 69, which is a proposed \$285,834.00 contract award to Strategic Policy Partnership, LLC, pursuant to Bureau of Purchases' Solicitation No. B50002753, for "Police Department Consulting Service."

Our complaint on this item is that the proposed contract award violates the City's competitive bidding charter requirement and the City's M-WBE Ordinance. There is no basis for the City's MWBOO's waiver on this item.

3. Item number 6, page 70, which is a proposed \$6,157,810.00 contract award to Metro Industries, Inc., for wastewater pumping station force main replacement.

Our protest is based on the fact that both the contract's MBE and WBE goals were established way too low by MWBOO, and the proposed contractor discriminated unlawfully against our African American-owned M-WBE firms by not including them as part of the subcontracting arrangement. Moreover, the contractor's proposed WBE subcontractor, R & R Contracting Utilities, Inc., does not qualify as a City WBE, inasmuch as it does not have an office located within the City's market area, as defined by the City's M-WBE Ordinance.

4. Items numbers 1 and 2, page 85, which are a request for Your Honorable Board's approval to advertise Department of Transportation's Solicitation TR-12015RR and Department of Public Works/Department of Recreation and Parks RP-12811.

Our protest is based on the fact that both of these proposed solicitations fail to establish relevant and appropriate MBE sub-goals for each MBE sub-group made beneficiary of the City's MBE Ordinance.

Respectfully Submitted,

Arnold M. Jolivet
Arnold M. Jolivet
Managing Director

Subject Collusion.

There were several companies bidding on proposal B50002251 a few of these companies have several ~~companies~~ companies belonging to them. of these companies I.E. Bermens towing, Frankford Towing, Teds Towing & Mels.

All of Bermens bid amounts were the same all of Frankford, Ted, & Mels were the same, and All of Auto Bar's & Cherry Hill were the same. How is it that Auto Bar and Cherry Hill were excluded for collusion but ~~everyone~~ the other companies were excepted. Also how is it that everyone that did have problem were ~~afford~~ given time to correct them and Auto Bar & Cherry Hill were not.

Tom Showalter
President Auto Bar.



AARONS TOWING LLC.

**2124-45 KIRK AVENUE
BALTIMORE, MARYLAND
21218**

410-366-1130

Date; 23 Apr 13

**Re; protest of award
B50002251**

**To; The Honorable Representatives
Board of Estimates
Baltimore City, Maryland**

**From; Edith E. Scott
T/A AARONS TOWING LLC.
Baltimore City, Maryland**

To Wit;

I, Edith E. Scott am the lawful and legal owner of the above titled company. I have operated this towing company for several years in the above named city. I do protest the award of the southeast area of Baltimore Maryland to the awardees under B50002251. This company should have been next on the list of companies for Police Towing. I do protest, the company that received the award is in fact using "GHOST" JOINT VENTURE COMPANIES, that are neither LISCENSED, TAXED, GARAGED, EXPERIENCED in towing in Baltimore City Maryland. The award to this company should have at a least been put to a BID as should have been the area the city removed from the prior vendors in the northwest region of this city. The manner by which this matter is handled by the Board is lending to the Idea of COLUSION. By allowing one (1) company with, fictitious "GHOST COMPANIES" to cover and control at least three quarters of the business and nearly two thirds of the city towing area's does unfairly penalize this company because, we had (1) the lower bid in the original bid, (2) the right to bid on the secondary bid of the exclusive area and (3) the right to a bid process hearing before the board approved the contract to the awardees. Furthermore, the collusive nature of the award will further hurt my company financially because of the loss of business. It is not fair to this MINORITY COMPANY, that the board has overlooked this company's ability to perform this contract and award this contract to a another company without the action of placing it in a bid status. This was the purpose of the CITYBUY BID SYSTEM. So that all companies would have fair access to any city contract.

It I my prayer that the board consider this protest and take proper action to investigate. I thank you in advance.


EDITH E. SCOTT
CEO

Cc;BOE
File

UNIVERSAL TOWING



Universal Towing LLC
2560 Laretta Ave.
Baltimore, Md. 21223
License# 4062
410-984-7768

Date: April 22, 2013

B50002251 – Citywide Police Requested Towing Services

My name is Malik Stuckey owner of Universal Towing of Baltimore. I am requesting an opportunity to protest the recommendation of Frankford Towing LLC on Wednesday April 24, 2013. The main issue is in the wake of Bermans Towing being removed from the list of contracted towing for Baltimore City Universal Towing was not given the opportunity to bid as all the other vendors have. The addition of Frankford Towing LLC would negatively impact our business because we tow as far east as Market St and Pratt St. If Frankford Towing LLC is allowed to be considered for their Fleet St location we would lose about a \$200,000 annually resulting in a loss of over \$500,000 over the duration of the contract. I Malik Stuckey will be representing Universal Towing. C.D. Witherspoon will also be speaking for Universal Towing

Malik Stuckey

Malik Stuckey- Owner

MINUTES

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

4. B50002753, Police	Strategic Policy	\$285,834.00
Department Con-	Partnership, LLC	
sulting Service		

(Police Department)

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.

A PROTEST WAS RECEIVED FROM LAW ENFORCEMENT ACCREDITATION CONSULTANTS, INC. AND THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

President: "The fourth item on the non routine can be found on page 69, item 4, Police Department Consulting Service. Will the parties please come forward? I will entertain a Motion."

City Solicitor: "Move approval of the recommendation. I'm sorry Mr. Jolivet."

Comptroller: "Let me ask you I have -- excuse me."

Mayor: "Excuse me."

City Solicitor: "Mr. Jolivet has a protest."

President: "Okay, well nobody came up."

Comptroller: "The Police Consulting contract."

MINUTES

President: "Okay, well you have got to come up. Nobody came up."

Mr. Jolivet: "Well I was here, I thought Mr. Krus would a --."

President: "No you still have to come up if nobody is there --."

Mr. Jolivet: "Okay, well."

President: "You know the rules."

Mr. Jolivet: "No, I don't."

President: "Come on Mr. Krus-- you do."

Audience: "There will be an investigation by the FBI."

President: "Sir, you are out of order. Sorry please ... come on, come on Tim."

Mr. Krus: "Tim Krus, City Purchasing Agent. This is the award of Police Department Consulting Services to a Strategic Policy Partnership, a competitive bid, and they were the highest--"

Mr. Jolivet: "Mr. President, Arnold M. --."

Mr. Krus: "qualifying bidder."

President: "Can you pull the mic up and please speak into the mic Mr. Jolivet?"

Mr. Jolivet: "Arnold M. Jolivet again. I sent you note so I am not going to take the Board's time by ---."

City Solicitor: "Are you withdrawing your protest?"

Mr. Jolivet: "Ah-- I wouldn't go that far Mr. Solicitor."

City Solicitor: "Are you resting on your written submittal?"

President: "Can you let him finish please?"

MINUTES

Mr. Jolivet: "I'd certainly like to do that is you would indicate a favorable vote on it. But, the thing that that I would like to leave with this Board this morning, it appears that the consultant for this particular project would be, would render a major service in terms of logistics and thought on the aspects of how the Police Department would be run. I have two major concerns. Uh-- Number one, I indicated that there is no basic fundamental reason why the City's minority women's business goal should not have been implemented in this contract. We have consulting contracts come before the Board almost every week and there are occasions when there are minority and women business participation. But the other concern that I have is we have a consultant that's coming in to map a strategy for the Police Department for maybe for the next five years. My concern would be there ought to be with Baltimore City being a majority African American City there ought to be some ah-- concern that we have an African American or some type of diversity in the in putting together this proposal, and I'm -- I'm really shocked that Mr. Corey would not see the same need for diversity in the staff and even the approach of doing this study, and again I think it's a very um-- easy thing for this Board to see that you have a Police Department that is alright but there's no diversity in putting the very road map for the Police to employ

MINUTES

in the next five years is going to be devoid of any African American or any minority owned or any other kind of participation."

City Solicitor: "You're not speaking of the Commissioner are you?"

Mr. Jolivet: "I would -- I would not be including the Commissioner, but it's my opinion that the Commissioner would not be doing the study. The Commissioner is going to go as he is and I respect him a lot and the Mayor made a good decision on bringing him here. But Mr. Solicitor the fact still remains, that we are doing a study with a group that has no diversity in an all diverse City, makes no sense. Makes no sense."

President: "Tom."

Mr. Jolivet: "And they are the highest bidder and Mr. Solicitor, you know for yourself that even though they used the Request for Proposal, the City should not be paying that additional money, that they are paying this consultant when they got other consultants who are proven just as well, just as good and the City is paying another \$100,000.00 in excess of what they should be paying."

President: "Tom."

Mr. Corey: "Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. This is a professional services

MINUTES

contract and as Mr. Jolivet correctly stated, the Police Department is looking for the opinion and the advice of this consultant and subcontracting out that function isn't feasible."

President: "Joan."

Comptroller: "Could you explain why they are being recommended, because my office was not briefed and I think that you know if I had a full understanding of why we are going with this company, um-- I wouldn't have any questions. But my office was not briefed."

Mr. Krus: "My apologizes Madam Comptroller. We are always willing to brief you and if for some reason there is something that you would like to be briefed on and we haven't offered, please feel free to ask and we will be happy to do that."

City Solicitor: "This is a deferral item, right. This was deferred from the --."

Mr. Krus: "Yes, this was actually deferred for another week. In this case we took a hard look at the minimum-- took a hard look at the minimum qualifications that were required of these contractors and determined that this bidder was the lowest responsive, responsible bidder after taking a look at those minimum qualifications."

Comptroller: "They were the lowest?"

MINUTES

Mr. Krus: "They were the -- even though they were the high priced --."

Comptroller: "Okay."

Mr. Krus: "They were the only bidder who we found met all of those qualifications."

Comptroller: "Okay."

Mr. Jolivet: "Mr. President, I have one question, and I would like to present a question to Mr. Krus and that is, in the Bureau of Purchases endeavor to make a determination as who was the best and the high scoring proposals because that's the criteria. Under Article VI, Section 11 the criteria and the sole criteria is which one of those four bidders presented a proposal after evaluation that the Bureau of Purchases could validly say was the lowest was the highest scoring responsive, responsible bidder. That's the only criteria and what I'm seeing Mr. Krus is not presenting a proposal to this Board this morning that met that requirement under Article VI, Section 11."

City Solicitor: "I think he did, sir."

Mr. Jolivet: "I don't think he did."

City Solicitor: "I think he said --."

Comptroller: "Let me ask you since I didn't get briefed. Are you saying that when you looked at the technical and the price that they were the highest bidder?"

MINUTES

Mr. Krus: "This was not a two step request for proposals. It was a bid asking for the contractors to come to us with their minimum qualifications based on what we placed in the bid document and to give us a price. Those minimum contractor qualifications were evaluated, it was determined that the recommended awardee was the only one who sufficiently met those minimum qualifications. We have the eighth largest Police Department in the country and uh-- it can be difficult to offer the City qualifications that support the kind of analysis that needs to be done for such a large department."

Comptroller: "So, for the record you're saying that they were the only vendor that met the minimum?"

Mr. Krus: "Correct."

Mr. Jolivet: "Mr. Mr. President one and I got to make this point because Mr. Krus just made my case. He did not make the Bureau of Purchases failed to make a finding or a determination pursuant to Article VI, Section 11 that this bidder was the highest scoring, responsive, responsible bidder. That's the only criteria that he could make, and he didn't do it."

Comptroller: "But aren't you saying if they were the only one that met the minimum that they were the highest?"

Mr. Jolivet: "He didn't say that."

City Solicitor: "They were the only responsible --."

MINUTES

Mr. Krus: "I'm sorry, responsible bidder meeting the minimum qualifications."

President: "I'll entertain a Motion."

City Solicitor: "I move that we accept the recommendation of the Bureau of Purchases, deny the protest of Mr. Jolivet and of the other bidder whose not here today."

Ms. Trueheart: "Vote No."

President: "You're out of order Ms. Trueheart. You are definitely out of order. You don't tell me how to vote."

Ms. Trueheart: "Vote no."

President: "There's a Motion has it been second?"

Director of Public Works: "Second."

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

Comptroller: "I'll vote for it because Mr. Krus, if I can believe what you're saying and it's factual and you're saying that they were the only one that met the minimum."

Mr. Krus: "That is correct."

Comptroller: "Then, I will vote for it."

Ms. Trueheart: "Out of five companies you believe that they were the only one?"

President: "I thought you did."

Comptroller: "Hopefully, Mr. Krus --."

Ms. Trueheart: "You cannot believe that."

MINUTES

Comptroller: "Hopefully Mr. Krus is telling this Board given the Board facts."

Ms. Trueheart: "Out of five companies."

President: "Ms. Trueheart, you are out of order Ms. Trueheart and I'm asking you to please --."

Ms. Trueheart: "Nationally recognized."

President: "Ms. Trueheart you are out of order. I please ask you --."

Ms. Trueheart: "I apologize".

President: "to please take your seat please."

Ms. Trueheart: "I apologize for being out of order. I apologize."

President: "Thank you."

* * * * *

Kim A. Trueheart

April 16, 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 a lack of vision, poor fiscal planning and management and a complete failure to provide transparent communications about priorities and outcomes by the Mayor of Baltimore City and the various Departments and Agencies.

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 49, Police Department –Award – Strategic Policy Partnership, LLC if approved:
 - i. RFP B50002753 received 5 bids ranging in price from \$145,000.00 to \$285,834.00 700;
 - ii. This award selects the HIGEST cost bid of \$140,000.00 more than the lowest bidder;
 - iii. This bidder provided a minimally acceptable technical proposal which failed to meet the technically acceptable criteria outlined in the RFP;
 - iv. Please provide access to the documentation that shows the current list of the members of the technical evaluation panel;
3. How the protestant will be harmed by the proposed Board of Estimates' action: This action appears to represent a directed solicitation and would more appropriately be completed as a sole source procurement.
4. The remedy I seek and respectfully request is that this action be rejected and request that a new solicitation be created and advertised ASAP.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on April 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

LAW ENFORCEMENT ACCREDITATION CONSULTANTS, INC.*"Professional Accreditation Services to the Public Safety Community"*

www.LEAC.net



April 15, 2013

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

VIA FACSIMILE

RE: Protest, Solicitation Number B50002753 - Police Department Consulting Service

Dear Mr. or Madam Clerk:

On behalf of Law Enforcement Accreditation Consultants, Inc., we hereby formally Protest the Award of Solicitation Number B50002753 - Police Department Consulting Service.

Our protest is based on the following factors:

1. Our staff's expertise and experience is equal to or greater than that of the potential awardee. Our staff for this project would consist of a former head of one of the largest Sheriff's Office in the country with over 6,000 employees and a budget of over \$750 million dollars; the former head of the largest police agency in the southeastern United States with over 5,000 employees; the former Director of the United States Marshall's Service responsible for worldwide operations as well as veteran law enforcement executives, one of whom is a Ph.D. and now a Professor at a local University. All have had distinguished careers and possess actual experience, consulting experience and more than exceed the requirements for this Request for Proposal (RFP).
2. We are more than capable of performing each and every requirement of this RFP and do so in a professional manner and on time.
3. As our firm possesses expertise, experience and credentials equal to or greater than the potential awardee and our proposed price is over \$150,000 less than the potential awardee, we respectfully protest the award of this bid and request reconsideration.

Thank you very much for your time and consideration on our behalf.

Sincerely,

Michael M. Sombert, Vice President
For the Firm

Pines Boulevard, Suite 248
Miramar Pines, Florida 33029

tel 954.808.2222
fax 954.438.3508
email info@LEAC.net

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

April 23, 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.

We wish to protest the following identified proposed contract awards, which are contained on Your Honorable Board's 04/24/2013 public meeting agenda. Said proposed contracts awards are:

1. Item number 3, pages 68-69, which is a proposed \$300,000.00 post hoc award to Frankford Towing, LLC, pursuant to the Bureau of Purchases' Solicitation No. B50002251-"Citywide Police Requested Towing Services-Additional Vendor."

Our protest is based on the fact that the proposed contract award violates Article VI, § 11 (h) (1) (ii) of the City Charter, inasmuch as the proposed contract awardee, Frankford Towing Service, LLC, is not "the lowest responsive and responsible bidder," within the ambit of said competitive bidding Charter provision. Moreover, Your Honorable Board should not make any award to Frankford Towing, inasmuch as Frankford Towing has failed to meet the contract established MBE goal. Additionally, Frankford Towing must not be approved for any award because there is a serious conflict relative to Frankford's ownership and ownership of at least two (2) other bidders/awardees on this solicitation.

2. Item number 4, page 69, which is a proposed \$285,834.00 contract award to Strategic Policy Partnership, LLC, pursuant to Bureau of Purchases' Solicitation No. B50002753, for "Police Department Consulting Service."

Our complaint on this item is that the proposed contract award violates the City's competitive bidding charter requirement and the City's M-WBE Ordinance. There is no basis for the City's MWBOO's waiver on this item.

3. Item number 6, page 70, which is a proposed \$6,157,810.00 contract award to Metro Industries, Inc., for wastewater pumping station force main replacement.

Our protest is based on the fact that both the contract's MBE and WBE goals were established way too low by MWBOO, and the proposed contractor discriminated unlawfully against our African American-owned M-WBE firms by not including them as part of the subcontracting arrangement. Moreover, the contractor's proposed WBE subcontractor, R & R Contracting Utilities, Inc., does not qualify as a City WBE, inasmuch as it does not have an office located within the City's market area, as defined by the City's M-WBE Ordinance.

4. Items numbers 1 and 2, page 85, which are a request for Your Honorable Board's approval to advertise Department of Transportation's Solicitation TR-12015RR and Department of Public Works/Department of Recreation and Parks RP-12811.

Our protest is based on the fact that both of these proposed solicitations fail to establish relevant and appropriate MBE sub-goals for each MBE sub-group made beneficiary of the City's MBE Ordinance.

Respectfully Submitted,

Arnold M. Jolivet
Arnold M. Jolivet
Managing Director

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation

5. TR 12017RR, Material Froehling & Robertson, \$ 84,975.00
 Testing 2013 Various Inc.
 Projects Citywide

MBE: Findling, Inc. \$12,750.00 15.00%

WBE: Priority One Staffing \$ 4,250.00 5.00%
 Services, Inc.

MWBOO FOUND VENDOR IN COMPLIANCE.

Bureau of Water & Wastewater

6. SC 889, Dundalk Metra Industries, \$6,157,810.00
 Wastewater Pumping Inc.
 Station Force Main
 Replacement

MBE: Machado Construction \$616,000.00 10.00%
 Company, Inc.

WBE: R&R Contracting \$185,000.00 3.00%
 Utilities, Inc.

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM AMERICAN INFRASTRUCTURE-MD, INC. AND A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

A RESPONSE TO THE PROTEST FROM AMERICAN INFRASTRUCTURE-MD, INC. WAS RECEIVED FROM METRA INDUSTRIES, INC.

MINUTES

TRANSFER OF FUNDS

7. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$4,861,541.61	9956-902755-9549	
Wastewater	Construction Reserve	
Revenue Bonds	Dundalk Avenue	
3,266,767.39	PS Force Main	
County Appropriations		
<u>\$8,128,309.00</u>		
\$ 615,781.00	-----	9956-911755-9551-2
		(Extra Work)
615,781.00	-----	9995-911755-9551-3
		(Design)
369,468.50	-----	9956-911755-9551-5
		(Inspection)
6,157,810.00	-----	9956-911755-9551-6
		(Construction)
369,468.50	-----	9956-911755-9551-9
<u>\$8,128,309.00</u>		(Administration)

This transfer is for the award of SC 889, Dundalk Wastewater Pumping Station Force Main Replacement.

President: "The fifth item on the non routine agenda can be found on Page 70, item no. 6, Dundalk Wastewater Pumping Station Force Main Replacement. Will the parties please come forward? Tom."

Mr. Corey: "Sorry about that. Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. American Infrastructure was found non-compliant because the MBE sub that they named at bid opening was not certified at bid opening and are currently still not certified. Uh-- AI in its response or in

MINUTES

this protest did not dispute this finding. They agreed that the company is not certified."

Mr. Coon: "And may it please the Honorable Board of Estimates, I'm Curtis Coon, I represent American Infrastructure. Good morning. What American Infrastructure is asking is the Board exercise its rights of original jurisdiction under §28-14 B of the Code to waive a minor defect with respect to its bid in this particular case. C Jones Trucking was indeed a certified MBE and in fact uh-- was not decertified. C. Jones Trucking at the time this bid was solicited and put it in was actively doing City work as a minority business enterprise as well as doing work and is still certified under MDOT as a minority business enterprise."

City Solicitor: "I'm sorry they were certified at the time in the City or only MDOT?"

Mr. Coon: "They were certified but their certification had expired."

City Solicitor: "Okay."

Mr. Coon: "But, my point, my point being that they were not decertified."

City Solicitor: "They had previously been certified but the certification expired or lapsed."

Mr. Coon: "The certification had expired or lapsed."

MINUTES

City Solicitor: "Okay."

Mr. Coon: "My client was informed by C. Jones Trucking as is set forth in our protest letter that the issue had come up in the City that they were in the process of being renewed and in fact in other situations at least one other situation they had been allowed as a minority business even though there had been a calendar expiration of their certification, and their certification had in effect been recognized and extended. To do it over again my client wouldn't believe C. Jones. C. Jones signed the certification and submitted with the bid certification that it was certified. My client did rely on C. Jones in light of its ah-ah-- having been certified still doing work, running its trucks up and down on City business, doing City contracts. However, my client when it came to my client's attention uh-- the first thing we did was we asked for a substitution, this is a 30 roughly \$30,000.00 less than one half of 1% of the \$2.6 or 6-- \$6.121 million dollar contract. This is a \$29,000.00 item. My client is also doing a, the Broening Highway itself, the road and pavement work on TR 08046 which is a hand-in-glove to this particular uh-- contract that we are here about today. The Dundalk Force Main runs under that road, and there is an additional consideration that may not deal specifically with minority business but it may deal with whether

MINUTES

the Board could consider exercising its discretion, which as I understand it the Contracting Office doesn't particularly have but this Board does have to waive a minor defect. My client has submitted Powell Trucking for the exact same price, submitted it immediately as soon as it found out that there was indeed a problem with C. Jones and in fact in effect as soon as my client found out that it had been led down the garden path by C. Jones, they submitted on their own initiative a substitute contractor, the exact same price, the exact same work, we're talking about trucking and hauling and would therefore be in compliance if the Board would conditionally allow a substitution which has been requested. Was requested back I believe in January 22nd of this year and has not been uh-uh--acted on. So, my client is requesting for those reasons in all fairness certainly my client did make a mistake. But, we are asking the Board to exercise its discretion-- its given discretion. It's there for a purpose. The City is going to be serving its best interest by having my client do the work. It is the lowest apparent bidder. It's a responsible bidder. Does a lot of work for the City and certainly that's not a question. But on top of the rest of it, to see the Broening Highway being torn up by one contractor and pipe laid by another and coming back with a potential coordination and conflict in work that could occur because of

MINUTES

that, need for high degree of coordination, for safety, for efficiency and for getting the City the best job possible, we feel that it would be appropriate for the Board to exercise its discretion, to allow the protest and award the contract to American Infrastructure which with the conditional allowance of the substitution of Powell Trucking will in fact meet the Minority Business Enterprise requirements."

Comptroller: "What's the difference in contract price?"

Mr. Corey: "Roughly \$30,000.00."

Comptroller: "\$30,000.00."

Mr. Corey: "Ah-- Thomas Corey, Chief of the Minority Business Opportunity Office. I would point out to the Board that submitting a bid with an MBE that is not certified is a material defect in the submission not a minor defect."

Comptroller: "But at this Board have we not allowed minority or women owned business to come into compliance prior to the award?"

Mr. Corey: "Prior to the award? No, well agency has come before you and asked that a vendor be awarded a contract contingent upon compliance. But that's not being requested by the agency today."

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Mr. Coon: "But, it is our request."

President: "Well I'll entertain a Motion. You're on this protest too?"

Mr. Jolivet: "I did."

President: "Oh come on."

Mr. Coon: "I'm sorry."

President: "I thought he was representing the company."

Mr. Jolivet: "Mr. President, I will be very brief, I think I made my case to you in terms of my concern and I would ask the Board to defer this item because the WBE that was named to this contract and I haven't had a chance to disclose it and discuss it with Mr. Corey, but it appears as though the WBE that was actually named and identified to this contract doesn't meet the requirement of the market area, and I did some research and I would like to make the Board aware of what my research show. Mr. Coon - Mr. President, can I ask that these be shared with the Board and I will try to be as brief as I can?"

Mr. Corey: "Do you have one for me?"

Mr. Jolivet: "Yes sir, yes I do. But nonetheless let me just go through this right quick. That is the subcontractor that was employed for the WBE goals has been certified with the City for

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uh-- years and what happened is that the contract under the City MBE/WBE Ordinance in order to be eligible for certification as a subcontractor or as a certified MBE the potential applicant has to have an office, a working office located in the market area identified by this Ordinance and I submit to you that the firm R&R and Mr. Corey has actually no knowledge of this. Because when the contractor the subcontractor applied for certification, it appears as though they misrepresented their actual office. They misrepresented their actual office, the location of their office. When in fact, the - the Mr. Corey's catchment area the area where he would normally certify a firm if the firm had such an office would be include Howard County. The firm in this case misrepresented that their office was in Howard County, when in fact their office is in Montgomery County and I would submit to your Honorable Board that ah-- that is certainly something that should disqualify the subcontractor. I'm not making an argument that it should disqualify the prime, that's not my argument. But, I believe very strongly that had Mr. Corey been apprised that this company is not located in Howard County, Mr. Corey would not have certified the firm, and I use the fact that if you would look in the affidavit or the exhibit that I gave you,

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ah-- it shows that the firm has a 301 has a 301 telephone and fax number which clearly substantiates the fact that they're not in Howard County. Howard County does not have a 301 ah-- telephone exchange. The firm is certainly located in Montgomery County and therefore, I would ask this Board ah-- if the Board sees fit to make any award that Mr. Corey should investigate this firm and if the facts prove as they appear that this firm not be allowed to participate on this contract."

Comptroller: "Mr. Corey did you also state that the company was still not in compliance?"

Mr. Corey: "That's ah-- that was the prior contractor."

Comptroller: "Right. Whereas it doesn't' take that much to be to become certified, so."

Mr. Corey: "Well this company was given a year to come into to be certified."

Comptroller: "Right. Right and so --."

Mr. Corey: "I have a page of the events where we offered them an opportunity --."

Comptroller: "Okay."

Mr. Corey: "To get certified. They did not take advantage of that. As in so far as R& R Contracting is concerned, they are

MINUTES

within the Baltimore City market area. Their office is located in Clarksville, Maryland. There was some -- an instance where they did have a warehouse in Silver Spring, but we addressed that more than several years ago and they moved their-- their operations to ah-- Clarksville. They already had an office in Clarksville, but then I think they moved they're warehouse into Howard County as well."

Comptroller: "Okay."

Mr. Jolivet: "Well Mr. Corey I would ask I would strongly ask that you review that again, because the latest information we have that the firms total operation is in Arnold, Maryland which is in Montgomery County."

Mr. Coon: "Can you clarify one thing?"

President: "Yes, go ahead."

Mr. Coon: "I want it to be clear that R&R is not a subcontractor that American Infrastructure had. R&R is a subcontract that apparently another contractor had. I just wanted to make sure that you --."

City Solicitor: "Metra Industries."

Mr. Coon: "Right, Metra Industries. So the R&R argument is assailing Metra Industries for a totally different reason. What American Infrastructure is asking is simply that the Board allow

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the waiver of this and/or substitution of Powell Trucking for C. Jones who while expired was not decertified."

City Solicitor: "Entertain a Motion Mr. President."

President: "Um-- do you have any more questions?"

Comptroller: "No."

President: "Okay, I entertain a Motion."

City Solicitor: "MOVE acceptance of the recommendation of the agency on the contract and deny the bid protest. We historically don't um-- allow a waiver or overlooking of lack of certification."

Comptroller: "Second."

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

* * * * *

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

April 23, 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.

We wish to protest the following identified proposed contract awards, which are contained on Your Honorable Board's 04/24/2013 public meeting agenda. Said proposed contracts awards are:

1. Item number 3, pages 68-69, which is a proposed \$300,000.00 post hoc award to Frankford Towing, LLC, pursuant to the Bureau of Purchases' Solicitation No. B50002251-"Citywide Police Requested Towing Services-Additional Vendor."

Our protest is based on the fact that the proposed contract award violates Article VI, § 11 (h) (1) (ii) of the City Charter, inasmuch as the proposed contract awardee, Frankford Towing Service, LLC, is not "the lowest responsive and responsible bidder," within the ambit of said competitive bidding Charter provision. Moreover, Your Honorable Board should not make any award to Frankford Towing, inasmuch as Frankford Towing has failed to meet the contract established MBE goal. Additionally, Frankford Towing must not be approved for any award because there is a serious conflict relative to Frankford's ownership and ownership of at least two (2) other bidders/awardees on this solicitation.

2. Item number 4, page 69, which is a proposed \$285,834.00 contract award to Strategic Policy Partnership, LLC, pursuant to Bureau of Purchases' Solicitation No. B50002753, for "Police Department Consulting Service."

COON & COLE, LLC
ATTORNEYS AT LAW
401 WASHINGTON AVENUE, SUITE 501
TOWSON, MARYLAND 21204

CURTIS C. COON*, P.C.
Direct Dial: 410-630-4425
ccocon@ccclaw.net

Telephone (410) 244-8800
Facsimile (410) 825-5941

KATHERINE EARLS BUKOWSKY
COLIN J. CASLER
ZACHARY J. A. COON
CARA L. HERMAN

DAVID H. COLE, P.C.

* Admitted in MD and DC

April 9, 2013

VIA HAND DELIVERY

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

Procurement Officer for Sanitary Contract No. 889
c/o Rudolph S. Chow, P.E., Head
Bureau of Water and Wastewater
Department of Public Works
600 Abel Wolman Municipal Building
Baltimore, Maryland 21202

Attn: Tara Macer
Department of Public Works, Contract Administration
200 N. Holliday Street, Room 1105
Baltimore, Maryland 21202
Also Sent Via E-mail: tara.macer@baltimorecity.gov

Attn: Denise Lewis, Lorenzo Bellamy, Alexander Cleaver
Comptroller, City of Baltimore
100 N. Holliday Street, Suite 204
Baltimore, Maryland 21202

Re: **City of Baltimore, Dept. of Public Works, Sanitary Contract No. 889;
Protest of Rejection of Bid and/or Request for Award of Contract**

Dear Sirs/Madams and Honorable Members of the Board of Estimates:

This office represents the interests of American Infrastructure-MD, Inc. (“AI-MD”), 2011 Belair Road, Fallston, Maryland 21047, the apparent low bidder on the above-referenced contract (the “Contract”). AI-MD submitted its bid (the “Bid”) on or about December 12, 2012. The primary purpose of this letter is to serve as a formal protest to the suggested rejection of AI-MD’s Bid on the Contract, pursuant to COMAR § 21.10.02.02 *et seq.*, as well as to request for the City of Baltimore (the “City”) to allow my client to substitute Powell’s Trucking Company, Inc. (“Powell”) in the place of C. Jones Trucking, LLC (“C. Jones”) and to afford my client any further relief as the circumstances may require.

Relevant Facts

I. AI-MD’s Bid

Following receipt of the City’s invitation for bids (the “IFB”) for the Contract, my client timely submitted its Bid for the total proposed contract price of \$6,121,212.00. Upon the unsealing of all submitted bids, the City represented to my client on or about Dec. 12, 2012, that AI-MD was the apparent low bidder. According to my client’s records, the lowest bidders are as follows¹:

AI-MD:	\$6,121,212.00
Metra:	\$6,157,810.00
Northeast Remsco:	\$7,689,721.00

My client’s Bid included three proposed minority business enterprise (“MBE”) subcontractors, each of which my client believed in good faith was MBE-certified, as follows:

C. Jones Trucking, LLC:	\$ 29,200.00	(0.48% of Bid price)
G.E. Frisco Company, Inc.:	\$153,000.00	(2.50% of Bid price)
Machado Construction Co., Inc.:	<u>\$430,000.00</u>	(7.02% of Bid price)
	\$612,200.00	

The aggregate MBE percentage in my client’s Bid was just above the 10.00% MBE required by IFB p. 004000-20. Each of those subcontractors (including C. Jones Trucking, LLC) signed a Statement of Intent, stating that, “The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women’s Business Opportunity Office to perform the work described above.” C. Jones signed its Statement of Intent on or about November 28, 2012, marked as **Exhibit 1**.

Prior to signing each Statement of Intent, my client performed its due diligence and verified with the City’s records whether each proposed MBE subcontractor was in fact MBE-certified with the City. In doing so, it discovered – prior to submitting its bid – that C. Jones was

¹ Upon information and belief, only three contractors submitted bids to the City.

listed on the City's online database as having been a qualified MBE with an "expired" MBE certification. Promptly following that discovery, AI-MD called C. Jones and advised it of the apparent expiration. In response, C. Jones made repeated representations to my client that C. Jones' MBE certification was not expired but had been renewed, and that the City's website had simply not been updated yet to reflect it. C. Jones told my client that this issue had come up on at least one other City project and that it had been favorably sorted out. C. Jones' representations seemed plausible because it was approved as an MBE by the Maryland Department of Transportation ("MDOT") and because my client was aware that C. Jones was presently working as an MBE subcontractor on at least one ongoing City project.

After having performed that due diligence, and reasonably relying in good faith on the repeated representations of C. Jones, my client completed the Statement of Intent and timely submitted its Bid.

II. The Unsealing of the Bids

The City unsealed the bids on or about December 12, 2012. Approximately one month later, the City informally told my client that it was questioning C. Jones' MBE certification. The City did not state whether that amounted to a rejection of AI-MD's Bid. In response, I requested via letter on Jan. 22, 2013, that the City review C. Jones' record to confirm C. Jones' MBE certification status, based on the above-referenced representations that C. Jones had made to my client. The City responded, assuring AI-MD that C. Jones' MBE certification had expired, but the City did not articulate the reasons therefor, nor did the City declare whether it was accepting AI-MD's Bid despite the alleged deficiency, granting AI-MD an opportunity to cure the alleged deficiency or outright rejecting AI-MD's Bid.

III. The Requested Substitution

In light of realizing that it was misled by C Jones Trucking, on Jan. 28, 2013, my client requested via letter that the City allow AI-MD to substitute Powell for C. Jones, because Powell, a certified MBE (its certification was enclosed therewith and is also attached hereto), would do the subcontract work for the same price as C. Jones, thus keeping AI-MD's MBE participation percentage at or above 10%.

IV. Status of the Bids

AI-MD has not received any formal acceptance or rejection of its request to substitute Powell. As of Monday, April 8, the City has orally informed my client that it is rejecting AI-MD's Bid, and that it needs to file the instant protest letter.

As of the date hereof, AI-MD has not received a determination as to its request to approve AI-MD's request for the substitution of Powell.

V. Other Relevant Facts

AI-MD has been awarded, and is performing, City Contract No. TR 08046 (Rehabilitation of Broening Highway from Holabird Avenue to Colgate Creek), which joins the work covered by the instant Contract. The City will realize additional efficiency (cost and/or time savings) in the administration of the instant Contract if AI-MD is the general contractor for both projects.

VI. How AI-MD will be Harmed by Bid Rejection

If its Bid is rejected, AI-MD will be harmed by lost business revenue and profits, and it will miss another opportunity to serve the City with its efficient skills and extensive experience. AI-MD will essentially be punished for attempting to work with and understand the position of a certified MBE as to its status, whereas the City should encourage contractors to cooperate with certified MBEs.

VII. Relevant Documents

In support hereof, AI-MD encloses herewith a set of documents relevant to this dispute, which are marked as **Exhibits 2** through **5**. Those documents, which are true and accurate copies of their originals, are incorporated by reference as though more fully set forth herein.

Argument

I. AI-MD's Bid Should be Accepted

Pursuant to COMAR § 21.05.02.13, the City shall award the Contract to the lowest responsible and responsive bidder (or the bidder who has the most favorable evaluated bid price).

II. The City Should Allow AI-MD to Substitute Powell for C. Jones.

A. Substitution is Allowed as a Bid Modification or Amendment

COMAR allows for modifications of bid and/or amendment of the MBE participation schedule **after** bids are opened and before the contract is awarded. *See* COMAR §§ 21.05.02.10, 21.11.03.12. The substitution requested by AI-MD is akin to those sorts of corrective measures and should, therefore, be allowed.

Similar to COMAR § 21.11.03.12, immediately upon determining that C. Jones was ineligible as an MBE, AI-MD provided written notice to the Procurement Officer of its request for substitution. In so doing, AI-MD provided the information required under §21.11.03.12(C)(1)-(3)², namely: (1) the name of the substitute (Powell); (2) a description of the

² Subsection 4 of that regulation ("A full description of the bidder's or offeror's efforts to substitute another certified MBE subcontractor to perform the work that the unavailable or ineligible certified MBE subcontractor would have

work to be performed by it (the work previously assigned to C. Jones); and (3) the percentage of the Contract to be paid to the substitute (0.48%).

AI's reliance on C. Jones being a certified MBE was justified under all the circumstances. The alleged deficiency with the Bid occurred as an honest mistake, despite AI-MD's due diligence and best efforts. AI-MD discovered the allegedly "expired" status of C. Jones' MBE certification on the City's website. However, AI-MD relied in good faith upon the repeated representations of C. Jones that it had renewed its certification but that the City's website was inaccurate. AI-MD relied in good faith upon C. Jones' representations that it had encountered this issue before and that it had been resolved. Moreover, C. Jones' representations seemed credible in light of AI-MD's understanding that C. Jones was then serving on at least one City project as an MBE and that C. Jones had current MBE certification through MDOT. AI-MD's abundant good faith is evidenced also by its response to the City questioning the MBE certification of C. Jones; the undersigned's previous letter confirms AI-MD's good-faith reliance, and once AI-MD became satisfied that C. Jones had not proven it had renewed its certification, AI-MD immediately located a substitute subcontractor (Powell).

Unlike an amendment that is merely camouflage for a wholesale detour, the requested substitution is **merely swapping out one proposed subcontractor for another**. It is not affecting the overall MBE participation percentages, which in aggregate remain at 10%, nor is it affecting the overall Bid price, which is still the lowest of all submitted bids. No other bidder has complained to the City regarding this alleged deficiency. All of the foregoing facts show that there is no prejudice in allowing AI-MD to substitute Powell into its Bid.

Additionally, the City would realize greater efficiency in the administration of this Contract if it awards it to AI-MD because AI-MD is also the general contractor of Contract No. TR 08046. Having the same contractor on both projects would save duplicative efforts and would streamline the City's communication with the contractors on both projects and maximize the coordination between the projects, while minimizing the risk of delay.

B. AI-MD Should Have Opportunity to Cure Alleged Deficiency

COMAR § 21.05.02.12(A) allows for the City to either waive a deficiency or grant the bidder an opportunity to cure it, if the deficiency amounts to a technicality or minor irregularity, if it is in the State/City's advantage to do so.

Here, the only alleged deficiency is the inclusion of C. Jones, a subcontractor whose MBE certification had allegedly expired. The MBE participation percentage attributable to C. Jones was only 0.48% of the overall Bid price – a mere \$29,200.00 on a \$6,121,212.00 Contract. The proportion of C. Jones' proposed work to the overall Contract is, by definition, "minor." C. Jones' alleged ineligibility to serve as an MBE subcontractor on this project is caused by a technicality (a certification that allegedly expired about 10 months before the bids were opened).

performed") seems inapplicable to this case because, here, AI-MD was successful in finding a substitute subcontractor.

The proportion of C. Jones' proposed work to the overall Contract is, by definition, "minor." C. Jones' alleged ineligibility to serve as an MBE subcontractor on this project is caused by a technicality (a certification that allegedly expired about 10 months before the bids were opened). Further, C. Jones' allegedly lapsed MBE certification seems more "technical" in light of the apparent fact that C. Jones was still MBE-certified by the Maryland Department of Transportation ("MDOT") and was still performing one or more contracts on behalf of the City as an MBE.

AI-MD should be given an opportunity to cure the alleged deficiency because it has already proven that it can do so seamlessly. AI-MD's Jan. 29th request for substitution makes clear that Powell is an MBE-certified subcontractor that can perform the work previously assigned to C. Jones, at the same price – with no interruption on the project and without prejudice to any other bidder.

For the foregoing reasons, it is advantageous for the City to allow AI-MD to cure the alleged deficiency by substituting Powell into its Bid.

III. Alternatively, the City May Waive the Alleged Deficiency.

In the alternative, there exist at least two independent grounds for the City to waive the alleged deficiency.

First, COMAR § 21.05.02.12(A) allows for such a waiver upon a showing that the deficiency amounts to a technicality or minor irregularity (see *supra*).

Second, COMAR § 21.11.03.11 allows the City to waive the contract goal for each certified MBE classification, or to waive the overall MBE contract goal. The correspondence from AI-MD to the City, taken *in toto* with the contents of this letter, satisfy the requirements of § 21.11.03.11. The facts of this case reasonably demonstrate that the certified MBE goal was not obtained, due to an irregularity based not on AI-MD's conduct, but on the conduct of a recognized MBE, C. Jones – an irregularity that AI-MD subsequently has remedied. This waiver is in the City's best interest because the proposed substitution would allow the City to pay the lowest price for a responsive and responsible Contract that meets the 10% MBE goal.

[Requested relief appears on the following page]

Conclusion

For the foregoing reasons, AI-MD requests that the City take the following action:

1. Accept AI-MD's request for substitution of Powell's Trucking Company, Inc. for C. Jones Trucking, LLC in AI-MD's Bid;
2. Accept AI-MD's bid; and
3. Award the Contract to AI-MD.

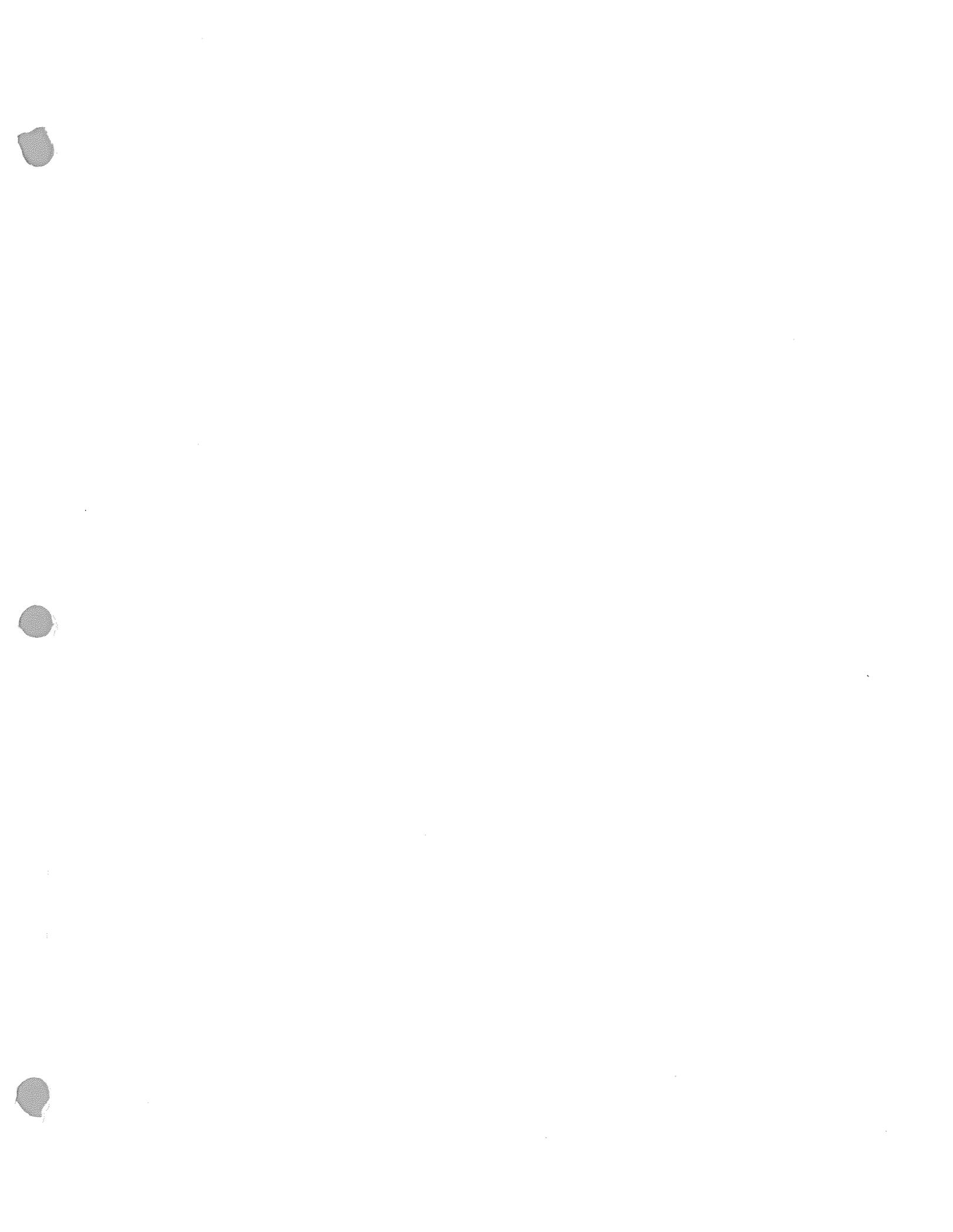
Very truly yours,



Curtis C. Coon *w/permission ZJAC*

CCC/zjac
Enclosures

cc: Richard W. Dungan, P.E.



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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE-MD, INC.
Name of MBE or WBE: C. Jones Trucking

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 29,200.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

not cert x out not initialed

Subcontract percentage of total contract: 0.48 %

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

African American % Asian American ... %

Hispanic American % Native American.. %

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

[Signature] Date 12/12/12
Signature of Prime Contractor (REQUIRED)

[Signature] Date 11-28-12
Signature of MBE or WBE (REQUIRED)

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



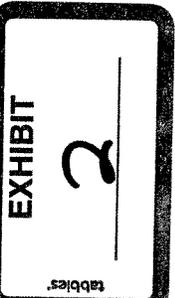


00 40 00 SCHEDULE OF PRICES

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
101	LUMP SUM	MOBILIZATION Six Hundred FIFTY THOUSAND AT SEVEN HUNDRED TWENTY TWO LUMP SUM DOLLARS	650,722	00	650,722	00
102	LUMP SUM	MAINTENANCE OF TRAFFIC AT Eighty Thousand Dollars LUMP SUM	80,000	00	80,000	00
103	LUMP SUM	ENGINEER'S OFFICE NO. 2. AT FIFTY THOUSAND Dollars LUMP SUM	50,000	00	50,000	00
104	LUMP SUM	TEMPORARY BYPASS PUMPING AND FLOW DIVERSION AT PUMPING STATION AND CHARLOTTE AVE. JUNCTION CHAMBER AT Two Hundred FIFTY THOUSAND LUMP SUM DOLLARS	250,000	00	250,000	00
105	LUMP SUM	CONSTRUCTION STAKEOUT AT Twenty THOUSAND Dollars LUMP SUM	20,000	00	20,000	00
106	300	TEMPORARY CHAIN LINK FENCE AT TEN Dollars PER LINEAR FOOT	10	00	3000	00



SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
107	500	CONTINGENT TEMPORARY ORANGE CONSTRUCTION FENCE AT <u>Four Dollars</u> PER LINEAR FOOT	4	00	2000	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM, FOR COMPLETE INFORMATIONS CONCERNING THESE

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
201	50	TEST PIT EXCAVATION AT <u>Two Hundred Dollars</u> PER CUBIC YARD	200	00	10,000	00
202	LUMP SUM	DEMOLITION OF EXISTING PIPING, VAULTS, WALLS, AND FOUNDATIONS AND MISCELLANEOUS WORK AROUND THE PUMPING STATION AT <u>Two Hundred Thousands Dollars</u> LUMP SUM	200,000	00	200,000	00
203	50	CONTINGENT REMOVAL AND DISPOSAL OF CONTAMINATED SOIL AT <u>One Hundred Dollars</u> PER TON	100	00	5,000	00
204	5	CONTINGENT PUMPING AND TREATMENT OF CONTAMINATED WATER AND LIQUID AT <u>One Thousand Dollars</u> PER 1000 GALLONS	1,000	00	5,000	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
301	800	CONTINGENT EXCAVATION FOR INCIDENTAL CONSTRUCTION BELOW SUBGRADE (CLASS 3) AT <u>Forty Dollars</u> PER CUBIC YARD	40	00	32,000	00
302	100	CONTINGENT STABILIZED FLOWABLE FILL AT <u>ONE HUNDRED TEN Dollars</u> PER CUBIC YARD	110	00	11,000	00
303	800	CONTINGENT SELECT BACKFILL USING CRUSHER RUN AGGREGATE CR-6 AT <u>FIFTY FIVE Dollars</u> PER CUBIC YARD	55	00	44,000	00
304	2140	CONTINGENT SELECT BACKFILL USING NO. 57 AGGREGATE AT <u>FIFTY Dollars</u> PER CUBIC YARD	50	00	107,000	00
305	6,000	CONTINGENT TRENCH BACKFILL USING AASHTO CLASSIFICATION A-2-4 SOIL AT <u>THIRTY FIVE Dollars</u> PER CUBIC YARD	35	00	210,000	00

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
401	500	CONTINGENT REINFORCING STEEL BARS - ANY SIZE AT <u>One Dollar</u> PER POUND	1	00	500	00
402	50	CONTINGENT CONCRETE - MIX NO. 3 AT <u>Five Hundred Fifty Dollars</u> PER CUBIC YARD	550	00	27,500	00
403	50	CONTINGENT CONCRETE - MIX NO. 1 AT <u>Four Hundred Dollars</u> PER CUBIC YARD	400	00	20,000	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
501	3,100	6-IN. SUB-BASE USING GRADED AGGREGATE BASE (GAB) AT <u>EIGHT DOLLARS</u> PER SQUARE YARD	8	00	24,800	00
502	330	9-IN. SUB-BASE, USING GRADED AGGREGATE BASE (GAB) AT <u>FIFTEEN DOLLARS</u> PER SQUARE YARD	15	00	4,950	00
503	220	HOT MIX ASPHALT SUPERPAVE BASE COURSE (PG64-22, LEVEL 2, 19.0 MM) AT <u>ONE HUNDRED DOLLARS</u> PER TON	100	00	22,000	00
504	240	HOT MIX ASPHALT SUPERPAVE SURFACE COURSE (PG76-22, LEVEL 2, 12.5 MM) AT <u>ONE HUNDRED TWENTY DOLLARS</u> PER TON	120	00	28,800	00
505	1,300	PORTLAND CEMENT REINFORCED CONCRETE PAVEMENT FOR TRENCH REPAIR - MIX NO. 6 AT <u>FOUR HUNDRED DOLLARS</u> PER CUBIC YARD	400	00	520,000	00
506	2700	GRINDING OF BITUMINOUS SURFACING MATERIAL - 2.0 INCHES DEPTH AT <u>FOUR DOLLARS</u> PER SQUARE YARD	4	00	10,800	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
601	400	CURB AND CURB & GUTTER REPLACEMENT - ALL TYPES AT <u>FIFTY DOLLARS</u> PER LINEAR FOOT	50	00	20,000	00
602	1,200	5-INCH CONCRETE SIDEWALK AT <u>TWELVE DOLLARS</u> PER SQUARE FOOT	12	00	14,400	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
701	LUMP SUM	EROSION AND SEDIMENT CONTROL AT SIXTY THOUSAND DOLLARS LUMP SUM	60,000	00	60,000	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
801	LUMP SUM	36-INCH PLUG VALVES AND VAULT AT <u>FIVE HUNDRED THOUSAND DOLLARS</u> LUMP SUM	500,000	00	500,000	00
802	LUMP SUM	30-INCH FLOW METER, ENTRY PORT, AND VAULT AT <u>ONE HUNDRED THOUSAND DOLLARS</u> LUMP SUM	100,000	00	100,000	00
803	LUMP SUM	GRAVITY SEWER JUNCTION CHAMBER AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	80,000	00	80,000	00
804	3,550	36-INCH DIP SANITARY SEWER FORCE MAIN AND FITTINGS <u>FIFTY</u> AT <u>FOUR HUNDRED SEVENTY DOLLARS</u> PER LINEAR FOOT	450 470	00	1,597,500 1,466,500	00
805	750	48-INCH RCP CLASS 4 SANITARY SEWER AT <u>FIVE HUNDRED TWENTY DOLLARS</u> PER LINEAR FOOT	520	00	390,000	00
806	57	STANDARD SANITARY MANHOLES AT <u>THIRTEEN HUNDRED DOLLARS</u> PER VERTICAL FOOT	1300	00	74,100	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

807	938	8-INCH DIP CLASS 54 WATER MAIN AT <u>One Hundred Forty Five Dollars</u> PER LINEAR FOOT	145 00	00	136,010 00
808	3	8-INCH VALVE AND ROADWAY BOX AT <u>Six Thousand Dollars</u> PER EACH	6000 00	00	18,000 00
809	260	REPLACE AND RECONNECT WATER SERVICES - ALL SIZES AT <u>One Hundred Forty Dollars</u> PER LINEAR FOOT	140 00	00	36,400 00
810	100	BURIED ELECTRICAL CONDUIT, 2-INCH PVC SCH 80 AT <u>Twenty Two Dollars</u> PER LINEAR FOOT	22 00	00	2,200 00
811	LUMP SUM	ELECTRICAL WORK - PUMPING STATION AND VAULTS AT <u>Fifty Thousand Dollars</u> LUMP SUM	50,000 00	00	50,000 00
812	168	48-INCH STEEL CASING PIPE - DIRECT BURIAL AT <u>Five Hundred Dollars</u> PER LINEAR FOOT	500 00	00	84,000 00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
813	92	BORE AND JACK 54-INCH STEEL CASING PIPE AT <u>SIXTEEN HUNDRED DOLLARS</u> PER LINEAR FOOT	1600	00	147,200	00
814	LUMP SUM	AIR RELEASE VALVE AND VAULT AT <u>FOURTY THOUSAND DOLLARS</u> LUMP SUM	40,000	00	40,000	00
815	LUMP SUM	REMOVE AND REPLACE PUMPING STATION INTERIOR DISCHARGE PIPING, AIR RELEASE VALVE, AND REPAIR FOUNDATION WALL AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	50,000	00	50,000	00
816	130	RELOCATE 3-INCH WATER SERVICE TO PUMPING STA. AT <u>SIXTY FIVE DOLLARS</u> PER LINEAR FOOT	65	00	8450	00
817	LUMP SUM	TEMPORARY RELOCATION AND REINSTALLATION OF EXTERIOR FANS AND DUCTS, CHAIN LINK FENCE AND RESTORE CONCRETE SLABS AND GRAVEL SURFACE AT <u>FIFTEEN THOUSAND DOLLARS</u> LUMP SUM	15,000	00	15,000	00
818	260	6-INCH SANITARY SEWER HOUSE CONNECTIONS AND INSERTA TEES IN 48-INCH SEWER AT <u>ONE HUNDRED SIXTY DOLLARS</u> PER LINEAR FOOT	160	00	41,600	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
819	LUMP SUM	CORROSION PROTECTION FOR DUCTILE IRON FORCE MAIN AND WATER MAINS AT <u>ONE HUNDRED FORTY THOUSAND DOLLARS</u> LUMP SUM	140,000	00	140,000	00
820	72	6-INCH DIP CLASS 54 WATER MAIN AT <u>ONE FORTY DOLLARS</u> PER LINEAR FOOT	140	00	10,080	00
821	20	30-INCH DIP SANITARY SEWER FORCE MAIN AND FITTINGS AT <u>TWO THOUSAND DOLLARS</u> PER LINEAR FOOT	2000	00	40,000	00
822	4	6-INCH VALVE AND ROADWAY BOX AT <u>ONE THOUSAND ONE HUNDRED DOLLARS</u> PER EACH	1100	00	4400	00
823	LUMP SUM	FORCE MAIN ENTRY PORT TEE AND VAULT AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	50,000	00	50,000	00

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
824	20	6-INCH SCHEDULE 40 PVC ROOF DRAIN AT <u>NINETY DOLLARS</u> PER LINEAR FOOT	90	00	1800	00
TOTAL BID		IN WRITTEN WORDS (USING THE FOLLOWING ITEMS) 101-107, 201-204, 301-305, 401-403, 501-506, 601-602, 701, 801-824			6,121,212	00
		Six Million One Hundred Twenty One Thousand Two Hundred Twelve Dollars				

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD, INC
Name of MBE or WBE: Psyche Recycling & Hauling Inc

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 183,700.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 3.00 %

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

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

[Signature] _____ 12/12/12
Signature of Prime Contractor (REQUIRED) Date

Babun Bay _____ 12/11/2012
Signature of MBE or WBE (REQUIRED) Date

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

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD INC
Name of MBE or WBE: G.E. FRISCO COMPANY, INC

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

Supplier

Materials/Supplies to be furnished by MBE or WBE:

CONSTRUCTION MATERIAL SUPPLIES

Subcontract Amount: \$ 153,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 2.50 %

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

African American % Asian American ... 1 %
Hispanic American ... % Native American.. %

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

[Signature] _____ 12/12/12
Signature of Prime Contractor (REQUIRED) Date

[Signature] _____ 12/11/12
Signature of MBE or WBE (REQUIRED) Date

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

MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 10% and the WBE goal of 3% for the contract shown at the top of this page. Contractor has achieved the following participation:

MBE-\$ 612,200.00 or 10% and WBE-\$ 193,700.00 or 3% of the total contract amount which is \$ 6,121,212.00

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

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

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

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

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

American Infrastructure MD, Inc. Contractor Company Name Richard W. Dungan Signature

P.O. Box 278, Fallston, MD 21047 Address Richard W. Dungan VP/GM Print Name and Title

Sworn and subscribed before me this 12th day of December in the year 2012.

JANENE BUCHLER
Notary Public-Maryland
Harford County
My Commission Expires
March 11, 2015

Janene Buchler
Notary Public

B-6

C. BALTIMORE APPRENTICESHIP TRAINING PROGRAM

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

BID FORM

Contracting Agency DPW - BUREAU OF WATER AND WASTEWATER

Contract (Project Title) DUNDALK WASTEWATER PUMPING STATION FORCE MAIN
REPLACEMENT

Scheduled Bid Due Date December 13th 2012

THIS APPRENTICE TRAINEE FORM IS DUE WITH THE BID.

FOR MORE INFORMATION ABOUT THIS FORM OR ASSISTANCE, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
100 N. Holliday Street, Rm. 101
Baltimore, MD 21202
(410) 396-4355
Shirley A. Williams, Chief

MWBOO (12/00)

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND
THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

PART I.

The City of Baltimore has established an Apprenticeship Trainee Program which requires all bidders on City Construction Projects costing \$1,000,000.00 dollars or more to participate in an Apprenticeship/OJT Training Program certified by the State of Maryland.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeymen who, in the natural course of events will leave the workforce.

The bidder, shall commit to use its best efforts to meet the BATP requirements set forth in these contract documents. If awarded this contract, the bidder shall notify each firm with which the bidder proposes to contract, of the BATP requirements and make these requirements a material part of the subcontract where appropriate.

The bidder hereby designates:

NAME NATHAN Brenneman
TITLE HR/Safety Director
PHONE # 410-879-3055

as the person who has been charged by the bidder with the responsibility for carrying out and reporting the bidders compliance with this program.

Page 2

1. The Bidder shall use its best efforts to comply with the BAT Program requirements set forth in these contract documents. Failure to implement and carry out the BAT Program requirements set forth in these contract documents shall be a material breach of this contract and grounds for termination of the contract.

2. The contractor shall prepare and submit to the contracting agency a plan for apprentice participation together with the construction schedule. The agency engineer shall designate the number of trainees and hours to be utilized and the area in which the trainees are to be required.

A. The draft construction schedule submitted to the contracting agency shall include a copy of the state certified apprentice/ojt program in which the bidder is participating, required labor resources by trade in order to determine the availability of apprentice opportunities, and a trade breakdown of anticipated participation by apprentices. The construction schedule and any updates shall include the apprentice participation by trade.

B. Apprentice participation shall be distributed throughout each technical discipline or trade designated by the engineer.

C. The contracting agency will review and approve the apprenticeship participation plan and forward a copy of the approved plan to MWBOO.

D. Goals for trainees will be based on the contractor's current utilization (Exhibit I in the contract document) and the availability of minorities and females in specified trade areas as indicated in the publication of the Maryland Department of Labor, Licensing and Regulation, Office of Labor Market Analysis and Information.

E. The specific efforts proposed to be undertaken by the contractor or its subcontractors if additional efforts are required to implement the BAT Program.

F. With each progress payment request, the contractor shall submit a BAT Program Report (AA2A) and a written projection for the following month of Apprentice hourly participation by trade.

G. The BAT Program participation plans shall apply to all change orders and extra work orders.

H. Requests for modifications or amendments of the contractors must be submitted to the contracting agency with copies to MWBOO.

The contractor will receive a written response to the request.

PART II. AFFIDAVIT

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.
2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.
3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.
4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.
5. The bidder agrees to submit all forms as required in Part I& III of this document.

American Infrastructure-MD, Inc.
Name of Bidder

Dundalk Wastewater Pumping
Station & Force Main Replacement
Name of Project Contract

By Richard W. Dungen

Title VP/GM

Date 12/12/12

I hereby certify that on this 12th day of December 2012, before me the subscriber, a Notary Public of the State of MARYLAND, in and for HARFORD City or County, personally appeared Richard W. Dungan who acknowledged himself-herself to be the (title) Vice President/General Manager of (company) American Infrastructure-MD, Inc. and being duly authorized, executed the foregoing affidavit for the purposes and uses therein contained.

Janene Buchler
 Signature of Notary Public

3/11/15
 My Appointment Expires

(SEAL)
 JANENE BUCHLER
 Notary Public-Maryland
 Harford County
 My Commission Expires
 March 11, 2015

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

INSTRUCTIONS

Part III

I. Advertisement for Construction Bids (Contracting Agency)

All bid advertisements for construction projects where the cost is estimated to be \$1,000,000.00 or more shall include the following language:

"The City of Baltimore has established an apprentice participation program requirement for this contract."

II. Bid Documents

All bid documents where the cost of the bid is estimated to be \$1,000,000.00 or more shall include the BATP BID FORM unless otherwise determined by the agency engineer.

The BATP Bid Form Must Be Submitted With The Bid.

III. Pre-Bid Conference

If there is a pre-bid conference, an MWBOO Compliance Representative shall be present to discuss the BAT Program.

IV. The following forms must be submitted as indicated.

A. The Plan for the Apprenticeship Participation must be completed and submitted for each area of training as designated by the agency engineer before the notice to proceed is issued.

B. The Maryland Apprenticeship Agreement forms must be submitted with each Progress Payment request to the contracting agency or as new trainees are hired.

C. With each progress payment request, the prime contractor must submit the MWBOO AA2 and AA2A to the contracting agency.

D. If an apprentice is terminated, the contracting agency shall be informed within 10 working days. A new Apprenticeship Agreement form on the replacement trainee should be attached.

E. MWBOO forms AA1 and 1A shall be submitted semi-annually on June 30th and December 31st of each year to the contracting agency.

ATTACHMENT

V. Penalties and Sanctions

A. A determination by the Board of Estimates after recommendation by the Minority and Women's Business Opportunity Office (MWBOO) that the contractor has failed to comply with any portion of the BATP rules as herein provided and described, or its approved apprenticeship plan, shall subject the offending party to any or all of the following:

1. suspension of contract;
2. withholding of funds;
3. rescission of contract based upon a material breach of contract;
4. disqualification of a bidder, contractor for a period of not to exceed two years;
5. payment of liquidated damages.

B. Violation; disqualification. It is a violation of this program to:

1. Willfully falsify, conceal or cover up by a trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations or make use of any false, fictitious or fraudulent statement or entry.
2. Willfully obstruct, impede, or attempt to obstruct or impede any authorized official or employee who is investigating the validity of any activity under the BATP.

BALTIMORE APPRENTICE TRAINEE PROGRAM TRAINEE REVIEW PROJECT NUMBER: SANITARY CONTRACT NO. 889

DATE: _____

PROJECT NAME: DUNDALK WASTEWATER PUMPING STATION FORCE MAIN REPLACEMENT

CONTRACTOR: _____

TRAINEE'S SUPERVISOR: _____

CONTRACTOR'S EEO OFFICER: _____

Name	Race	Classification	Rqd. Prog. Hrs.	Actual Training for the Month	Actual Training Hours to Date	Min. Rate	Prct. Rate	Jrnymn. Rate
1. _____	_____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____	_____	_____	_____

Signed: _____ Date: _____
 To Be Submitted With Each
 Payout Request by the Subcontractor
 to the Prime Contractor

CITY OF BALTIMORE

SEMI ANNUAL TRAINEE REPORT

ADMINISTRATION CENTER		PERIOD ENDING										LEGEND		AA - AMERICAN INDIAN		AA - ASIAN AMERICAN						
LINE NO	TRAINING CLASSIFICATION A	NUMBER RECEIVING TRAINING DURING REPORT PERIOD B					NUMBER STARTING TRAINING DURING REPORT PERIOD C					NUMBER COMPLETING TRAINING DURING REPORT PERIOD D					TOTAL HRS OF TRAINING DURING PERIOD					
		TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA		AI	HA	O	TOT	
03	EQUIPMENT OPERATOR																					
04	MECHANICS																					
05	TRUCK DRIVERS																					
06	IRON WORKERS																					
07	CARPENTERS																					
08	CEMENT MASONS																					
09	ELECTRICIANS																					
10	PIPEFITTERS																					
11	PAINTERS																					
12	OTHER SKILLS																					
13	TOTAL																					
14		NUMBER OF FEMALES RECEIVING TRAINING					NUMBER OF FEMALES STARTING TRAINING					NUMBER OF FEMALES COMPLETING TRAINING										
	NUMBER OF NEW HIRES RECEIVING TRAINING						NUMBER IN PRENTICESHIP TRAINING					NUMBER OF TERMINATIONS PRIOR TO COMPLETION OF TRAINING										
	NUMBER OF UPGRADES RECEIVING TRAINING						NUMBER IN OTHER JOB TRAINING					NUMBER OF PROJECTS UNDER WAY DURING REPORTING PERIOD AND CONTAINING TRAINING SPECIAL PROVISIONS										
COMMENTS:																						
REPORT PREPARED BY (SIGNATURE) AND TITLE OF CITY OFFICIAL																		DATE				
																		AA1				

BALTIMORE APPRENTICE TRAINEE PROGRAM CONTRACTOR'S SEMIANNUAL TRAINEE REPORT	PROJECT NO SANITARY CONTRACT NO. 889
	PROJECT NAME: DUNDALK WASTEWATER PUMPING STATION FORCE MAIN REPLACEMENT

INSTRUCTIONS - This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractor under it) who has received training during the reporting period under the training special provisions (a part of the contract proposal). The report is to be submitted by the 10th of the month following the reporting period (July 10, and January 10). The original of this report is to be furnished to the trainer and two copies submitted to the City of Baltimore

1. NAME OF CONTRACTOR		1.A. ADDRESS
NAME OF SUBCONTRACTOR (IF APPLICABLE)		
2. NAME OF TRAINEE	2A. SEX (check one) _____ M _____ F	2.B. ADDRESS
3. AGE OF TRAINEE	4. SOCIAL SECURITY NO.	5. EMPLOYEE STATUS (check one) _____ NEW HIRE _____ UP-GRADE

6. ETHNIC GROUP DESIGNATION (check one)
 Black _____ Hispanic _____ American _____ Asian _____ White _____
 American _____ Indian _____ American _____

7. SUMMARY OF PREVIOUS TRAINING (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS)

8. JOB CLASSIFICATION OF TRAINEE	9. DATE TRAINING STARTED ON THIS CONTRACT	10. TYPE OF ON THE JOB TRAINING (Check one) _____ Apprenticeship _____ other
----------------------------------	---	---

REPORTING PERIODS

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 30, as applicable in

HOURS OF TRAINING DATA								
11. PROVIDED DURING REPORT PERIOD								
12. PROVIDED TO DATE								
13. REMAINING TO COMPLETE THE APPROVED PROGRAM								
14. TERMINATION (IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)								
15 REPORT PREPARED BY (SIGNATURE AND TITLE OF CONTRACTOR'S REPRESENTATIVE)							16 DATE	
17 REPORT REVIEWED BY (SIGNATURE AND TITLE OF CITY OF BALTIMORE OFFICIAL)							18 DATE	

MWBOO (1A)

C. BALTIMORE CITY'S YOUTHWORKS

TO: Mayor's Office of Employment Development ("MOED")

FROM: American Infrastructure-MD, Inc.
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid Bidder hereby presents MOED with the following information to assist its outreach efforts for the Baltimore City YouthWorks Program:

Contact Person: Nathan BrennemanAddress: P.O. Box 278
Fallston, MD 21047Telephone Number: 410-879-3055Facsimile Number: 410-893-2695E-mail address: nathan.brenneman@americaninfrastructure.com

E. Baltimore City Employ Baltimore Program



EMPLOY BALTIMORE

Employ Baltimore is designed to create opportunities for businesses that receive municipal contracts to access qualified City residents to meet their workforce needs. The initiative will also ensure that City dollars contribute to the local economy and improve the lives of employable Baltimoreans.

Employ Baltimore meets the business development need by helping employers save time and money in the recruitment process. This service also offers businesses customized training resources that build worker pipelines for hard-to-fill job vacancies, and provides easy access to tax credit programs that support investments in the City's growth. Every year, hundreds of area employers utilize the Mayor's Office of Employment Development's resources to assist their expansion efforts. We look forward to serving you also.

Employ Baltimore

Requirements

1. Complete the *Employ Baltimore* "Certification Statement" contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.
3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.
4. Complete the "Employment Reports" as required on June 30th and December 31st during each year of the contract and at contract completion. Submit "Employment Reports" to:

Employ Baltimore
Mayor's Office of Employment
Development
3001 E. Madison Street
Baltimore, Maryland 21205
- or -
employbaltimore@oedworks.com

The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts for \$300,000.00 or more that fully participate in the *Employ Baltimore* program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

To Schedule Your Meeting with MOED Please Contact:

Rosalind Howard or Susan Tagliarino
Employ Baltimore
Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-884-3014 • Fax 410-381-8648
rhoward@oedworks.com stagiaferro@oedworks.com
-or-
employbaltimore@oedworks.com

Employ Baltimore
CERTIFICATION STATEMENT

Contracting City Agency	Bid Number	Bid Due Date
DPW	889	12/15/12 ¹² RWD

To promote the commitment to utilize ***Employ Baltimore*** to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$49,999.00 or less.

Additionally, companies awarded construction contracts of \$ 300,000 or more that fully participate in the ***Employ Baltimore*** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

CERTIFICATION STATEMENT

As a representative of American Infrastructure MD, Inc. (NAME OF COMPANY), I Richard W. Dungan, VP/GM (PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30th and December 31st identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: Richard W. Dungan Telephone: 410-879-3055

Company Address P.O. Box 278, Fallston MD 21047 Email: RICH.DUNGAN@AmericanInfrastructure.com

Send to: Rosalind Howard or Susan Tagliaterra
Employ Baltimore/ Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-884-3014 • Fax 410-361-9648

**Employ Baltimore
EMPLOYMENT REPORT**

Contracting City Agency	Bid/Contract Number & Name
Contract Start Date	Contract End Date

To promote the commitment to utilize the *Employ Baltimore Executive Order* and to meet workforce needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid package. Under this Executive Order, contract awardees will complete and submit this Employment Report on June 30th and December 31st during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

Employ Baltimore
Mayor's Office of Employment Development
3001 E. Madison Street
Baltimore, Maryland 21205

- or email -

employbaltimore@oedworks.com

The Employment Report below is hereby submitted by the undersigned for the period:
(please check one)

_____ December 31, 20____ June 30, 20____ End of Contract- Date _____

No. of total workers on payroll for this contract	
No. of Baltimore City residents on payroll for this contract	
No. of new positions filled by Baltimore City residents	

Name: _____ Signature: _____

Title: _____ Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

AMERICAN INFRASTRUCTURE MD, INC. D/B/A AMERICAN INFRASTRUCTURE

as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as Surety, are hereby held and firmly bound unto the Mayor and City Council of Baltimore as Owner, in the amount of at least Two Percent (2%) of the Total Bid submitted for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. Signed this 5th day of December, 2012.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Board of Estimates of the Mayor and City Council of Baltimore a certain Bid, attached hereto, and hereby made a part hereof to enter into a Contract, in writing,

for SANITARY CONTRACT NO. 889 DUNDALK WASTEWATER PUMPING STATION FORCE MAIN REPLACEMENT

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached here to (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their Hand and Seals, and such of them as are Corporation have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

ATTEST:

PRINCIPAL

[Signature]

AMERICAN INFRASTRUCTURE-MD, INC. D/B/A
AMERICAN INFRASTRUCTURE

[Signature]

Richard W. Dorgan VP/GM
(SEAL)

WITNESS

Witness:

[Signature]
Michelle G. Higgins, Bond Administrator

SURETY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Signature]
Christine A. Dunn, (SEAL)
Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, David A. JOHNSON, Christine A. DUNN, Denise M. BRUNO, Julia R. BURNET, Kimberly G. RIVELY, Michelle G. HIGGINS and Joyce M. HOFFMAN**, all of **King of Prussia, Pennsylvania**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of July, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Gerald F. Haley*
Assistant Secretary
Gerald F. Haley

Geoffrey Delisio
Vice President
Geoffrey Delisio

State of Maryland
City of Baltimore

On this 20th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



12/12/2012

10:21

1225205

Dundalk WWPS Forcemain

*** Estimating Conference Room

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1010	MOBILIZATION	1.000	LS	650,722.00	650,722.00
1020	MOT	1.000	LS	80,000.00	80,000.00
1030	ENGINEERS OFFICE NO 2	1.000	LS	50,000.00	50,000.00
1040	TEMP BYPASS PUMPING @ PS & CHARLOTTE A	1.000	LS	250,000.00	250,000.00
1050	CONSTRUCTION STAKEOUT	1.000	LS	20,000.00	20,000.00
1060	TEMP CHAIN LINK FENCE	300.000	LF	10.00	3,000.00
1070	*C TEMP ORANGE CONST FENCE	500.000	LF	4.00	2,000.00
2010	TEST PIT EXCAVATION	50.000	CY	200.00	10,000.00
2020	DEMO EX PIPE/VAULT/WALLS AND FOUNDATI	1.000	LS	200,000.00	200,000.00
2030	*C REM/DISP CONTAMINATED SOIL	50.000	TN	100.00	5,000.00
2040	*C PUMP/TREAT CONTAMINATED LIQUID	5.000	MG	1,000.00	5,000.00
3010	*C CLASS 3 EXCAVATION	800.000	CY	40.00	32,000.00
3020	*C FLOWABLE FILL	100.000	CY	110.00	11,000.00
3030	*C SELECT BACKFILL W/ CR-6	800.000	CY	55.00	44,000.00
3040	*C SELECT BACKFILL W/ #57 STONE	2,140.000	CY	50.00	107,000.00
3050	*C TRENCH BACKFILL W/ SOIL	6,000.000	CY	35.00	210,000.00
4010	*C REINFORCING STEEL	500.000	LB	1.00	500.00
4020	*C MIX 3 CONCRETE	50.000	CY	550.00	27,500.00
4030	*C MIX 1 CONCRETE	50.000	CY	400.00	20,000.00
5010	6" GAB SUB-BASE	3,100.000	SY	8.00	24,800.00
5020	9" GAB SUB-BASE	330.000	SY	15.00	4,950.00
5030	19MM BASE 64-22L2	220.000	TN	100.00	22,000.00
5040	12.5MM SURFACE 76-22L2	240.000	TN	120.00	28,800.00
5050	REINFORCED PCCP MIX 6	1,300.000	CY	400.00	520,000.00
5060	2" GRINDING	2,700.000	SY	4.00	10,800.00
6010	CURB & GUTTER (ALL TYPES)	400.000	LF	50.00	20,000.00
6020	5" CONCRETE SIDEWALK	1,200.000	SF	12.00	14,400.00
7010	E&S CONTROLS	1.000	LS	60,000.00	60,000.00
8010	36" PLUG VALVE & VAULT	1.000	LS	500,000.00	500,000.00
8020	30" FLOW METER PORT & VAULT	1.000	LS	100,000.00	100,000.00
8030	GRAVITY SEWER JC	1.000	LS	80,000.00	80,000.00
8040	36" DIP FM & FITTINGS	3,550.000	LF	470.00	1,668,500.00
8050	48" RCP CL4 SEWER	750.000	LF	520.00	390,000.00
8060	SANITARY MANHOLES	57.000	VF	1,300.00	74,100.00
8070	8" DIP CL54 WATER MAIN	938.000	LF	145.00	136,010.00
8080	8" VALVE & RW BOX	3.000	EA	6,000.00	18,000.00
8090	REPL/CONNECT WATER SVC (ALL SIZE)	260.000	LF	140.00	36,400.00
8100	BURIED ELEC CONDUIT 2" PVC SCH80	100.000	LF	22.00	2,200.00
8110	PS & VAULT ELECTRIC	1.000	LS	50,000.00	50,000.00
8120	48" STEEL CASING OPEN CUT	168.000	LF	500.00	84,000.00
8130	54" STEEL CASING JACK & BORE	92.000	LF	1,600.00	147,200.00
8140	ARV & VAULT	1.000	LS	40,000.00	40,000.00
8150	REM/REPL PS INTERIOR DISCHARGE PIPE VAL	1.000	LS	50,000.00	50,000.00
8160	RELOCATE 3" WATER TO PS	130.000	LF	65.00	8,450.00
8170	TEMP RELOCATION FANS DUCTS FENCE & RES	1.000	LS	15,000.00	15,000.00
8180	6" SANITARY SHC IN 48" SEWER	260.000	LF	160.00	41,600.00
8190	CORROSION PROTECTION FOR DIP FM & WATE	1.000	LS	140,000.00	140,000.00
8200	6" DIP CL54 WATER MAIN	72.000	LF	140.00	10,080.00
8210	30" DIP FM & FITTINGS	20.000	LF	2,000.00	40,000.00
8220	6" VALVE & RW BOX	4.000	EA	1,100.00	4,400.00
8230	FM ENTRY PORT TEE & VAULT	1.000	LS	50,000.00	50,000.00
8240	6" PVC SCH40 ROOF DRAIN	20.000	LF	90.00	1,800.00

12/12/2012 10:21
1225205 Dundalk WWPS Forcemain
*** Estimating Conference Room

BID TOTALS

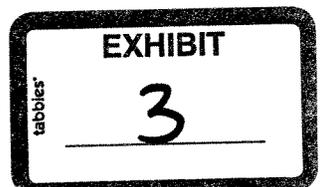
<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
		Bid Total	=====>		\$6,121,212.00



CITY OF BALTIMORE
DEPARTMENT OF LAW
MINORITY AND WOMEN'S
BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
<i>C Jones Trucking, Llc--(MBE)--African American</i>		
Address: 823 A Old Philadelphia Road Aberdeen, Md 21001-	07-004860	
Title: Mr. N. Reggie Anderson E-Mail: randerson@cjonestrucking.net		
Phone: Phone: (410)272-8611 Fax: (410)630-5555 Fax: (410)630-5555		
Certified Date: May 13 2009		
Expiration Date: Feb 16 2012		
Extension Date: Nov 9 2011		
Services: LOCAL TRUCKING; SUPPLY STONE, SAND AND GRAVEL; CONSTRUCTION/PROJECT MANAGEMENT		





COON & COLE, LLC
ATTORNEYS AT LAW
126 So. WASHINGTON STREET
Havre de Grace, MARYLAND 21078

CURTIS C. COON*, P.C.
Direct Dial: 410-630-4425
ccocon@ccoelaw.net

Telephone (410) 244-8800
Facsimile (410) 825-5941

KATHERINE EARLS BUKOWSKY
COLIN J. CASLER
ZACHARY J. A. COON
CARA HERMAN

DAVID H. COLE, P.C.

* Admitted in MD and DC

January 22, 2013

Department of Public Works
Contract Administration
Room 1105
200 N. Holiday Street
Baltimore, Maryland 21202
ATTN: Tara Macer

URGENT MATTER

Comptroller, City of Baltimore
Suite 204
100 N. Holiday Street
Baltimore, Maryland 21202
ATTN: Denise Lewis

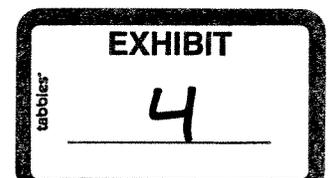
Also transmitted via email to: tara.macer@baltimorecity.gov

Re: Bid determination of award
Sanitary Contract # 889
Dundalk Waste Water Pumping Station Forced Main Replacement

Dear Ms Macer and Ms Lewis:

My client, American Infrastructure – MD, Inc. which is the apparent low bidder on the above open bid, has received word that one of its nominated MBE participants, C. Jones Trucking, LLC is being questioned as to their current status as a qualified MBE.

This letter is written to encourage the City to review the record of C. Jones Trucking, LLC, as a qualified, currently eligible MBE entity. C. Jones Trucking, LLC MBE (African American) represents to my client a Certification Number of 07-004860. There appears to be information on the City's website indicating that this MBE is expired. However, Reggie Anderson, Owner of C. Jones Trucking, LLC has assured my client that it has had this problem previously, in that the City, due to clerical problems, has not updated its records. In fact, my client has been told that



C. Jones has experienced previous false expiration status reports, which have been reversed upon closer inspection (one contract related was with Kinsley Construction).

Therefore, my client requests that the City not act precipitously, and that the City please review its paper file and any other resources as to the currency of the certification of C. Jones, LLC. My client believes that once this exercise has been undertaken, it will be abundantly clear that a valid MBE certification exists, and the issue will be put to rest.

Be advised my client has also requested Mr. Anderson to provide his copy of his current MBE paper certification, and we are going to forward this to you as soon as we have received the same.

If you have any questions or desire further information on this matter, please do not hesitate to call myself or my client directly,

Thank you.

Very truly yours,



Curtis C. Coon

CCC

cc: Richard Dungan, Vice President and General Manager, American Infrastructure-MD, Inc.



**Contract #889 - Dundalk Waste Water Pumping Station - Request for
Substitution of MBE**

Rich Dungan to: tameka.holness, tara.macer, thomas.cory,
denise.lewis

01/28/2013 04:19 PM

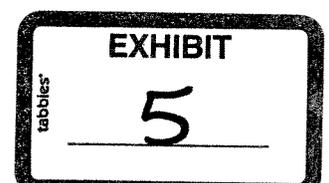
cc: "Lorenzo Bellamy", Barrett Tucker

Original to follow via federal express overnight.



Contract 889 - Request for Substitution 1-28-13.PDF

Thank you,
Richard W. Dungan, P.E.
Vice President/General Manager
American Infrastructure





2011 Belair Rd, Fallston, MD 21047

"Better, Faster, Safe"

January 29, 2013

Via Email and Fedex Overnight

Ms. Tameka Holness
City of Baltimore
Compliance, Contract Administration
Department of Public Works
Room 1105
200 N. Holiday Street
Baltimore, MD 21202

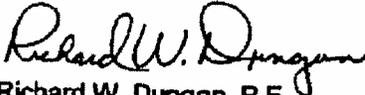
Re: Dundalk Wastewater Pumping Station Force Main Replacement
Sanitary Contract No. 889
Bid Date: December 12, 2012
MBE/WBE Statement of Intent Substitution - C. Jones Trucking, LLC

Dear Ms. Holness:

On December 12, 2012 American Infrastructure (AI) submitted C. Jones Trucking, LLC for \$29,200 or 0.48% of the MBE Goal on the above reference Project. AI hereby requests a substitution of the minority vendor C. Jones Trucking, LLC with Powell's Trucking Company, Inc. (Cert#09-005337 copy attached) for the amount of \$29,200 or 0.48%. This substitution of the minority vendor to our proposal is to ensure that our proposal meets the requirements of the Minority Business Enterprises Participation Goals set forth in the above referenced Project.

This substitution of minority vendor in no way alters our technical or financial proposal in response to this solicitation and is a mere substitution of a minority vendor. AI is committed to meeting or exceeding the MBE requirements. Should you need anything further in regards to this substitution please don't hesitate to contact me in my office at (410) 776-2015.

Sincerely,


Richard W. Dungan, P.E.
Vice President/General Manager

cc: Thomas Corey, Minority and Women's Business Opportunity Office
City of Baltimore, Department of Public Works – Tara Macer
(tara.macer@baltimorecity.gov)
City of Baltimore, Comptroller, City of Baltimore – Denise Lewis
Lorenzo Bellamy, Alexander Cleaver

Enclosure(s) 1

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD, INC.
Name of MBE or WBE: POWELL'S TRUCKING CO. INC.

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

DUMP TRUCK HAULING

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 29,200.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.48 %

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

African American % Asian American ... %

Hispanic American % Native American.. %

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

[Signature]
Signature of Prime Contractor (REQUIRED)

12/12/12
Date

[Signature]
Signature of MBE or WBE (REQUIRED)

12/12/12
Date

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

CITY OF BALTIMORE
DEPARTMENT OF LAW
MINORITY AND WOMEN'S
BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Powell's Trucking Company, Inc.--(MBE)--African American		
Address: 612 W. Patapsco Avenue Baltimore, Md 21225-	09-005337	
Title: Mr. Michael Powell, Sr. E-Mail: powellstrucking@msn.com		
Phone: Phone: (410)732-3867 Fax: (410)496-1443 Fax: (410)496-1443		
Certified Date: Nov 30 2011		
Expiration Date: Nov 29 2013		
Extension Date:		
Services: DUMP TRUCK HAULING, SNOW REMOVAL		

Our complaint on this item is that the proposed contract award violates the City's competitive bidding charter requirement and the City's M-WBE Ordinance. There is no basis for the City's MWBOO's waiver on this item.

3. Item number 6, page 70, which is a proposed \$6,157,810.00 contract award to Metro Industries, Inc., for wastewater pumping station force main replacement.

Our protest is based on the fact that both the contract's MBE and WBE goals were established way too low by MWBOO, and the proposed contractor discriminated unlawfully against our African American-owned M-WBE firms by not including them as part of the subcontracting arrangement. Moreover, the contractor's proposed WBE subcontractor, R & R Contracting Utilities, Inc., does not qualify as a City WBE, inasmuch as it does not have an office located within the City's market area, as defined by the City's M-WBE Ordinance.

4. Items numbers 1 and 2, page 85, which are a request for Your Honorable Board's approval to advertise Department of Transportation's Solicitation TR-12015RR and Department of Public Works/Department of Recreation and Parks RP-12811.

Our protest is based on the fact that both of these proposed solicitations fail to establish relevant and appropriate MBE sub-goals for each MBE sub-group made beneficiary of the City's MBE Ordinance.

Respectfully Submitted,

Arnold M. Jolivet
Arnold M. Jolivet
Managing Director

April 16, 2013

VIA FEDERAL EXPRESS

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

Rudolph S. Chow, P.E.
Head, Bureau of Water and Wastewater
Department of Public Works
600 Abel Wolman Municipal Building
Baltimore, Maryland 21202

Attn: Tara Macer
Department of Public Works, Contract Administration
200 N. Holliday Street, Room 1105
Baltimore, Maryland 21202

Attn: Denise Lewis, Lorenzo Bellamy, Alexander Cleaver
Comptroller, City of Baltimore
100 N. Holliday Street, Suite 204
Baltimore, Maryland 21202

Re: **City of Baltimore, Dept. of Public Works, Sanitary Contract No. 889
American Infrastructure's Protest**

Dear Sirs/Madams and Honorable Members of the Board of Estimates:

This office represents Metra Industries, Inc. ("Metra"), the apparent low, responsive and responsible bidder, on the referenced contract (the "Contract"). Metra is in receipt of the protest on this procurement filed by American Infrastructure-MD, Inc. ("AI-MD"), dated April 9, 2013, and hereby provides its response as an interested party.

Sirs/Madams and Honorable Members

April 16, 2013

Page 2

The invitation for bids ("IFB") mandated that bidders equal or exceed an MBE contract goal for participation in the amount of 10% of the bid amount. By its own admission, AI-MD listed three MBE subcontractors in its bid, with an aggregate participation of 10% of the \$6,121,212 bid. One of the MBE subcontractors was C. Jones Trucking, LLC. AI-MD signed a Statement of Intent at the time of bid representing that each of its MBE subcontractors was currently certified as an MBE with the City of Baltimore Minority and Women's Business Opportunity Office. AI-MD submitted its bid on December 12, 2012.

AI-MD admits that despite its Statement of Intent, C. Jones Trucking was not properly certified on the date that bids were submitted. As such, AI-MD did not meet the 10% MBE goal at the time of bid and it was not a responsive bidder as a consequence.

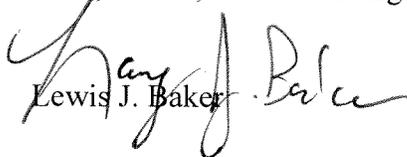
There is no relevance to AI-MD's representations that it performed due diligence when attempting to verify whether C. Jones Trucking was certified. The IFB expressly states that "Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Minority and Women's Business Opportunity Office (MWBOO) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract." These requirements also are found in the Baltimore City Code at Article 5, Section 28-48 (d), which was incorporated by reference in the IFB. Clearly, AI-MD did not verify that C. Jones Trucking was certified at the time of bid.

Although AI-MD attempts to apply COMAR requirements to this procurement, the requirements of COMAR are not applicable to the City's procurements. Instead, the Baltimore City Code requirements govern. Because AI-MD did not fulfill the clear requirement of the IFB to verify certification of its listed MBE subcontractors and did not list MBE subcontracts with properly certified subcontractors in an amount totaling at least 10% of the bid amount, it did not comply in all material respects with the IFB requirements. AI-MD, therefore, is not a responsive bidder. Accordingly, award of the above referenced contract should be made to Metra as the low, responsive and responsible bidder.

Metra looks forward to working with the City on the referenced Contract.

Sincerely,

Watt, Tieder, Hoffar & Fitzgerald, LLP


Lewis J. Baker

cc: Mr. Stephan Dioslaki
Mr. Robert DePonte

COON & COLE, LLC
ATTORNEYS AT LAW
401 WASHINGTON AVENUE, SUITE 501
TOWSON, MARYLAND 21204

CURTIS C. COON*, P.C.
Direct Dial: 410-630-4425
ccocon@ccclaw.net

Telephone (410) 244-8800
Facsimile (410) 825-5941

KATHERINE EARLS BUKOWSKY
COLIN J. CASLER
ZACHARY J. A. COON
CARA L. HERMAN

DAVID H. COLE, P.C.

* Admitted in MD and DC

April 9, 2013

VIA HAND DELIVERY

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

Procurement Officer for Sanitary Contract No. 889
c/o Rudolph S. Chow, P.E., Head
Bureau of Water and Wastewater
Department of Public Works
600 Abel Wolman Municipal Building
Baltimore, Maryland 21202

Attn: Tara Macer
Department of Public Works, Contract Administration
200 N. Holliday Street, Room 1105
Baltimore, Maryland 21202
Also Sent Via E-mail: tara.macer@baltimorecity.gov

Attn: Denise Lewis, Lorenzo Bellamy, Alexander Cleaver
Comptroller, City of Baltimore
100 N. Holliday Street, Suite 204
Baltimore, Maryland 21202

Re: **City of Baltimore, Dept. of Public Works, Sanitary Contract No. 889;
Protest of Rejection of Bid and/or Request for Award of Contract**

Dear Sirs/Madams and Honorable Members of the Board of Estimates:

This office represents the interests of American Infrastructure-MD, Inc. (“AI-MD”), 2011 Belair Road, Fallston, Maryland 21047, the apparent low bidder on the above-referenced contract (the “Contract”). AI-MD submitted its bid (the “Bid”) on or about December 12, 2012. The primary purpose of this letter is to serve as a formal protest to the suggested rejection of AI-MD’s Bid on the Contract, pursuant to COMAR § 21.10.02.02 *et seq.*, as well as to request for the City of Baltimore (the “City”) to allow my client to substitute Powell’s Trucking Company, Inc. (“Powell”) in the place of C. Jones Trucking, LLC (“C. Jones”) and to afford my client any further relief as the circumstances may require.

Relevant Facts

I. AI-MD’s Bid

Following receipt of the City’s invitation for bids (the “IFB”) for the Contract, my client timely submitted its Bid for the total proposed contract price of \$6,121,212.00. Upon the unsealing of all submitted bids, the City represented to my client on or about Dec. 12, 2012, that AI-MD was the apparent low bidder. According to my client’s records, the lowest bidders are as follows¹:

AI-MD:	\$6,121,212.00
Metra:	\$6,157,810.00
Northeast Remsco:	\$7,689,721.00

My client’s Bid included three proposed minority business enterprise (“MBE”) subcontractors, each of which my client believed in good faith was MBE-certified, as follows:

C. Jones Trucking, LLC:	\$ 29,200.00	(0.48% of Bid price)
G.E. Frisco Company, Inc.:	\$153,000.00	(2.50% of Bid price)
Machado Construction Co., Inc.:	<u>\$430,000.00</u>	(7.02% of Bid price)
	\$612,200.00	

The aggregate MBE percentage in my client’s Bid was just above the 10.00% MBE required by IFB p. 004000-20. Each of those subcontractors (including C. Jones Trucking, LLC) signed a Statement of Intent, stating that, “The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women’s Business Opportunity Office to perform the work described above.” C. Jones signed its Statement of Intent on or about November 28, 2012, marked as **Exhibit 1**.

Prior to signing each Statement of Intent, my client performed its due diligence and verified with the City’s records whether each proposed MBE subcontractor was in fact MBE-certified with the City. In doing so, it discovered – prior to submitting its bid – that C. Jones was

¹ Upon information and belief, only three contractors submitted bids to the City.

listed on the City's online database as having been a qualified MBE with an "expired" MBE certification. Promptly following that discovery, AI-MD called C. Jones and advised it of the apparent expiration. In response, C. Jones made repeated representations to my client that C. Jones' MBE certification was not expired but had been renewed, and that the City's website had simply not been updated yet to reflect it. C. Jones told my client that this issue had come up on at least one other City project and that it had been favorably sorted out. C. Jones' representations seemed plausible because it was approved as an MBE by the Maryland Department of Transportation ("MDOT") and because my client was aware that C. Jones was presently working as an MBE subcontractor on at least one ongoing City project.

After having performed that due diligence, and reasonably relying in good faith on the repeated representations of C. Jones, my client completed the Statement of Intent and timely submitted its Bid.

II. The Unsealing of the Bids

The City unsealed the bids on or about December 12, 2012. Approximately one month later, the City informally told my client that it was questioning C. Jones' MBE certification. The City did not state whether that amounted to a rejection of AI-MD's Bid. In response, I requested via letter on Jan. 22, 2013, that the City review C. Jones' record to confirm C. Jones' MBE certification status, based on the above-referenced representations that C. Jones had made to my client. The City responded, assuring AI-MD that C. Jones' MBE certification had expired, but the City did not articulate the reasons therefor, nor did the City declare whether it was accepting AI-MD's Bid despite the alleged deficiency, granting AI-MD an opportunity to cure the alleged deficiency or outright rejecting AI-MD's Bid.

III. The Requested Substitution

In light of realizing that it was misled by C Jones Trucking, on Jan. 28, 2013, my client requested via letter that the City allow AI-MD to substitute Powell for C. Jones, because Powell, a certified MBE (its certification was enclosed therewith and is also attached hereto), would do the subcontract work for the same price as C. Jones, thus keeping AI-MD's MBE participation percentage at or above 10%.

IV. Status of the Bids

AI-MD has not received any formal acceptance or rejection of its request to substitute Powell. As of Monday, April 8, the City has orally informed my client that it is rejecting AI-MD's Bid, and that it needs to file the instant protest letter.

As of the date hereof, AI-MD has not received a determination as to its request to approve AI-MD's request for the substitution of Powell.

V. Other Relevant Facts

AI-MD has been awarded, and is performing, City Contract No. TR 08046 (Rehabilitation of Broening Highway from Holabird Avenue to Colgate Creek), which joins the work covered by the instant Contract. The City will realize additional efficiency (cost and/or time savings) in the administration of the instant Contract if AI-MD is the general contractor for both projects.

VI. How AI-MD will be Harmed by Bid Rejection

If its Bid is rejected, AI-MD will be harmed by lost business revenue and profits, and it will miss another opportunity to serve the City with its efficient skills and extensive experience. AI-MD will essentially be punished for attempting to work with and understand the position of a certified MBE as to its status, whereas the City should encourage contractors to cooperate with certified MBEs.

VII. Relevant Documents

In support hereof, AI-MD encloses herewith a set of documents relevant to this dispute, which are marked as **Exhibits 2** through **5**. Those documents, which are true and accurate copies of their originals, are incorporated by reference as though more fully set forth herein.

Argument

I. AI-MD's Bid Should be Accepted

Pursuant to COMAR § 21.05.02.13, the City shall award the Contract to the lowest responsible and responsive bidder (or the bidder who has the most favorable evaluated bid price).

II. The City Should Allow AI-MD to Substitute Powell for C. Jones.

A. Substitution is Allowed as a Bid Modification or Amendment

COMAR allows for modifications of bid and/or amendment of the MBE participation schedule **after** bids are opened and before the contract is awarded. *See* COMAR §§ 21.05.02.10, 21.11.03.12. The substitution requested by AI-MD is akin to those sorts of corrective measures and should, therefore, be allowed.

Similar to COMAR § 21.11.03.12, immediately upon determining that C. Jones was ineligible as an MBE, AI-MD provided written notice to the Procurement Officer of its request for substitution. In so doing, AI-MD provided the information required under §21.11.03.12(C)(1)-(3)², namely: (1) the name of the substitute (Powell); (2) a description of the

² Subsection 4 of that regulation ("A full description of the bidder's or offeror's efforts to substitute another certified MBE subcontractor to perform the work that the unavailable or ineligible certified MBE subcontractor would have

work to be performed by it (the work previously assigned to C. Jones); and (3) the percentage of the Contract to be paid to the substitute (0.48%).

AI's reliance on C. Jones being a certified MBE was justified under all the circumstances. The alleged deficiency with the Bid occurred as an honest mistake, despite AI-MD's due diligence and best efforts. AI-MD discovered the allegedly "expired" status of C. Jones' MBE certification on the City's website. However, AI-MD relied in good faith upon the repeated representations of C. Jones that it had renewed its certification but that the City's website was inaccurate. AI-MD relied in good faith upon C. Jones' representations that it had encountered this issue before and that it had been resolved. Moreover, C. Jones' representations seemed credible in light of AI-MD's understanding that C. Jones was then serving on at least one City project as an MBE and that C. Jones had current MBE certification through MDOT. AI-MD's abundant good faith is evidenced also by its response to the City questioning the MBE certification of C. Jones; the undersigned's previous letter confirms AI-MD's good-faith reliance, and once AI-MD became satisfied that C. Jones had not proven it had renewed its certification, AI-MD immediately located a substitute subcontractor (Powell).

Unlike an amendment that is merely camouflage for a wholesale detour, the requested substitution is **merely swapping out one proposed subcontractor for another**. It is not affecting the overall MBE participation percentages, which in aggregate remain at 10%, nor is it affecting the overall Bid price, which is still the lowest of all submitted bids. No other bidder has complained to the City regarding this alleged deficiency. All of the foregoing facts show that there is no prejudice in allowing AI-MD to substitute Powell into its Bid.

Additionally, the City would realize greater efficiency in the administration of this Contract if it awards it to AI-MD because AI-MD is also the general contractor of Contract No. TR 08046. Having the same contractor on both projects would save duplicative efforts and would streamline the City's communication with the contractors on both projects and maximize the coordination between the projects, while minimizing the risk of delay.

B. AI-MD Should Have Opportunity to Cure Alleged Deficiency

COMAR § 21.05.02.12(A) allows for the City to either waive a deficiency or grant the bidder an opportunity to cure it, if the deficiency amounts to a technicality or minor irregularity, if it is in the State/City's advantage to do so.

Here, the only alleged deficiency is the inclusion of C. Jones, a subcontractor whose MBE certification had allegedly expired. The MBE participation percentage attributable to C. Jones was only 0.48% of the overall Bid price – a mere \$29,200.00 on a \$6,121,212.00 Contract. The proportion of C. Jones' proposed work to the overall Contract is, by definition, "minor." C. Jones' alleged ineligibility to serve as an MBE subcontractor on this project is caused by a technicality (a certification that allegedly expired about 10 months before the bids were opened).

performed") seems inapplicable to this case because, here, AI-MD was successful in finding a substitute subcontractor.

The proportion of C. Jones' proposed work to the overall Contract is, by definition, "minor." C. Jones' alleged ineligibility to serve as an MBE subcontractor on this project is caused by a technicality (a certification that allegedly expired about 10 months before the bids were opened). Further, C. Jones' allegedly lapsed MBE certification seems more "technical" in light of the apparent fact that C. Jones was still MBE-certified by the Maryland Department of Transportation ("MDOT") and was still performing one or more contracts on behalf of the City as an MBE.

AI-MD should be given an opportunity to cure the alleged deficiency because it has already proven that it can do so seamlessly. AI-MD's Jan. 29th request for substitution makes clear that Powell is an MBE-certified subcontractor that can perform the work previously assigned to C. Jones, at the same price – with no interruption on the project and without prejudice to any other bidder.

For the foregoing reasons, it is advantageous for the City to allow AI-MD to cure the alleged deficiency by substituting Powell into its Bid.

III. Alternatively, the City May Waive the Alleged Deficiency.

In the alternative, there exist at least two independent grounds for the City to waive the alleged deficiency.

First, COMAR § 21.05.02.12(A) allows for such a waiver upon a showing that the deficiency amounts to a technicality or minor irregularity (see *supra*).

Second, COMAR § 21.11.03.11 allows the City to waive the contract goal for each certified MBE classification, or to waive the overall MBE contract goal. The correspondence from AI-MD to the City, taken *in toto* with the contents of this letter, satisfy the requirements of § 21.11.03.11. The facts of this case reasonably demonstrate that the certified MBE goal was not obtained, due to an irregularity based not on AI-MD's conduct, but on the conduct of a recognized MBE, C. Jones – an irregularity that AI-MD subsequently has remedied. This waiver is in the City's best interest because the proposed substitution would allow the City to pay the lowest price for a responsive and responsible Contract that meets the 10% MBE goal.

[Requested relief appears on the following page]

Conclusion

For the foregoing reasons, AI-MD requests that the City take the following action:

1. Accept AI-MD's request for substitution of Powell's Trucking Company, Inc. for C. Jones Trucking, LLC in AI-MD's Bid;
2. Accept AI-MD's bid; and
3. Award the Contract to AI-MD.

Very truly yours,



Curtis C. Coon

w/permission ZJAC

CCC/zjac
Enclosures

cc: Richard W. Dungan, P.E.

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE-MD, INC.
Name of MBE or WBE: C. Jones Trucking

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 29,200.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

not cert x out not initialed

Subcontract percentage of total contract: 0.48 %

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

African American % Asian American ... %
Hispanic American % Native American.. %

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

[Signature] Date 12/12/12
Signature of Prime Contractor (REQUIRED)

[Signature] Date 11-28-12
Signature of MBE or WBE (REQUIRED)

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





00 40 00 SCHEDULE OF PRICES

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
101	LUMP SUM	MOBILIZATION Six Hundred FIFTY THOUSAND AT SEVEN HUNDRED TWENTY TWO LUMP SUM DOLLARS	650,722	00	650,722	00
102	LUMP SUM	MAINTENANCE OF TRAFFIC AT Eighty Thousand Dollars LUMP SUM	80,000	00	80,000	00
103	LUMP SUM	ENGINEER'S OFFICE NO. 2. AT FIFTY THOUSAND Dollars LUMP SUM	50,000	00	50,000	00
104	LUMP SUM	TEMPORARY BYPASS PUMPING AND FLOW DIVERSION AT PUMPING STATION AND CHARLOTTE AVE. JUNCTION CHAMBER AT Two Hundred FIFTY THOUSAND LUMP SUM DOLLARS	250,000	00	250,000	00
105	LUMP SUM	CONSTRUCTION STAKEOUT AT Twenty THOUSAND Dollars LUMP SUM	20,000	00	20,000	00
106	300	TEMPORARY CHAIN LINK FENCE AT TEN Dollars PER LINEAR FOOT	10	00	3000	00

EXHIBIT
2

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
107	500	CONTINGENT TEMPORARY ORANGE CONSTRUCTION FENCE AT <u>Four Dollars</u> PER LINEAR FOOT	4	00	2000	00

SCHEDULE OF PRICES

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ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
201	50	TEST PIT EXCAVATION AT <u>Two Hundred Dollars</u> PER CUBIC YARD	200	00	10,000	00
202	LUMP SUM	DEMOLITION OF EXISTING PIPING, VAULTS, WALLS, AND FOUNDATIONS AND MISCELLANEOUS WORK AROUND THE PUMPING STATION AT <u>Two Hundred Thousands Dollars</u> LUMP SUM	200,000	00	200,000	00
203	50	CONTINGENT REMOVAL AND DISPOSAL OF CONTAMINATED SOIL AT <u>One Hundred Dollars</u> PER TON	100	00	5,000	00
204	5	CONTINGENT PUMPING AND TREATMENT OF CONTAMINATED WATER AND LIQUID AT <u>One Thousand Dollars</u> PER 1000 GALLONS	1,000	00	5,000	00

SCHEDULE OF PRICES

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ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
301	800	CONTINGENT EXCAVATION FOR INCIDENTAL CONSTRUCTION BELOW SUBGRADE (CLASS 3) AT <u>Forty Dollars</u> PER CUBIC YARD	40	00	32,000	00
302	100	CONTINGENT STABILIZED FLOWABLE FILL AT <u>ONE HUNDRED TEN Dollars</u> PER CUBIC YARD	110	00	11,000	00
303	800	CONTINGENT SELECT BACKFILL USING CRUSHER RUN AGGREGATE CR-6 AT <u>FIFTY FIVE Dollars</u> PER CUBIC YARD	55	00	44,000	00
304	2140	CONTINGENT SELECT BACKFILL USING NO. 57 AGGREGATE AT <u>FIFTY Dollars</u> PER CUBIC YARD	50	00	107,000	00
305	6,000	CONTINGENT TRENCH BACKFILL USING AASHTO CLASSIFICATION A-2-4 SOIL AT <u>THIRTY FIVE Dollars</u> PER CUBIC YARD	35	00	210,000	00

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
401	500	CONTINGENT REINFORCING STEEL BARS - ANY SIZE AT <u>One Dollar</u> PER POUND	1	00	500	00
402	50	CONTINGENT CONCRETE - MIX NO. 3 AT <u>Five Hundred Fifty Dollars</u> PER CUBIC YARD	550	00	27,500	00
403	50	CONTINGENT CONCRETE - MIX NO. 1 AT <u>Four Hundred Dollars</u> PER CUBIC YARD	400	00	20,000	00

SCHEDULE OF PRICES

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ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
501	3,100	6-IN. SUB-BASE USING GRADED AGGREGATE BASE (GAB) AT <u>EIGHT DOLLARS</u> PER SQUARE YARD	8	00	24,800	00
502	330	9-IN. SUB-BASE, USING GRADED AGGREGATE BASE (GAB) AT <u>FIFTEEN DOLLARS</u> PER SQUARE YARD	15	00	4,950	00
503	220	HOT MIX ASPHALT SUPERPAVE BASE COURSE (PG64-22, LEVEL 2, 19.0 MM) AT <u>ONE HUNDRED DOLLARS</u> PER TON	100	00	22,000	00
504	240	HOT MIX ASPHALT SUPERPAVE SURFACE COURSE (PG76-22, LEVEL 2, 12.5 MM) AT <u>ONE HUNDRED TWENTY DOLLARS</u> PER TON	120	00	28,800	00
505	1,300	PORTLAND CEMENT REINFORCED CONCRETE PAVEMENT FOR TRENCH REPAIR - MIX NO. 6 AT <u>FOUR HUNDRED DOLLARS</u> PER CUBIC YARD	400	00	520,000	00
506	2700	GRINDING OF BITUMINOUS SURFACING MATERIAL - 2.0 INCHES DEPTH AT <u>FOUR DOLLARS</u> PER SQUARE YARD	4	00	10,800	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
601	400	CURB AND CURB & GUTTER REPLACEMENT - ALL TYPES AT <u>FIFTY DOLLARS</u> PER LINEAR FOOT	50	00	20,000	00
602	1,200	5-INCH CONCRETE SIDEWALK AT <u>TWELVE DOLLARS</u> PER SQUARE FOOT	12	00	14,400	00

SCHEDULE OF PRICES

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ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
701	LUMP SUM	EROSION AND SEDIMENT CONTROL AT SIXTY THOUSAND DOLLARS LUMP SUM	60,000	00	60,000	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
801	LUMP SUM	36-INCH PLUG VALVES AND VAULT AT <u>FIVE HUNDRED THOUSAND DOLLARS</u> LUMP SUM	500,000	00	500,000	00
802	LUMP SUM	30-INCH FLOW METER, ENTRY PORT, AND VAULT AT <u>ONE HUNDRED THOUSAND DOLLARS</u> LUMP SUM	100,000	00	100,000	00
803	LUMP SUM	GRAVITY SEWER JUNCTION CHAMBER AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	80,000	00	80,000	00
804	3,550	36-INCH DIP SANITARY SEWER FORCE MAIN AND FITTINGS <u>FIFTY</u> AT <u>FOUR HUNDRED SEVENTY DOLLARS</u> PER LINEAR FOOT	450 470	00	1,597,500 1,466,500	00
805	750	48-INCH RCP CLASS 4 SANITARY SEWER AT <u>FIVE HUNDRED TWENTY DOLLARS</u> PER LINEAR FOOT	520	00	390,000	00
806	57	STANDARD SANITARY MANHOLES AT <u>THIRTEEN HUNDRED DOLLARS</u> PER VERTICAL FOOT	1300	00	74,100	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

807	938	8-INCH DIP CLASS 54 WATER MAIN AT <u>One Hundred Forty Five Dollars</u> PER LINEAR FOOT	145 00	00	136,010 00
808	3	8-INCH VALVE AND ROADWAY BOX AT <u>SIX THOUSAND DOLLARS</u> PER EACH	6000 00	00	18,000 00
809	260	REPLACE AND RECONNECT WATER SERVICES - ALL SIZES AT <u>One Hundred Forty Dollars</u> PER LINEAR FOOT	140 00	00	36,400 00
810	100	BURIED ELECTRICAL CONDUIT, 2-INCH PVC SCH 80 AT <u>Twenty Two Dollars</u> PER LINEAR FOOT	22 00	00	2,200 00
811	LUMP SUM	ELECTRICAL WORK - PUMPING STATION AND VAULTS AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	50,000 00	00	50,000 00
812	168	48-INCH STEEL CASING PIPE - DIRECT BURIAL AT <u>Five Hundred Dollars</u> PER LINEAR FOOT	500 00	00	84,000 00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
813	92	BORE AND JACK 54-INCH STEEL CASING PIPE AT <u>SIXTEEN HUNDRED DOLLARS</u> PER LINEAR FOOT	1600	00	147,200	00
814	LUMP SUM	AIR RELEASE VALVE AND VAULT AT <u>FOURTY THOUSAND DOLLARS</u> LUMP SUM	40,000	00	40,000	00
815	LUMP SUM	REMOVE AND REPLACE PUMPING STATION INTERIOR DISCHARGE PIPING, AIR RELEASE VALVE, AND REPAIR FOUNDATION WALL AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	50,000	00	50,000	00
816	130	RELOCATE 3-INCH WATER SERVICE TO PUMPING STA. AT <u>SIXTY FIVE DOLLARS</u> PER LINEAR FOOT	65	00	8450	00
817	LUMP SUM	TEMPORARY RELOCATION AND REINSTALLATION OF EXTERIOR FANS AND DUCTS, CHAIN LINK FENCE AND RESTORE CONCRETE SLABS AND GRAVEL SURFACE AT <u>FIFTEEN THOUSAND DOLLARS</u> LUMP SUM	15,000	00	15,000	00
818	260	6-INCH SANITARY SEWER HOUSE CONNECTIONS AND INSERTA TEES IN 48-INCH SEWER AT <u>ONE HUNDRED SIXTY DOLLARS</u> PER LINEAR FOOT	160	00	41,600	00

SCHEDULE OF PRICES

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
819	LUMP SUM	CORROSION PROTECTION FOR DUCTILE IRON FORCE MAIN AND WATER MAINS AT <u>ONE HUNDRED FORTY THOUSAND DOLLARS</u> LUMP SUM	140,000	00	140,000	00
820	72	6-INCH DIP CLASS 54 WATER MAIN AT <u>ONE FORTY DOLLARS</u> PER LINEAR FOOT	140	00	10,080	00
821	20	30-INCH DIP SANITARY SEWER FORCE MAIN AND FITTINGS AT <u>TWO THOUSAND DOLLARS</u> PER LINEAR FOOT	2000	00	40,000	00
822	4	6-INCH VALVE AND ROADWAY BOX AT <u>ONE THOUSAND ONE HUNDRED DOLLARS</u> PER EACH	1100	00	4400	00
823	LUMP SUM	FORCE MAIN ENTRY PORT TEE AND VAULT AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	50,000	00	50,000	00

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
824	20	6-INCH SCHEDULE 40 PVC ROOF DRAIN AT <u>NINETY DOLLARS</u> PER LINEAR FOOT	90	00	1800	00
TOTAL BID		IN WRITTEN WORDS (USING THE FOLLOWING ITEMS) 101-107, 201-204, 301-305, 401-403, 501-506, 601-602, 701, 801-824			6,121,212	00
		Six Million One Hundred Twenty One Thousand Two Hundred Twelve Dollars				

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD, INC
Name of MBE or WBE: Psyche Recycling & Hauling Inc

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 183,700.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 3.00 %

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

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

[Signature] _____ 12/12/12
Signature of Prime Contractor (REQUIRED) Date

Babun Bay _____ 12/11/2012
Signature of MBE or WBE (REQUIRED) Date

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

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD INC
Name of MBE or WBE: G.E. FRISCO COMPANY, INC

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

Supplier

Materials/Supplies to be furnished by MBE or WBE:

CONSTRUCTION MATERIAL SUPPLIES

Subcontract Amount: \$ 153,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 2.50 %

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

African American % Asian American ... 1 %
Hispanic American ... % Native American.. %

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

[Signature] _____ 12/12/12
Signature of Prime Contractor (REQUIRED) Date

[Signature] _____ 12/11/12
Signature of MBE or WBE (REQUIRED) Date

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

MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 10% and the WBE goal of 3% for the contract shown at the top of this page. Contractor has achieved the following participation:

MBE-\$ 612,200.00 or 10% and WBE-\$ 193,700.00 or 3% of the total contract amount which is \$ 6,121,212.00

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

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

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

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

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

American Infrastructure MD, Inc. Contractor Company Name Richard W. Dungan Signature

P.O. Box 278, Fallston, MD 21047 Address Richard W. Dungan VP/GM Print Name and Title

Sworn and subscribed before me this 12th day of December in the year 2012.

JANENE BUCHLER
Notary Public-Maryland
Harford County
My Commission Expires
March 11, 2015

Janene Buchler
Notary Public

B-6

C. BALTIMORE APPRENTICESHIP TRAINING PROGRAM

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

BID FORM

Contracting Agency DPW - BUREAU OF WATER AND WASTEWATER

Contract (Project Title) DUNDALK WASTEWATER PUMPING STATION FORCE MAIN
REPLACEMENT

Scheduled Bid Due Date December 13th 2012

THIS APPRENTICE TRAINEE FORM IS DUE WITH THE BID.

FOR MORE INFORMATION ABOUT THIS FORM OR ASSISTANCE, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
100 N. Holliday Street, Rm. 101
Baltimore, MD 21202
(410) 396-4355
Shirley A. Williams, Chief

MWBOO (12/00)

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND
THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

PART I.

The City of Baltimore has established an Apprenticeship Trainee Program which requires all bidders on City Construction Projects costing \$1,000,000.00 dollars or more to participate in an Apprenticeship/OJT Training Program certified by the State of Maryland.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeymen who, in the natural course of events will leave the workforce.

The bidder, shall commit to use its best efforts to meet the BATP requirements set forth in these contract documents. If awarded this contract, the bidder shall notify each firm with which the bidder proposes to contract, of the BATP requirements and make these requirements a material part of the subcontract where appropriate.

The bidder hereby designates:

NAME NATHAN Brenneman
TITLE HR/Safety Director
PHONE # 410-879-3055

as the person who has been charged by the bidder with the responsibility for carrying out and reporting the bidders compliance with this program.

Page 2

1. The Bidder shall use its best efforts to comply with the BAT Program requirements set forth in these contract documents. Failure to implement and carry out the BAT Program requirements set forth in these contract documents shall be a material breach of this contract and grounds for termination of the contract.

2. The contractor shall prepare and submit to the contracting agency a plan for apprentice participation together with the construction schedule. The agency engineer shall designate the number of trainees and hours to be utilized and the area in which the trainees are to be required.

A. The draft construction schedule submitted to the contracting agency shall include a copy of the state certified apprentice/ojt program in which the bidder is participating, required labor resources by trade in order to determine the availability of apprentice opportunities, and a trade breakdown of anticipated participation by apprentices. The construction schedule and any updates shall include the apprentice participation by trade.

B. Apprentice participation shall be distributed throughout each technical discipline or trade designated by the engineer.

C. The contracting agency will review and approve the apprenticeship participation plan and forward a copy of the approved plan to MWBOO.

D. Goals for trainees will be based on the contractor's current utilization (Exhibit I in the contract document) and the availability of minorities and females in specified trade areas as indicated in the publication of the Maryland Department of Labor, Licensing and Regulation, Office of Labor Market Analysis and Information.

E. The specific efforts proposed to be undertaken by the contractor or its subcontractors if additional efforts are required to implement the BAT Program.

F. With each progress payment request, the contractor shall submit a BAT Program Report (AA2A) and a written projection for the following month of Apprentice hourly participation by trade.

G. The BAT Program participation plans shall apply to all change orders and extra work orders.

H. Requests for modifications or amendments of the contractors must be submitted to the contracting agency with copies to MWBOO.

The contractor will receive a written response to the request.

PART II. AFFIDAVIT

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.
2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.
3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.
4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.
5. The bidder agrees to submit all forms as required in Part I& III of this document.

American Infrastructure-MD, Inc.
Name of Bidder

Dundalk Wastewater Pumping
Station & Force Main Replacement
Name of Project Contract

By Richard W. Dungen

Title VP/GM

Date 12/12/12

I hereby certify that on this 12th day of December 2012, before me the subscriber, a Notary Public of the State of MARYLAND, in and for HARFORD City or County, personally appeared Richard W. Dungan who acknowledged himself-herself to be the (title) Vice President/General Manager of (company) American Infrastructure-MD, Inc. and being duly authorized, executed the foregoing affidavit for the purposes and uses therein contained.

Janene Buchler
 Signature of Notary Public

3/11/15
 My Appointment Expires

(SEAL)
 JANENE BUCHLER
 Notary Public-Maryland
 Harford County
 My Commission Expires
 March 11, 2015

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

INSTRUCTIONS

Part III

I. Advertisement for Construction Bids (Contracting Agency)

All bid advertisements for construction projects where the cost is estimated to be \$1,000,000.00 or more shall include the following language:

"The City of Baltimore has established an apprentice participation program requirement for this contract."

II. Bid Documents

All bid documents where the cost of the bid is estimated to be \$1,000,000.00 or more shall include the BATP BID FORM unless otherwise determined by the agency engineer.

The BATP Bid Form Must Be Submitted With The Bid.

III. Pre-Bid Conference

If there is a pre-bid conference, an MWBOO Compliance Representative shall be present to discuss the BAT Program.

IV. The following forms must be submitted as indicated.

A. The Plan for the Apprenticeship Participation must be completed and submitted for each area of training as designated by the agency engineer before the notice to proceed is issued.

B. The Maryland Apprenticeship Agreement forms must be submitted with each Progress Payment request to the contracting agency or as new trainees are hired.

C. With each progress payment request, the prime contractor must submit the MWBOO AA2 and AA2A to the contracting agency.

D. If an apprentice is terminated, the contracting agency shall be informed within 10 working days. A new Apprenticeship Agreement form on the replacement trainee should be attached.

E. MWBOO forms AA1 and 1A shall be submitted semi-annually on June 30th and December 31st of each year to the contracting agency.

ATTACHMENT

V. Penalties and Sanctions

A. A determination by the Board of Estimates after recommendation by the Minority and Women's Business Opportunity Office (MWBOO) that the contractor has failed to comply with any portion of the BATP rules as herein provided and described, or its approved apprenticeship plan, shall subject the offending party to any or all of the following:

1. suspension of contract;
2. withholding of funds;
3. rescission of contract based upon a material breach of contract;
4. disqualification of a bidder, contractor for a period of not to exceed two years;
5. payment of liquidated damages.

B. Violation; disqualification. It is a violation of this program to:

1. Willfully falsify, conceal or cover up by a trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations or make use of any false, fictitious or fraudulent statement or entry.
2. Willfully obstruct, impede, or attempt to obstruct or impede any authorized official or employee who is investigating the validity of any activity under the BATP.

BALTIMORE APPRENTICE TRAINEE PROGRAM TRAINEE REVIEW PROJECT NUMBER: SANITARY CONTRACT NO. 889

DATE: _____

PROJECT NAME: DUNDALK WASTEWATER PUMPING STATION FORCE MAIN REPLACEMENT

CONTRACTOR: _____

TRAINEE'S SUPERVISOR: _____

CONTRACTOR'S EEO OFFICER: _____

Name	Race	Classification	Rqd. Prog. Hrs.	Actual Training for the Month	Actual Training Hours to Date	Min. Rate	Prct. Rate	Jrnymn. Rate
1. _____	_____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____	_____	_____	_____

Signed: _____ Date: _____
 To Be Submitted With Each
 Payout Request by the Subcontractor
 to the Prime Contractor

CITY OF BALTIMORE

SEMI ANNUAL TRAINEE REPORT

ADMINISTRATION CENTER		PERIOD ENDING										LEGEND		AA - AMERICAN INDIAN		AA - ASIAN AMERICAN						
LINE NO	TRAINING CLASSIFICATION A	NUMBER RECEIVING TRAINING DURING REPORT PERIOD B					NUMBER STARTING TRAINING DURING REPORT PERIOD C					NUMBER COMPLETING TRAINING DURING REPORT PERIOD D					TOTAL HRS OF TRAINING DURING PERIOD					
		TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA		AI	HA	O	TOT	
03	EQUIPMENT OPERATOR																					
04	MECHANICS																					
05	TRUCK DRIVERS																					
06	IRON WORKERS																					
07	CARPENTERS																					
08	CEMENT MASONS																					
09	ELECTRICIANS																					
10	PIPEFITTERS																					
11	PAINTERS																					
12	OTHER SKILLS																					
13	TOTAL																					
14		NUMBER OF FEMALES RECEIVING TRAINING					NUMBER OF FEMALES STARTING TRAINING					NUMBER OF FEMALES COMPLETING TRAINING										
	NUMBER OF NEW HIRES RECEIVING TRAINING						NUMBER IN PRENTICESHIP TRAINING					NUMBER OF TERMINATIONS PRIOR TO COMPLETION OF TRAINING										
	NUMBER OF UPGRADES RECEIVING TRAINING						NUMBER IN OTHER JOB TRAINING					NUMBER OF PROJECTS UNDER WAY DURING REPORTING PERIOD AND CONTAINING TRAINING SPECIAL PROVISIONS										
COMMENTS:																						
REPORT PREPARED BY (SIGNATURE) AND TITLE OF CITY OFFICIAL															DATE			AAI				

BALTIMORE APPRENTICE TRAINEE PROGRAM CONTRACTOR'S SEMIANNUAL TRAINEE REPORT	PROJECT NO SANITARY CONTRACT NO. 889
	PROJECT NAME: DUNDALK WASTEWATER PUMPING STATION FORCE MAIN REPLACEMENT

INSTRUCTIONS - This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractor under it) who has received training during the reporting period under the training special provisions (a part of the contract proposal). The report is to be submitted by the 10th of the month following the reporting period (July 10, and January 10). The original of this report is to be furnished to the trainer and two copies submitted to the City of Baltimore

1. NAME OF CONTRACTOR		1.A. ADDRESS
NAME OF SUBCONTRACTOR (IF APPLICABLE)		
2. NAME OF TRAINEE	2A. SEX (check one) _____ M _____ F	2.B. ADDRESS
3. AGE OF TRAINEE	4. SOCIAL SECURITY NO.	5. EMPLOYEE STATUS (check one) _____ NEW HIRE _____ UP-GRADE

6. ETHNIC GROUP DESIGNATION (check one)
 Black _____ Hispanic _____ American _____ Asian _____ White _____
 American _____ Indian _____ American _____

7. SUMMARY OF PREVIOUS TRAINING (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS)

8. JOB CLASSIFICATION OF TRAINEE	9. DATE TRAINING STARTED ON THIS CONTRACT	10. TYPE OF ON THE JOB TRAINING (Check one) _____ Apprenticeship _____ other
----------------------------------	---	---

REPORTING PERIODS

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 30, as applicable in

HOURS OF TRAINING DATA								
11. PROVIDED DURING REPORT PERIOD								
12. PROVIDED TO DATE								
13. REMAINING TO COMPLETE THE APPROVED PROGRAM								
14. TERMINATION (IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)								
15 REPORT PREPARED BY (SIGNATURE AND TITLE OF CONTRACTOR'S REPRESENTATIVE)							16 DATE	
17 REPORT REVIEWED BY (SIGNATURE AND TITLE OF CITY OF BALTIMORE OFFICIAL)							18 DATE	

MWBOO (1A)

C. BALTIMORE CITY'S YOUTHWORKS

TO: Mayor's Office of Employment Development ("MOED")

FROM: AMERICAN Infrastructure-MD, Inc.
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid Bidder hereby presents MOED with the following information to assist its outreach efforts for the Baltimore City YouthWorks Program:

Contact Person: Nathan BrennemanAddress: P.O. Box 278
Fallston, MD 21047Telephone Number: 410-879-3055Facsimile Number: 410-893-2695E-mail address: nathan.brenneman@americaninfrastructure.com

E. Baltimore City Employ Baltimore Program



EMPLOY BALTIMORE

Employ Baltimore is designed to create opportunities for businesses that receive municipal contracts to access qualified City residents to meet their workforce needs. The initiative will also ensure that City dollars contribute to the local economy and improve the lives of employable Baltimoreans.

Employ Baltimore meets the business development need by helping employers save time and money in the recruitment process. This service also offers businesses customized training resources that build worker pipelines for hard-to-fill job vacancies, and provides easy access to tax credit programs that support investments in the City's growth. Every year, hundreds of area employers utilize the Mayor's Office of Employment Development's resources to assist their expansion efforts. We look forward to serving you also.

Employ Baltimore

Requirements

1. Complete the *Employ Baltimore* "Certification Statement" contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.
3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.
4. Complete the "Employment Reports" as required on June 30th and December 31st during each year of the contract and at contract completion. Submit "Employment Reports" to:

Employ Baltimore
Mayor's Office of Employment
Development
3001 E. Madison Street
Baltimore, Maryland 21205
- or -
employbaltimore@oedworks.com

The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts for \$300,000.00 or more that fully participate in the *Employ Baltimore* program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

To Schedule Your Meeting with MOED Please Contact:

Rosalind Howard or Susan Tagliarino
Employ Baltimore
Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-884-3014 • Fax 410-381-8648
rhoward@oedworks.com stagiaferro@oedworks.com
-or-
employbaltimore@oedworks.com

Employ Baltimore
CERTIFICATION STATEMENT

Contracting City Agency	Bid Number	Bid Due Date
DPW	889	12/15/12 ¹² RWD

To promote the commitment to utilize ***Employ Baltimore*** to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$49,999.00 or less.

Additionally, companies awarded construction contracts of \$ 300,000 or more that fully participate in the ***Employ Baltimore*** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

CERTIFICATION STATEMENT

As a representative of American Infrastructure MD, Inc. (NAME OF COMPANY), I Richard W. Dungan, VP/GM (PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30th and December 31st identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: Richard W. Dungan Telephone: 410-879-3055

Company Address P.O. Box 278, Fallston MD 21047 Email: RICH.DUNGAN@AmericanInfrastructure.com

Send to: Rosalind Howard or Susan Tagliaterra
Employ Baltimore/ Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-884-3014 • Fax 410-361-9648

**Employ Baltimore
EMPLOYMENT REPORT**

Contracting City Agency	Bid/Contract Number & Name
Contract Start Date	Contract End Date

To promote the commitment to utilize the *Employ Baltimore Executive Order* and to meet workforce needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid package. Under this Executive Order, contract awardees will complete and submit this Employment Report on June 30th and December 31st during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

Employ Baltimore
Mayor's Office of Employment Development
3001 E. Madison Street
Baltimore, Maryland 21205

- or email -

employbaltimore@oedworks.com

The Employment Report below is hereby submitted by the undersigned for the period:
(please check one)

_____ December 31, 20____ June 30, 20____ End of Contract- Date _____

No. of total workers on payroll for this contract	
No. of Baltimore City residents on payroll for this contract	
No. of new positions filled by Baltimore City residents	

Name: _____ Signature: _____

Title: _____ Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

AMERICAN INFRASTRUCTURE MD. INC. D/B/A AMERICAN INFRASTRUCTURE

as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as Surety, are hereby held and firmly bound unto the Mayor and City Council of Baltimore as Owner, in the amount of at least Two Percent (2%) of the Total Bid submitted for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. Signed this 5th day of December, 2012.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Board of Estimates of the Mayor and City Council of Baltimore a certain Bid, attached hereto, and hereby made a part hereof to enter into a Contract, in writing,

for SANITARY CONTRACT NO. 889 DUNDALK WASTEWATER PUMPING

STATION FORCE MAIN REPLACEMENT

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached here to (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their Hand and Seals, and such of them as are Corporation have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

ATTEST:

PRINCIPAL

[Signature]

AMERICAN INFRASTRUCTURE-MD, INC. D/B/A
AMERICAN INFRASTRUCTURE

[Signature]

Richard W. Dorgan VP/GM
(SEAL)

WITNESS

Witness:

[Signature]
Michelle G. Higgins, Bond Administrator

SURETY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Signature]
Christine A. Dunn, (SEAL)
Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, David A. JOHNSON, Christine A. DUNN, Denise M. BRUNO, Julia R. BURNET, Kimberly G. RIVELY, Michelle G. HIGGINS and Joyce M. HOFFMAN**, all of **King of Prussia, Pennsylvania**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of July, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Gerald F. Haley*
Assistant Secretary
Gerald F. Haley

Geoffrey Delisio
Vice President
Geoffrey Delisio

State of Maryland
City of Baltimore

On this 20th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



12/12/2012

10:21

1225205

Dundalk WWPS Forcemain

*** Estimating Conference Room

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1010	MOBILIZATION	1.000	LS	650,722.00	650,722.00
1020	MOT	1.000	LS	80,000.00	80,000.00
1030	ENGINEERS OFFICE NO 2	1.000	LS	50,000.00	50,000.00
1040	TEMP BYPASS PUMPING @ PS & CHARLOTTE A	1.000	LS	250,000.00	250,000.00
1050	CONSTRUCTION STAKEOUT	1.000	LS	20,000.00	20,000.00
1060	TEMP CHAIN LINK FENCE	300.000	LF	10.00	3,000.00
1070	*C TEMP ORANGE CONST FENCE	500.000	LF	4.00	2,000.00
2010	TEST PIT EXCAVATION	50.000	CY	200.00	10,000.00
2020	DEMO EX PIPE/VAULT/WALLS AND FOUNDATI	1.000	LS	200,000.00	200,000.00
2030	*C REM/DISP CONTAMINATED SOIL	50.000	TN	100.00	5,000.00
2040	*C PUMP/TREAT CONTAMINATED LIQUID	5.000	MG	1,000.00	5,000.00
3010	*C CLASS 3 EXCAVATION	800.000	CY	40.00	32,000.00
3020	*C FLOWABLE FILL	100.000	CY	110.00	11,000.00
3030	*C SELECT BACKFILL W/ CR-6	800.000	CY	55.00	44,000.00
3040	*C SELECT BACKFILL W/ #57 STONE	2,140.000	CY	50.00	107,000.00
3050	*C TRENCH BACKFILL W/ SOIL	6,000.000	CY	35.00	210,000.00
4010	*C REINFORCING STEEL	500.000	LB	1.00	500.00
4020	*C MIX 3 CONCRETE	50.000	CY	550.00	27,500.00
4030	*C MIX 1 CONCRETE	50.000	CY	400.00	20,000.00
5010	6" GAB SUB-BASE	3,100.000	SY	8.00	24,800.00
5020	9" GAB SUB-BASE	330.000	SY	15.00	4,950.00
5030	19MM BASE 64-22L2	220.000	TN	100.00	22,000.00
5040	12.5MM SURFACE 76-22L2	240.000	TN	120.00	28,800.00
5050	REINFORCED PCCP MIX 6	1,300.000	CY	400.00	520,000.00
5060	2" GRINDING	2,700.000	SY	4.00	10,800.00
6010	CURB & GUTTER (ALL TYPES)	400.000	LF	50.00	20,000.00
6020	5" CONCRETE SIDEWALK	1,200.000	SF	12.00	14,400.00
7010	E&S CONTROLS	1.000	LS	60,000.00	60,000.00
8010	36" PLUG VALVE & VAULT	1.000	LS	500,000.00	500,000.00
8020	30" FLOW METER PORT & VAULT	1.000	LS	100,000.00	100,000.00
8030	GRAVITY SEWER JC	1.000	LS	80,000.00	80,000.00
8040	36" DIP FM & FITTINGS	3,550.000	LF	470.00	1,668,500.00
8050	48" RCP CL4 SEWER	750.000	LF	520.00	390,000.00
8060	SANITARY MANHOLES	57.000	VF	1,300.00	74,100.00
8070	8" DIP CL54 WATER MAIN	938.000	LF	145.00	136,010.00
8080	8" VALVE & RW BOX	3.000	EA	6,000.00	18,000.00
8090	REPL/CONNECT WATER SVC (ALL SIZE)	260.000	LF	140.00	36,400.00
8100	BURIED ELEC CONDUIT 2" PVC SCH80	100.000	LF	22.00	2,200.00
8110	PS & VAULT ELECTRIC	1.000	LS	50,000.00	50,000.00
8120	48" STEEL CASING OPEN CUT	168.000	LF	500.00	84,000.00
8130	54" STEEL CASING JACK & BORE	92.000	LF	1,600.00	147,200.00
8140	ARV & VAULT	1.000	LS	40,000.00	40,000.00
8150	REM/REPL PS INTERIOR DISCHARGE PIPE VAL	1.000	LS	50,000.00	50,000.00
8160	RELOCATE 3" WATER TO PS	130.000	LF	65.00	8,450.00
8170	TEMP RELOCATION FANS DUCTS FENCE & RES	1.000	LS	15,000.00	15,000.00
8180	6" SANITARY SHC IN 48" SEWER	260.000	LF	160.00	41,600.00
8190	CORROSION PROTECTION FOR DIP FM & WATE	1.000	LS	140,000.00	140,000.00
8200	6" DIP CL54 WATER MAIN	72.000	LF	140.00	10,080.00
8210	30" DIP FM & FITTINGS	20.000	LF	2,000.00	40,000.00
8220	6" VALVE & RW BOX	4.000	EA	1,100.00	4,400.00
8230	FM ENTRY PORT TEE & VAULT	1.000	LS	50,000.00	50,000.00
8240	6" PVC SCH40 ROOF DRAIN	20.000	LF	90.00	1,800.00

12/12/2012 10:21
1225205 Dundalk WWPS Forcemain
*** Estimating Conference Room

BID TOTALS

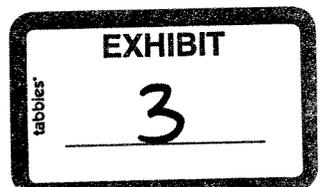
<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
		Bid Total	=====>		\$6,121,212.00



CITY OF BALTIMORE
DEPARTMENT OF LAW
MINORITY AND WOMEN'S
BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
<i>C Jones Trucking, Llc--(MBE)--African American</i>		
Address: 823 A Old Philadelphia Road Aberdeen, Md 21001-	07-004860	
Title: Mr. N. Reggie Anderson E-Mail: randerson@cjonestrucking.net		
Phone: Phone: (410)272-8611 Fax: (410)630-5555 Fax: (410)630-5555		
Certified Date: May 13 2009		
Expiration Date: Feb 16 2012		
Extension Date: Nov 9 2011		
Services: LOCAL TRUCKING; SUPPLY STONE, SAND AND GRAVEL; CONSTRUCTION/PROJECT MANAGEMENT		





COON & COLE, LLC
ATTORNEYS AT LAW
126 So. WASHINGTON STREET
Havre de Grace, MARYLAND 21078

CURTIS C. COON*, P.C.
Direct Dial: 410-630-4425
ccocon@ccclaw.net

Telephone (410) 244-8800
Facsimile (410) 825-5941

KATHERINE EARLS BUKOWSKY
COLIN J. CASLER
ZACHARY J. A. COON
CARA HERMAN

DAVID H. COLE, P.C.

* Admitted in MD and DC

January 22, 2013

Department of Public Works
Contract Administration
Room 1105
200 N. Holiday Street
Baltimore, Maryland 21202
ATTN: Tara Macer

URGENT MATTER

Comptroller, City of Baltimore
Suite 204
100 N. Holiday Street
Baltimore, Maryland 21202
ATTN: Denise Lewis

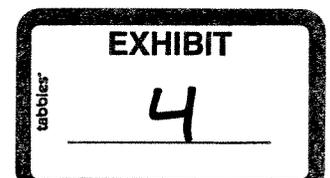
Also transmitted via email to: tara.macer@baltimorecity.gov

Re: Bid determination of award
Sanitary Contract # 889
Dundalk Waste Water Pumping Station Forced Main Replacement

Dear Ms Macer and Ms Lewis:

My client, American Infrastructure – MD, Inc. which is the apparent low bidder on the above open bid, has received word that one of its nominated MBE participants, C. Jones Trucking, LLC is being questioned as to their current status as a qualified MBE.

This letter is written to encourage the City to review the record of C. Jones Trucking, LLC, as a qualified, currently eligible MBE entity. C. Jones Trucking, LLC MBE (African American) represents to my client a Certification Number of 07-004860. There appears to be information on the City's website indicating that this MBE is expired. However, Reggie Anderson, Owner of C. Jones Trucking, LLC has assured my client that it has had this problem previously, in that the City, due to clerical problems, has not updated its records. In fact, my client has been told that



C. Jones has experienced previous false expiration status reports, which have been reversed upon closer inspection (one contract related was with Kinsley Construction).

Therefore, my client requests that the City not act precipitously, and that the City please review its paper file and any other resources as to the currency of the certification of C. Jones, LLC. My client believes that once this exercise has been undertaken, it will be abundantly clear that a valid MBE certification exists, and the issue will be put to rest.

Be advised my client has also requested Mr. Anderson to provide his copy of his current MBE paper certification, and we are going to forward this to you as soon as we have received the same.

If you have any questions or desire further information on this matter, please do not hesitate to call myself or my client directly,

Thank you.

Very truly yours,



Curtis C. Coon

CCC

cc: Richard Dungan, Vice President and General Manager, American Infrastructure-MD, Inc.



Contract #889 - Dundalk Waste Water Pumping Station - Request for Substitution of MBE

Rich Dungan to: tameka.holness, tara.macer, thomas.cory,
denise.lewis

01/28/2013 04:19 PM

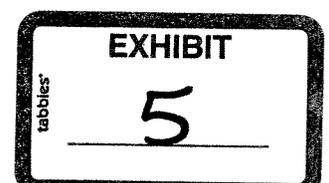
cc: "Lorenzo Bellamy", Barrett Tucker

Original to follow via federal express overnight.



Contract 889 - Request for Substitution 1-28-13.PDF

Thank you,
Richard W. Dungan, P.E.
Vice President/General Manager
American Infrastructure





2011 Belair Rd, Fallston, MD 21047

"Better, Faster, Safe"

January 29, 2013

Via Email and Fedex Overnight

Ms. Tameka Holness
City of Baltimore
Compliance, Contract Administration
Department of Public Works
Room 1105
200 N. Holiday Street
Baltimore, MD 21202

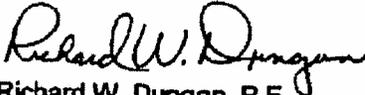
Re: Dundalk Wastewater Pumping Station Force Main Replacement
Sanitary Contract No. 889
Bid Date: December 12, 2012
MBE/WBE Statement of Intent Substitution - C. Jones Trucking, LLC

Dear Ms. Holness:

On December 12, 2012 American Infrastructure (AI) submitted C. Jones Trucking, LLC for \$29,200 or 0.48% of the MBE Goal on the above reference Project. AI hereby requests a substitution of the minority vendor C. Jones Trucking, LLC with Powell's Trucking Company, Inc. (Cert#09-005337 copy attached) for the amount of \$29,200 or 0.48%. This substitution of the minority vendor to our proposal is to ensure that our proposal meets the requirements of the Minority Business Enterprises Participation Goals set forth in the above referenced Project.

This substitution of minority vendor in no way alters our technical or financial proposal in response to this solicitation and is a mere substitution of a minority vendor. AI is committed to meeting or exceeding the MBE requirements. Should you need anything further in regards to this substitution please don't hesitate to contact me in my office at (410) 776-2015.

Sincerely,


Richard W. Dungan, P.E.
Vice President/General Manager

cc: Thomas Corey, Minority and Women's Business Opportunity Office
City of Baltimore, Department of Public Works – Tara Macer
(tara.macer@baltimorecity.gov)
City of Baltimore, Comptroller, City of Baltimore – Denise Lewis
Lorenzo Bellamy, Alexander Cleaver

Enclosure(s) 1

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD, INC.
Name of MBE or WBE: POWELL'S TRUCKING CO. INC.

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

DUMP TRUCK HAULING

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 29,200.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.48 %

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

African American % Asian American ... %

Hispanic American % Native American.. %

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

[Signature]
Signature of Prime Contractor (REQUIRED)

12/12/12
Date

[Signature]
Signature of MBE or WBE (REQUIRED)

12/12/12
Date

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

CITY OF BALTIMORE
DEPARTMENT OF LAW
MINORITY AND WOMEN'S
BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Powell's Trucking Company, Inc.--(MBE)--African American		
Address: 612 W. Patapsco Avenue Baltimore, Md 21225-	09-005337	
Title: Mr. Michael Powell, Sr. E-Mail: powellstrucking@msn.com		
Phone: Phone: (410)732-3867 Fax: (410)496-1443 Fax: (410)496-1443		
Certified Date: Nov 30 2011		
Expiration Date: Nov 29 2013		
Extension Date:		
Services: DUMP TRUCK HAULING, SNOW REMOVAL		

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

1. INTERSTATE TRUCK EQUIPMENT

INC.	\$0.00	Extension
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Solicitation No. 06000 - OEM Parts & Service for Seagrave Fire Apparatus - Department of General Services, Fleet Management - P.O. No. P502097

On April 30, 2008, the Board approved the initial award in the amount of \$114,000.00. The award contained three 1-year renewal options. The final renewal was approved by the Board on February 15, 2012. A four-month extension is requested. This three month extension will allow time to execute a new contract. This extension is for the period May 1, 2013 through August 31, 2013.

MWBOO GRANTED A WAIVER.

2. FRANK QUINN COMPANY

	\$ 0.00	Renewal
--	---------	---------

Solicitation No. 08000 - O.E.M. Parts and Service for Quinn Generators & Electrical Equipment - Department of General Services, Fleet Management Division - P.O. No. P508427

On May 20, 2009, the Board approved the initial award in the amount of \$100,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. This renewal is for the period May 20, 2013 through May 19, 2014, with no renewal options remaining.

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.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases - cont'd

3. <u>FIRST CALL</u>		
THE AUTO BARN, INC.	\$ 0.00	
<u>SECOND CALL</u>		
TED'S TOWING SERVICE,	0.00	
INC.	<u>\$ 0.00</u>	Renewal

Solicitation No. B50001009 - Towing and Road Service for Heavy Equipment & Trucks - Department of General Services - P.O. Nos. P508492, P508493

On May 27, 2009, the Board approved the initial award in the amount of \$1,000,000.00. Subsequent actions were approved. This is the final renewal option for the period May 21, 2013 through May 20, 2014.

MWBOO SET GOALS OF 5% FOR MBE AND 0% FOR WBE.

Ted's Towing Service received no work during this period.

MWBOO FOUND VENDORS IN COMPLIANCE.

4. <u>FREE STATE REPORTING</u>	\$ 67,000.00	Increase
Solicitation No. B50002108 - Court Reporting - Liquor Board, Police, ERS/FPERS, etc. - P.O. No. - P518180		

On September 7, 2011, the Board approved the initial award in the amount of \$22,464.00. On October 3, 2012, the Board approved a renewal in the amount of \$44,928.00. The increase in the amount of \$67,000.00 is needed to accommodate agency usage that was previously processed using Expenditure Authorizations. The Bureau of Purchases will use the remaining time to evaluate ongoing City-wide usage in order to develop a formal solicitation for the City's future needs. This increase in the amount of \$67,000.00 will make the total contract award \$134,392.00. The period of the increase is effective upon Board approval through October 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 - cont'd

5. SHERWIN WILLIAMS CO.,	\$200,000.00	
D/B/A DURON		
THE MCCORMICK PAINT	50,000.00	
WORKS CO.		
	<u>\$250,000.00</u>	Multiple Awards

Maryland State Contract Nos. 001B1400610 and 001B1400611 - Paint & Chemical Coating - Agencies Various - P.O. Nos. P517162, P517163

City agencies have standardized several of its painting requirements on particular paint products from the above listed vendors. The State of Maryland competitively bid and awarded a statewide contract for paint and chemical coatings to these vendors. The period of the multiple awards is May 1, 2013 through April 30, 2014.

6. <u>FIRST CALL</u>		
P & J CONTRACTING	\$3,000,000.00	
CO., INC.		
<u>SECOND CALL</u>		
K & K ADAMS, INC.	0.00	
	<u>\$3,000,000.00</u>	Renewal

Solicitation No. B50001351 - Baltimore City Building Demolition - Department of Housing and Community Development, etc. - P.O. P513966, P513967

On June 16, 2010, the Board approved the initial award in the amount of \$15,000,000.00. This is the first renewal in the amount of \$3,000,000.00. The period of the renewal is July 10, 2013 through July 9, 2014 with one 1-year renewal option remaining.

MWBOO SET GOALS OF 27% FOR MBE AND 10% WBE.

P & J Contracting Co., Inc.

MBE: Phipps Construction Contracting	11.60%
RBJ Contracting Company	<u>2.83%</u>
	14.43%

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases - cont'd

WBE: Cleo Enterprises, Inc.		4.60%
D & O Contracting, Inc.		<u>0%</u>
		4.60%

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The recommendation for increase is made on the condition that P & J Contracting Company, Inc. comes into compliance within ten days of the Board approval.

K & K Adams, Inc.

MBE: Dease Concrete Services		12.03%
Ball & Breckenridge		<u>26.69%</u>
		38.72%

WBE: Fallsway Construction		6.57%
-----------------------------------	--	-------

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTESTS WAS RECEIVED FROM K&K ADAMS, INC. AND 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.

Kim A. Trueheart

April 23, 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 a lack of vision, poor fiscal planning and management and failure to capitalize on strategic investment opportunities in our youth by the Mayor of Baltimore City and the MWBOO staff.

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 75, Bureau of Purchases, INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS:
 - i. Before Board consideration, this item should be moved to the non-routine agenda;
 - ii. In accordance with the MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, § 28-87.(b)(1) the Office and the contracting agency **must submit written findings and recommendations** to the Board of Estimates.
 1. This action does NOT include any written findings.
 - iii. If the findings regarding noncompliance warrant Board action, in accordance with the MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, § 28-87.(b)(2) (2) The Board of Estimates may impose sanctions in accordance with Part XI of this subtitle.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by this abusive contractor that has failed to disseminate approximately \$6.6M to local women and minority sub-contractors who will more than likely employ members of my underserved community who desperately need living wage jobs.
4. The remedy I seek and respectfully request is that this action be moved to the non-routine agenda and sanctions be imposed by the Board.

Email: ktrueheart@whatfits.net

5519 Belleville Ave
Baltimore, MD 21207

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on April 24, 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



K & K ADAMS, INC.

2901 Druid Park Drive, Suite 207
Baltimore, Maryland 21215
(410) 523-0857 - (410) 728-7641
Fax (410) 728-7642
E-mail: info@kkadamsinc.com
Website: kkadamsinc.com

CERTIFIED MINORITY CONTRACTORS

April 22, 2013
Clerk
City Hall Room 204
100 North Holliday St
Baltimore, MD 21201

I, Keith Adams, owner of K & K Adams Inc., am protesting the renewal of solicitation no. B50001351 with P & J Contracting Inc. listed as the Contractor to be "first called". Our position is that my company should be listed as first call. The reason for this protest is that P & J Contracting Inc. did not meet the goals of 27 % MBE and 10 % WBE. If the renewal is allowed to proceed, it will allow one of our competitors to be able to fix defects with their bid and allow them to have an unfair competitive advantage in bidding and performing work of this nature. I appreciate the Board of Estimates giving me an opportunity to hear this protest.

Respectfully,

Keith Adams,
President

AGENDA

BOARD OF ESTIMATES

04/24/2013

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

to develop a formal solicitation for the City's future needs. This increase in the amount of \$67,000.00 will make the total contract award \$134,392.00. The period of the increase is effective upon Board approval through October 31, 2014.

MWBOO GRANTED A WAIVER.

5. SHERWIN WILLIAMS CO.,	\$200,000.00	
D/B/A DURON		
THE MCCORMICK PAINT	50,000.00	
WORKS CO.		
	<u>\$250,000.00</u>	Multiple Awards
Maryland State Contract Nos. 001B1400610 and 001B1400611 - Paint & Chemical Coating - Agencies Various - P.O. Nos. P517162, P517163		

City agencies have standardized several of its painting requirements on particular paint products from the above listed vendors. The State of Maryland competitively bid and awarded a statewide contract for paint and chemical coatings to these vendors. The period of the multiple awards is May 1, 2013 through April 30, 2014.

6. <u>FIRST CALL</u>		
P & J CONTRACTING	\$3,000,000.00	
CO., INC.		
<u>SECOND CALL</u>		
K & K ADAMS, INC.	0.00	
	<u>\$3,000,000.00</u>	Renewal
Solicitation No. B50001351 - Baltimore City Building Demolition - Department of Housing and Community Development, etc. - P.O. P513966, P513967		

On June 16, 2010, the Board approved the initial award in the amount of \$15,000,000.00. This is the first renewal in the amount of \$3,000,000.00. The period of the renewal is July 10, 2013 through July 9, 2014 with one 1-year renewal option remaining.

AGENDA

BOARD OF ESTIMATES

04/24/2013

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

MWBOO SET GOALS OF 27% FOR MBE AND 10% WBE.

P & J Contracting Co., Inc.

MBE: Phipps Construction Contracting	11.60%
RBJ Contracting Company	2.83%
	14.43%

WBE: Cleo Enterprises, Inc.	4.60%
D & O Contracting, Inc.	0%
	4.60%

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The recommendation for increase is made on the condition that P & J Contracting Company, Inc. comes into compliance within ten days of the Board approval.

K & K Adams, Inc.

MBE: Dease Concrete Services	12.03%
Ball & Breckenridge	26.69%
	38.72%

WBE: Fallsway Construction	6.57%
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MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

President: "The sixth item on the non routine agenda can be found on pages 74 to 75, item no. 6 Baltimore City Building Demolition. Will the parties please come forward? Tim."

Mr. Krus: "Tim Krus, City Purchasing Agent. This is the award of Building Demolition Services and if you all will just excuse me a second. First Call, actually of a renewal of Building Demolition Services to First Call P&J Contracting and Second Call K&K Adams. P&J Contracting is the First Call on this contract because on the original bid their bid was approximately \$1.3 million dollars lower. The amount of K&K Adams, P&J is giving is being given the opportunity to resolve compliance issues which Mr. Corey can address."

President: "Okay. Mr. Corey."

Mr. Corey: "Ah yes. The Minority and Women's Business -- Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. We did find P&J Contracting in non compliance. We asked them um-- why and asked them also to submit a plan to come into compliance. They did submit such a plan and did give some reasons why they're non-compliant at this point. As a contractor on a whole, P&J Contracting has a good track record insofar as meeting MBE and WBE goals."

City Solicitor: "Does it have a track record in terms of coming into compliance when they've fallen out of compliance?"

MINUTES

Mr. Corey: "Well, actually yes sir, they do have a track record. There is only one other time that I can remember that they were in non compliant. All the other times they have been a good player."

President: "Okay."

Mr. Adams: "Keith Adams with K&K Adams. I am the Second Call of this particular contract here for number 6 item on page number 74. We are in compliance with our MBE; you know goals for the money that was awarded to us during the time period of the contract. If you look on page 74, the contract was awarded June 16, you know 2010 in the amount of uh-- \$15,000,000.00, and the amount of money that was given to us you know by being the Second Call we meet and exceeded the MBE goal. But, now what is going on is that I am in compliance and I would like to become the First Call not the Second Call because I am in compliance and then I want the award of the zero dollars to be made to the First Call and we become the Second-- I mean we become the First Call and the First Call becomes the Second Call. Now I just want to make a statement, these are actual percentages. So this contract started in 2010, so if any compliance issues that you had you had a three year period to correct during that time period. So, now you are making a projection to what I will do but what we are reading here is what actually happened so we can

MINUTES

see the track record that had a three year period time to clarify. Also, to me its setting a precedent of non-compliance getting 10 days to correct which you had three years to correct, and also too another thing I want to state was and I'll be very brief with this. Do I have two hours to speak?"

Comptroller: "I don't think so."

President: "You have how long?"

Mr. Adams: "Two hours."

President: "Oh no."

Mr. Adams: "I really believe in the MBE program. I have to make this statement, because it helped my business to grow and if you look at my compliance I've helped other MBE's to grow along with me when I had the work. My track record speaks for itself. The City has with the program has helped me to grow. I was certified in the City originally in 1986 and along the way I've helped family members and others and if you set a precedent here of where you had an opportunity to correct the goal and now you're going back and giving -- you had three years to correct it and now you're going to give them you know another 10 days, it seems that to me you are setting precedent for the MBE program and let me see I want to make sure I've got everything."

Director of Public Works: "Take your time."

MINUTES

Mr. Adams: "Oh thank you. Okay that was it. I'm going to make the argument brief and just to the point that I am in compliance. I should become the First Call and --."

Comptroller: "Can you explain why he is not the First Call?"

Mr. Corey: "No I cannot. I can only explain that K&K Adams also is a good player. Has had a great track record in meeting their goals. The question of why he's not the First Call ---."

Comptroller: "Okay."

Mr. Corey: "I would have to defer to the Purchasing Agent."

Mr. Krus: "Tim Krus City Purchasing Agent. Madam Comptroller that is based on the original bid in which the First Call was \$1.3 million dollars lower than K & K. So we established First Call, Second Call when we have that arrangement in that way. We look at who was the lowest bidder. The zero dollars just means that they have not used up their Board allocation. It doesn't mean that they are not going to get any work."

Mr. Jolivet: "Mr. President. Arnold M. Jolivet on behalf of K&K. The message I would like to leave with this Board the original contract had a provision in there that the contractor would not only meet the goal at bid time but would maintain the goal throughout the life of the contract. When the contract was recommended for renewal, in this case to P&J and also I believe that the recommendation is also a recommendation for a renewal

MINUTES

as Second Call for K&K. The message that I would like to leave with this Board uh--is despite notwithstanding Mr. Krus's recommendation, this Board has the authority to send a message to this contractor that if you don't meet the goal, we're not going to reward you. We're not going to reward you, and it makes no sense, there is no justification at all that this contractor would not meet the goal, none whatsoever. So I would urge very strongly that the Board in its wisdom should disqualify P&J and make K&K the number one call. They have that authority."

City Solicitor: "Mr. Corey could you um tell us whether the circumstances that caused um P&J to come out of compliance were within their control or outside of their control and secondly have the conditions that caused them to come out of compliance been corrected or not in your judgment?"

Mr. Corey: "The conditions that were not totally within the control of P&J. I have here a response to our request as to why they were not in compliance at this time. Ah -- for one they used Phipps Construction as an MBE and Mr. Phipps during the course of this contract suffered some serious unforeseen health issues which prevented his operation from performing with their projected rate. D & O Contracting which was the WBE named on the contract went out of business during the course of the contract. RBJ Contracting which is an MBE that was used on the contract

MINUTES

had some problems with equipment. At the point now D&O the work that was assigned to D&O Contracting will now be performed by Cleo, another WBE on the contract and RBJ has rectified their situation with regards to the equipment and my understanding is that Mr. Phipps is back up and running again and his company will be running at full speed."

City Solicitor: "Do you agree with Mr. Jolivet that this would be an appropriate circumstance for you to punish P&J --."

Mr. Jolivet: "I did not use the --."

City Solicitor: "I'm sorry to send a message and take away the status of P & J for reasons of the non-compliance in this situation?"

Mr. Corey: "No I do not. I think that where we have pulled such as K&K Adams and P&J Contracting that do abide by the rules by and large that we should not send such a message."

Comptroller: "I have a question. Can you state for the record, how long was P&J out of compliance?"

Mr. Corey: "I don't know-- its more-- about a year because it wasn't the full term of the three years because we did do a review in the course of that at one point and they were found compliant, that they were meeting the goals."

Comptroller: "And if Phipps could not perform or the others had problems, did P&J ask for a substitution?"

MINUTES

Mr. Corey: "Not at the time they are asking. Not asking for a substitution now. They are asking to rearrange their work course so that the contracting will go to other MBE's and WBE's already named on that contract, and Phipps will continue his role in the contract."

Mr. Jolivet: "Mr. President one final word and I will culminate my case. The argument that this contract is a request for renewal for only one year. Now my logic is that if the contractor could not come into compliance within three years, it's very unlikely, extremely unlikely that the contractor will come into compliance in one year. There is strong logic to that effect. But, nonetheless I -- it's the Board's call. The Board has unfettered discretion to make this call and I would submit if the Board believes in the sanctity and of the minority program, the Board would be required to disqualify contractor number one and award to contractor number two."

Comptroller: "Mr. Krus did you say that the Second Call would get business?"

Mr. Krus: "Tim Krus, City Purchasing Agent. Yes that's true. When we find that there's an additional allocation remaining for a vendor that appears to be sufficient, we do not go back to the Board for estimated additional authority. They're still a legitimate Second Call vendor."

MINUTES

President: "Mr. Adams."

Mr. Adams: "Yes as a closing argument. The Second Call does get some work but as it's stated here, the contract was for \$15,000,000.00 2010. The Second Call received \$1,000,000.00 of the \$15,000,000.00 in the three year period. So, the other point I'm trying to make is you monitor yourself when you're an MBE. You know your participation, so if you know your participation, you know what's going on in your business. So during that course of time, in that three year period you have time to correct any deficiencies that you've seen. You know that seems fair. So, in the ending I'm not saying this is a punishment to anyone, you know. The only thing I was trying to bring up is that by being in compliance I would like to be First Call."

President: "Thank you. I'll entertain a Motion."

City Solicitor: "Respectfully disagreeing with Mr. Jolivet's--"

President: "I entertain a Motion."

City Solicitor: "as to what we must do, I recommend that we deny the protest and agree with the recommendation of the Bureau of Purchases on the renewal."

President: "All those in favor say AYE. All opposed NAY. Please note Council President Young **Abstains**."

* * * * *

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. ITEMS 7 - 11

AMERICAN TRAFFIC SAFETY \$ 60,000.00
MATERIALS, INC.

ITEMS 1 THROUGH 6, 12

OSBURN ASSOCIATES, INC. 40,000.00
\$100,000.00

Renewal

Solicitation No. B50001914 - Reflective Sign Sheeting -
Department of Transportation - P.O. P517819, P517820

On July 13, 2011, the Board approved the initial award in the amount of \$84,104.00. This is the second renewal in the amount of \$100,000.00 for the period of July 13, 2013 through July 12, 2014, with two 1-year renewal options remaining.

MWBOO GRANTED A WAIVER.

Department of General Services

8. NORTHPOINT BUILDERS, Inc.	\$32,600.00	Low Bid
Solicitation No. IC 555 - Columns Repair and Related Work at Engine 50 located at 1601 Broening Highway		

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts and extensions. The Mayor **ABSTAINED** on item no. 4. The President **ABSTAINED** on item no. 6. The Comptroller **ABSTAINED** on item no. 6.

MINUTES

Mayor's Office of - Agreements
Human Services (MOHS)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is effective upon Board approval through September 30, 2013, unless otherwise noted.

1. **METRO DELTA EDUCATIONAL PROGRAMS, INC./** **\$51,217.00**
METRO DELTA HEAD START PROGRAM

Account: 5000-586813-6051-516300-603051

The organization will provide Head Start services to 54 children and their families for two months during the summer from June to July, 2013, five days a week.

The program will strengthen its Head Start Early Learning Framework Outcomes by focusing on additional support in the areas of math and science. The program will hire Lead Teachers, Assistant Teachers, Floater Aides, a Literacy Coordinator, Cook, van driver, and a Custodian. Books and other materials will be purchased for the classroom to enhance and further develop language skills and cognitive development in a variety of content areas. The children will also attend two field trips, one to the Baltimore Zoo, and the second to the Maryland Science Center.

2. **ASSOCIATED CATHOLIC CHARITIES, INC./** **\$68,290.00**
ST. JEROME HEAD START PROGRAM

Account: 5000-586813-6051-516600-603051

The organization will provide Head Start services to 72 children and their families for six weeks during the summer from June to August, 2013, five days a week.

The program will focus on intentional instruction to increase physical activity, analysis and reasoning and overall proficiency. The program will purchase needed supplies and equipment, and schedule two field trips.

MINUTES

MOHS - cont'd

3. **DAYSPRING PROGRAMS, INC./** **\$94,847.00**
DAYSPRING HEAD START PROGRAM

Account: 5000-586813-6051-515600-603051

The organization will provide Head Start services to 100 children and their families for two months during the summer from June to August, 2013, five days a week.

The program will hire educational staff that will focus on school readiness during these months. The program will purchase needed supplies and equipment, and plan multiple field trips to enhance classroom experiences.

4. **UNION BAPTIST CHURCH-SCHOOL, INC./** **\$45,527.00**
UNION BAPTIST/HARVEY JOHNSON
HEAD START PROGRAM

Account: 5000-586813-6051-516000-603051

The organization will provide Head Start services to 48 children and their families for two months during the summer from June to August, 2013, five days a week.

The program will enhance children's social, physical, cognitive and language development. The program will also hire educational staff that will focus on increasing children's motor skills, enriching math skills, healthy eating, and geography.

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 agreements.

MINUTES

Mayor's Office of - Grant Agreements
Human Services (MOHS)

ACTION REQUESTED OF B/E:

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

<u>Grantee</u>	<u>No. of Clients</u>	<u>Amount</u>
1. NEWBORN HOLISTIC MINISTRIES, INC./ MARTHA'S PLACE	4 Homeless Women	\$40,561.50

Account: 4000-496212-3573-591424-603051

The organization will provide permanent housing assistance and supportive services at its Single Occupancy Room Occupancy location called Martha's Place. Supportive services include but are not limited to addiction counseling, money management training case management and other referrals. The period of the agreement is February 1, 2013 through January 31, 2014.

2. BALTIMORE MENTAL HEALTH SYSTEMS	10 Homeless Clients	\$134,813.00
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Account: 4000-496313-3573-591241-603051

The organization will provide rental assistance and supportive services to individuals who have a serious mental illness. Services include access to health and mental treatment, case management, housing placement and entitlements. The period of the agreement is April 1, 2013 through March 31, 2014.

MWBOO GRANTED A WAIVER

3. ST. AMBROSE HOUSING AID CENTER, INC.	9 Homeless Families	\$139,761.00
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Account: 4000-496313-3573-591252-603051

The organization will provide rental assistance and

MINUTES

MOHS - cont'd

<u>Grantee</u>	<u>No. of Clients</u>	<u>Amount</u>
supportive services to clients in nine scattered site apartments throughout the City. The supportive services will focus on life skills, employability skills, and service linkages if appropriate. The period of the agreement is March 15, 2013 through March 14, 2014.		
4. ASSOCIATED CATHOLIC CHARITIES, INC.(ACC)		\$113,165.50

Account: 4000-496212-3573-267825-603051

The ACC will cover the staffing costs and minimal operational costs for its permanent housing program for homeless individuals and their families that were recently incarcerated. The period of the agreement is February 1, 2013 through January 31, 2014.

MWBOO GRANTED A WAIVER

The items are late due to a delay in funding from the U.S. Department of Housing and Urban Development.

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 grant agreements.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Mayor's Office of Human Services</u>			
1. Barbara Bartels Cristina Schweon Donna Clayton LaSandra Jackson Joyce Drake	Summer Learning Institute Brooklyn, NY June 11 - 14, 2013	Federal Head Start	\$6,508.75
<u>Fire and Police Employees' Retirement System</u>			
2. Frank Coakley	24 th Annual Pension and Financial Services Conference New York, NY June 23 -26, 2013 (Reg. Fee \$150.00)	Special Funds - Fire & Police	\$1,244.00
<u>Department of Public Works</u>			
3. Samuel Atolaiye	Collection System 2013: Gold Nuggets of Knowledge Sacramento, CA June 9 - 12, 2013 (Reg. Fee \$915.00)	Water & Waste Water Constr. Mgt.	\$2,261.95

The subsistence rate for this location is \$160.00 per night for a total of \$480.00. The hotel rate is \$165.00 per night for a total of \$495.00. The occupancy tax is \$19.80 per night for a total of \$59.40 and a tourism assessment of \$1.65 per night for a total of \$4.95. The Department is requesting an additional subsistence of \$5.00 per day to cover the cost of the hotel for a total of \$15.00 and an additional \$40.00 per day to cover the cost of food for a total of \$160.00. The additional funds have been included in the total.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Health Department</u>			
4. Daphne Hicks	National Family Planning and Reproductive Health Conference Alexandria, VA April 28 - 30, 2013 (Reg. Fee \$375.00)	Family Planning-Special Needs Account	\$ 758.63

The registration will be paid by EA000115668. The amount to be disbursed to Ms. Hicks is \$383.63.

Office of the City Council President

5. Carolyn Blakeney	Maryland Assoc. of Counties 2013 Annual Summer Conf. Ocean City, MD August 14 - 17, 2013 (Reg. Fee \$400.00)	General Fund	\$1,580.83
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The subsistence rate for this location is \$266.00 per day. The hotel rate is \$270.49 per night not including occupancy taxes in the amount of \$28.24 per night. The Office is requesting an additional \$4.49 per night to cover the cost of the hotel as well as \$40.00 per day to cover meals and incidental expenses. The Office has prepaid the registration on the City issued credit card assigned to Mr. Hosea Chew. The disbursement to Ms. Blakeney will be in the amount of \$1,180.83.

Office of the City Council President

6. Bernard C. "Jack" Young	Maryland Assoc. of Counties', 2013 Annual Summer Conf. Ocean City, MD August 14 - 17, 2013 (Reg. Fee \$285.00)	Elected Official Expense Acct,	\$1,301.19
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MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
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The subsistence rate for this location is \$266.00 per day. The hotel rate is \$270.49 per night not including occupancy taxes in the amount of \$28.24 per night. The Office is requesting an additional \$4.49 per night to cover the cost of the hotel as well as \$40.00 per day to cover meals and incidental expenses. The Office has prepaid the registration on the City issued credit card assigned to Mr. Hosea Chew. The disbursement to Mr. Young will be in the amount of \$1,016.19.

TRAVEL APPROVALDepartment of Housing and Community Development

7. Carol Amanze	National Grants Management Assoc. (NGMA) Washington, DC Feb. 25 - 27, 2013 (Reg. Fee \$849.00)	Comm. Devel. Block Grant	\$ 849.00
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On February 25 - 27, 2013, Ms. Amanze attended the NGMA Body of Knowledge Training in Washington, DC. Ms. Amanze was paid \$42.00 by Expense Statement for transportation. The Board is requested to authorize an expenditure of \$849.00 to pay the NGMA for Ms. Amanze's registration. This request is late because of the delay in preparing the travel request.

UPON MOTION duly made and seconded, the Board approved the travel requests, and travel reimbursements. The President

ABSTAINED on items no. 5 and 6. The Comptroller **ABSTAINED** on item no. 2.

MINUTES

Law Department - Opinion - Request for Refund of Real
Property Taxes

The Board is requested to approve a refund of real property taxes for Mr. James White.

It is the opinion of the Law Department that Mr. White has met the qualifications for a real property tax exemption of a disabled veteran, and that Mr. White is eligible to receive a refund of taxes paid because he was honorably discharged from the armed services, declared by the Veteran's Administration to have a permanent 100% service connected disability, and resided in a single family dwelling during the period in question. It has been determined that Mr. White is entitled to a refund of real property taxes, which was paid as follows:

<u>Claimant/s</u>	<u>Property</u>	<u>Taxable Year</u>	<u>Amount</u>
JAMES WHITE	2130 Ashburton Street	2011/2012	\$1,190.58
		2010/2011	1,343.29
		2009/2010	<u>1,288.68</u>
			\$3,822.55

Mr. White filed his application on or about March 15, 2013.

Pursuant to the Tax Property Article, Section 208(h)(2) it is required that interest shall be paid at the rate the county or municipal corporation charges on overdue taxes and that the interest shall accrue from the date the application is filed with the county or municipal corporation. In order to avoid interest being paid, each claimant's application for a refund must be made within 60 days of the application.

UPON MOTION duly made and seconded, the Board approved the refund of real property taxes for Mr. James White.

MINUTES

PROPOSAL AND SPECIFICATIONS

1. Department of Transportation - TR 12015RR, Reconstruct
Deteriorated Manholes at
Various Locations Citywide
BIDS TO BE RECV'D: 05/22/2013
BIDS TO BE OPENED: 05/22/2013

2. Department of Public Works/ - RP 12811, Joseph Lee Site
Dept. of Recreation & Parks Improvements
BIDS TO BE RECV'D: 06/05/2013
BIDS TO BE OPENED: 06/05/2013

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

President: "The sixth item on the non routine agenda can be found on page 85, item one and two, Proposals and Specifications will the parties please come forward?"

Mr. Corey: "Uh-- Good morning Mr. President, members of the Board. Thomas Corey, Chief of the Minority and Women's Opportunity Office. The contracts that are subject to this protest are not uh-- subject to the subcontracting provision of the law. They're both less than \$1,000,000.00 and subcontracting is only placed on contracts that are that exceed \$1,000,000.00."

President: "Mr. Jolivet."

Mr. Arnold M. Jolivet, MMCA: "Mr. President, the Ordinance says that the MWBOO may impose sub goals. It doesn't say they cannot and I submit to you that we are finding that the failure of MWBOO to impose sub goals on relevant contracts is resulting in African American subcontractors being totally excluded. Even

MINUTES

like today, the contract that we just finished hearing, the contractor met the full goal without any African Americans, and we're seeing that increasingly when there are no sub goals, the contractor elects to use a subcontractor or an MBE subcontractor that is not African American. So, I would encourage Mr. Corey to impose the sub goals as the only reasonable way to ensure that African American subcontractors are not excluded, and I might want to add when we first amended the Ordinance in 2007, we found and Mr. Corey can attest to this or at least he should that we were finding that when there are no sub goals, that the contractor almost invariably excludes and bypasses the African American subcontractor and this is happening time, after time on these contracts. So therefore, that was the reason I'm asking this Board in its wisdom the Board even though Mr. Corey the Ordinance gives Mr. Corey the authority to set the sub goals. The Ordinance likewise gives the Board as a supervising authority to instruct Mr. Corey to set such goals. So, I would ask --."

Mr. Corey: "Can I get a minute?"

Mr. Jolivet: "I'm sorry."

Mr. Corey: "No, finish."

President: "Come on Mr. Jolivet."

MINUTES

Mr. Jolivet: "I would just move that the Board accepts my argument and accept my protest. It's a simple proposition."

President: "Mr. Corey."

Mr. Corey: "Uh-- We do not have the discretion, the Minority Women's Business Opportunity Office does not have the discretion to impose to place sub goals on contracts of less than \$1,000,000.00. The discretion is only accorded the office on contracts of \$1,000,000.00 or more, and two; on the contract just awarded as he said that there are no African Americans on the contract I beg to differ there. Mr. --"

Mr. Jolivet: "On the - on the Metra contract."

Mr. Corey: "Okay."

Mr. Jolivet: "I wasn't talking about Mr. ah --."

Mr. Corey: "Okay. We're good"

Mr. Jolivet: "the demolition."

Mr. Corey: "That's fine."

Mr. Jolivet: "The Metra contract it's-- it's really disturbing --."

President: "Is that related to what we're-- to your protest?"

Mr. Jolivet: "Yes of course it is, because it shows a pattern. It shows a pattern of excluding African Americans. Yes it does. It certainly does, and I'm not going to let Mr. Corey forget it."

MINUTES

I'm not going to -- because he has the authority to fix it and he's not fixing it."

President: "I would entertain a Motion."

City Solicitor: "Move approval of the recommendation and deny the bid protest."

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

* * * * *

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

April 23, 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.

We wish to protest the following identified proposed contract awards, which are contained on Your Honorable Board's 04/24/2013 public meeting agenda. Said proposed contracts awards are:

1. Item number 3, pages 68-69, which is a proposed \$300,000.00 post hoc award to Frankford Towing, LLC, pursuant to the Bureau of Purchases' Solicitation No. B50002251-"Citywide Police Requested Towing Services-Additional Vendor."

Our protest is based on the fact that the proposed contract award violates Article VI, § 11 (h) (1) (ii) of the City Charter, inasmuch as the proposed contract awardee, Frankford Towing Service, LLC, is not "the lowest responsive and responsible bidder," within the ambit of said competitive bidding Charter provision. Moreover, Your Honorable Board should not make any award to Frankford Towing, inasmuch as Frankford Towing has failed to meet the contract established MBE goal. Additionally, Frankford Towing must not be approved for any award because there is a serious conflict relative to Frankford's ownership and ownership of at least two (2) other bidders/awardees on this solicitation.

2. Item number 4, page 69, which is a proposed \$285,834.00 contract award to Strategic Policy Partnership, LLC, pursuant to Bureau of Purchases' Solicitation No. B50002753, for "Police Department Consulting Service."

Our complaint on this item is that the proposed contract award violates the City's competitive bidding charter requirement and the City's M-WBE Ordinance. There is no basis for the City's MWBOO's waiver on this item.

3. Item number 6, page 70, which is a proposed \$6,157,810.00 contract award to Metro Industries, Inc., for wastewater pumping station force main replacement.

Our protest is based on the fact that both the contract's MBE and WBE goals were established way too low by MWBOO, and the proposed contractor discriminated unlawfully against our African American-owned M-WBE firms by not including them as part of the subcontracting arrangement. Moreover, the contractor's proposed WBE subcontractor, R & R Contracting Utilities, Inc., does not qualify as a City WBE, inasmuch as it does not have an office located within the City's market area, as defined by the City's M-WBE Ordinance.

4. Items numbers 1 and 2, page 85, which are a request for Your Honorable Board's approval to advertise Department of Transportation's Solicitation TR-12015RR and Department of Public Works/Department of Recreation and Parks RP-12811.

Our protest is based on the fact that both of these proposed solicitations fail to establish relevant and appropriate MBE sub-goals for each MBE sub-group made beneficiary of the City's MBE Ordinance.

Respectfully Submitted,

Arnold M. Jolivet
Arnold M. Jolivet
Managing Director

MINUTES

President: "There being no further business, the meeting will recess until bid opening at twelve o'clock 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 bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued an Addendum extending the dates for receipt and opening of bids on the following contract. There were no objections.

Bureau of Purchases

- B50002897, Heavy Trucks -
Various Cab & Chassis and
Body Styles
BIDS TO BE RECV'D: 05/01/2013
BIDS TO BE OPENED: 05/01/2013

Bureau of Water & Wastewater -

SC 886, Improvements to Sludge
Blending Tanks at Patapsco
Wastewater Treatment Plant
BIDS TO BE RECV'D: 05/08/2013
BIDS TO BE OPENED: 05/08/2013

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

MINUTES

Department of General Services - GS 11836, Baltimore City
 Fire Academy Structural Fire
 Fighting Prop & Rehab
Station

Roy Kirby & Sons, Inc.
 Scheibel Construction

Department of General Services -GS 11867, Oliver Multipurpose
 Services Center - Partial
Renovations of Second Floor

JAK Construction Co. Inc.
 E. Pikounis Construction Co., Inc.
 Warwick Supply & Equipment Co., Inc.

Department of Transportation - TR 08017, Southeast
 Transportation Intersection
Improvements

M. Luis Construction Co., Inc.
 P. Flanigan & Sons, Inc.
 Machado Construction Co., Inc.
 Civil Construction LLC*

Bureau of Water & Wastewater - SC 907, Improvements to
 Sanitary Sewer East Balti-
 more Region High Level Sewer
Shed

Pleasants Construction, Inc.
 AM-Liner East
 Insituform Technologies, LLC
 Corman Construction
 Spiniello
 Inland Waters Pollution Control, Inc.

*The Law Department found that the bid submitted by Civil Construction, LLC could be processed in the normal course of business, and the total bid amount written in words, not the total bid amount written in numerals, shall govern. The bid book provided to bidders prior to bid is very clear in the case of discrepancy between written figures and numerals, the written figures shall govern.

MINUTES

Bureau of Purchases

- B50002743, Land Resources
Property Auctioneer

Alex Cooper Auctioneers
AmeriBird, LLC
Ashland Auction Group, LLC

Bureau of Purchases

- B50002878, Fleet Fuel Credit
Card Services (Technical
Opening)

James River Solutions
WEX Bank

Bureau of Purchases

- B50002879, Tow Chains, Tow
Cables, Assemblies and
Related Items

NO BIDS RECEIVED.

*The Law Department found that the bid submitted by Civil Construction, LLC could be processed in the normal course of business, and the total bid amount written in words, not the total bid amount written in numerals, shall govern. The bid book provided to bidders prior to bid is very clear in the case of discrepancy between written figures and numerals, the written figures shall govern.

* * * * *

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, May 01, 2013.


JOAN M. PRATT
Secretary