

MINUTES

REGULAR MEETING

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

In the absence of Mr. George A. Nilson, City Solicitor, Mr. David E. Ralph, Deputy City Solicitor, acted on his behalf today.

President: "Good morning. The June 24, 2015 meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the hearing will be asked to leave the hearing room immediately. I will direct the Board members attention to the memorandum from my office dated June 22, 2015, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller -- I mean by -- by the Comptroller.

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I will entertain a Motion to approve all of the items contained on the routine agenda."

Deputy City Solicitor: "I MOVE approval of the items on the routine agenda."

Comptroller: "Second"

President: "All those in favor say Aye. All opposed, Nay. The Motion carries. The routine agenda has been adopted."

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

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

Asplundh Tree Expert Co.	\$ 5,006,286,000.00
Baltimore Pile Driving & Marine Construction, Inc.	\$ 3,321,000.00
Corman Construction, Inc.	\$ 139,783,000.00
Corman Marine Construction, Inc. (Work Capacity Rating Underwritten by Blanket Guarantee of \$50,000,000.00 from the Parent Corporation CG Enterprises, Inc.)	\$ 71,258,000.00
Kiewit Infrastructure Co.	\$ 1,947,393,000.00
Mainlining America, LLC	\$ 5,193,000.00
MCI Communications Services, Inc. d/b/a Verizon Business Services	\$162,828,000,000.00
Optus, Inc.	\$ 35,289,000.00
Pessoa Construction Company, Incorporated	\$ 8,000,000.00
Sungate Unlimited, Inc.	\$ 1,500,000.00
Traffic Systems, Inc.	\$ 8,000,000.00
Williams Tunneling Industries, Inc.	\$ 54,000.00

MINUTES**BOARDS AND COMMISSIONS** - cont'd2. 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:

Biohabitats, Inc.	Landscape Architect Engineer
Cambridge Systematics, Inc.	Engineer
Heath Design Group, Inc.	Architect
Wachs Valve & Hydrant Services, LLC	Engineer

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

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

2128 - 2129

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of General Services</u>		
1. \$2,050,000.00	9916-950002-9194	9916-905942-9197
6 th Public	Mitchell Courtroom/	Mitchell Courtroom/
Building Loan	Chambers - Reserve	Chambers - Active

The court system has been allocated another judge and therefore needs another courtroom. The system does not currently have enough larger courtrooms and the new courtroom will be of the larger variety.

Department of Housing and Community Development

2. \$10,969.00	9991-945002-9587	9999-913333-9593
Comm. Dev.	Unallocated Reserve	Baltimore Comm.
Block Grant 24		Arts Program

This transfer will provide Community Development Block Grant funds for the Baltimore Community Arts Program.

Department of Recreation and Parks (Rec. & Parks)

3. \$722,000.00	9938-925004-9475	
State (Program	Stony Run Trail -	
Open Space)	Reserve	
250,000.00	9938-918031-9475	
<u>General Fund</u>	Druid Hill Park	
\$972,000.00	TrailHead -	
	Reserve	

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Rec. & Parks - cont'd</u>		
\$722,000.00	-----	9938-928004-9474 Stony Run Trail - Active
250,000.00	-----	9938-919031-9474 Druid Hill Park Trail Head - Reserve
<u>General Fund</u>		
\$972,000.00		

This transfer will provide funds to cover costs associated with the construction of the Stony Run Pedestrian Bridges.

MINUTESMayor's Office of Human Services - Grant Agreements

The Board is requested to approve and authorize execution of the various Grant Agreements. The period of the Agreement is July 1, 2015 through June 30, 2016, unless otherwise indicated.

1. **THE BALTIMORE STATION, INC.** **\$ 54,000.00**

Account: 5000-529116-3572-333705-603051

The Baltimore Station, Inc. will use the funds to provide shelter and support services to homeless of the City of Baltimore in their Baker Street Station program, located at 1611 Baker St. in Baltimore City. The organization will serve 92 men over a year.

2. **THE BALTIMORE STATION, INC.** **\$144,000.00**

Account: 5000-529116-3572-333728-603051

The Baltimore Station, Inc. will use the funds to provide shelter and support services to homeless of the City of Baltimore in their South Baltimore Station program, located at 140 W. West Street in Baltimore City. The organization will serve 180 men over a one year period.

3. **GOVANS ECUMENICAL DEVELOPMENT CORPORATION** **\$109,715.00**

Account: 5000-525115-3573-333750-603051

Govans Ecumenical Development Corporation will use the funds to pay a portion of the salaries of 4 resident advocates who will link low-income residents of permanent housing in the City to services and help them remain in their housing. Govans Ecumenical Development Corporation will serve 72 clients.

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Mayor's Office of Human Services - cont'd

4. **GOVANS ECUMENICAL DEVELOPMENT CORPORATION** **\$ 63,700.00**

Account: 4000-490916-3573-333650-603051

Govans Ecumenical Development Corporation will use the funds to provide housing assistance and supportive services to individuals or to families who have a family member with AIDS. The organization will serve 25 to 30 households.

5. **FAMILY LEAGUE OF BALTIMORE CITY, INC.** **\$506,250.00**

Account: 2025-000000-3571-727700-603051

The Family League of Baltimore City, Inc. will provide grant management, evaluation, and monitoring services for Youth Projects funded through the Video Lottery Terminal grant funds, as appropriated through the Park Heights Master Plan. The period of the Agreement is July 1, 2014 through December 31, 2015.

The Agreement is late because of a delay in finalizing the budget for the activities.

6. **PUBLIC JUSTICE CENTER** **\$ 50,000.00**

Account: 5000-523116-3571-333739-603051

Public Justice Center will use the funds to assist family units who are at risk of being evicted from their permanent housing with services including but not limited to case management, training, and mediation between landlord and tenant. The organization will serve 240 tenant families over the year.

MWBOO GRANTED A WAIVER.

MINUTES

Mayor's Office of Human Services - cont'd

7. **MANNA HOUSE, INC.** **\$ 43,300.00**

Account: 4000-480016-3572-333620-603051

Manna House, Inc. will use the funds to operate a day shelter, providing meals and case management services on site. The organization will serve 60,000 meals and 200 clients with case management services over the course of the year.

8. **MERCY MEDICAL CENTER** **\$50,000.00**

Account: 4000-480015-3572-333665-603051

Mercy Medical Center will provide rental assistance (rental arrears) to 34 households. In order to better identify eligible households, the Mercy Supportive Housing Program has added two part-time Resident Advocate Assistants. The period of the agreement is January 1, 2015 through June 30, 2015.

The Agreement is late because of a delay at the administrative level.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Real Estate - Lease Renewal

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal of a Lease with Tooney Town Early Learning Center, Inc., Lessee, for the rental of approximately 4,293 sq. ft. of space located at 909 E. 22nd Street a/k/a the Kirk Multi-Purpose Center. The period of the Lease renewal is July 11, 2015 through July 10, 2018.

AMOUNT OF MONEY AND SOURCE:

	<u>Annual Rent</u>	<u>Monthly Installment</u>
Year 1	\$17,393.89	\$1,449.49
Year 2	\$18,263.59	\$1,521.97
Year 3	\$19,176.77	\$1,598.06

BACKGROUND/EXPLANATION:

On July 11, 2012, the Board approved the original Lease Agreement with one 3-year option to renew. The landlord will remain responsible for utilities serving the leased premises to include oil, gas, electric, and water. The landlord will continue to maintain the interior and exterior of the building. The tenant will continue to use the premises as a child day care center and will continue to be responsible for all equipment, insurance and licensing necessary for the operation of tenant's programs. All other terms of the Lease remain in full force and effect.

UPON MOTION duly made and seconded, the Board approved the renewal of a Lease with Tooney Town Early Learning Center, Inc., Lessee, for the rental of approximately 4,293 sq. ft. of space located at 909 E. 22nd Street a/k/a the Kirk Multi-Purpose Center.

MINUTES

Department of Real Estate - Lease Renewal

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal of a Lease with Harbel Community Organization, Inc., Lessee, for the rental of approximately 8,668 sq. ft., located at 5807 Harford Road. The period of the Lease renewal is July 1, 2015 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

Annual Rent

\$1.00

BACKGROUND/EXPLANATION:

On October 6, 2010, the Board approved the original Lease Agreement with the option to renew for one 5-year term. The tenant will continue to use the space as community offices and will bear responsibility for all utilities related to the leased premises. The tenant will continue to furnish janitorial services and security, keep sidewalks and entrance reasonably clear of ice, snow, and debris. The tenant will maintain the interior and exterior of the building including the responsibility to inspect the leased premises for termites, structural soundness, and environmental hazards. All other terms of the Lease Agreement remain in full force and effect.

UPON MOTION duly made and seconded, the Board approved the renewal of the Lease with Harbel Community Organization, Inc., Lessee, for the rental of approximately 8,668 sq. ft., located at 5807 Harford Road.

MINUTES

Department of Real Estate- Lease Renewal

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal of a Lease with Mt. Olive Evangelistic Church, Inc., Landlord, for the rental of approximately 330 sq. ft. of space, located at 3816 Edmondson Avenue. The period of the lease renewal is May 1, 2015 through April 30, 2017.

AMOUNT OF MONEY AND SOURCE:

	<u>Annual Rent</u>	<u>Monthly Installment</u>
Year 1	\$4,200.00	\$350.00

Account: 5000-586215-1191-594600-603013

BACKGROUND/EXPLANATION:

On June 19, 2013, the Board approved the lease agreement with Mt. Olive Evangelistic Church, Inc. The Agreement was for two years, commencing May 1, 2013, and terminating April 30, 2015, with the option to renew for an additional 2-year period. The leased premises will be used as office space in conjunction with the Mayor's Office of Human Services Community Action Partnership to provide support for Community Action Center Services to low income persons and families. The City has exercised their renewal option. All other rentals, conditions, and provisions of the Lease Agreement dated June 19, 2013 will remain in full force and effect.

The Lease Renewal is late because of the administrative process. The tenant exercised the option to renew on April 15, 2015, the landlord was delayed in responding.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Department of Real Estate - cont'd

UPON MOTION duly made and seconded, the Board approved the renewal of a Lease with Mt. Olive Evangelistic Church, Inc., Landlord, for the rental of approximately 330 sq. ft. of space, located at 3816 Edmondson Avenue.

MINUTES

Police Department - Grant Adjustment Notice

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of a Grant Adjustment Notice (GAN) from the Maryland Emergency Management Agency (MEMA) for the 2013 State Homeland Security Program. The GAN extends the award period through July 31, 2015.

AMOUNT OF MONEY AND SOURCE:

\$0.00 - 4000-474815-2023-212600-600000

BACKGROUND/EXPLANATION:

This is a no-cost time extension.

On March 12, 2014, the Board authorized acceptance of the 2013 State Homeland Security Grant, Award No. EMW - 2013-SS-00002-S01. The grant provides support to the development and sustainment of core capabilities to fulfill the goal of National Preparedness. The funding will be used for costs related to planning, organization, equipment, and training and exercise needs associated with acts of terrorism and other catastrophic events.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE TIME EXTENSION.

MINUTES

Police Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Adjustment Notice from the Maryland Emergency Management Agency for the 2013 State Homeland Security Program.

MINUTES

PERSONNEL MATTERS

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UPON MOTION duly made and seconded,

the Board approved

the Personnel matters

listed on the following pages:

2140 - 2160

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 Comptroller **ABSTAINED** on item no. 39.

MINUTES

PERSONNEL

Department of Planning

	<u>Hourly Rate</u>	<u>Amount</u>
1. ANDREW COOK	\$25.12	\$49,000.00
Accounts: 1001-000000-1875-187400-601009		\$40,000.00
9910-910635-9588-900000-709009		\$ 9,000.00

Mr. Cook will work as a Contract Services Specialist II (Environmental Planner). His duties will include, but will not be limited to assisting in coordinating Office of Sustainability initiatives directly pertaining to growing Baltimore City's green economy and maintaining in-house economic development initiatives. He will also coordinate with other City government agencies on inter-agency initiatives relevant to green industry sectors and act as a liaison to private businesses and organizations participating in Baltimore City's green economy. The period of the Agreement is effective July 20, 2015 for one year.

Department of Transportation

2. ANTHONY JOHNSON	\$35.01	\$42,016.76
Account: 1001-000000-2391-251900-601009		

Mr. Johnson, retiree, will work as a Contract Services Specialist I (Special Engineer). His duties will include, but will not be limited to reviewing, commenting, and approving the Developer's Agreements, the Department of Transportation's and the Department of Public Works' Capital Contracts, and draft letters prepared for the Division Chief, the Director, and the Mayor. He will work with the Law Department on issues pertaining to the Intelligent Transportation System (ITS), review, comment, and approve consultants' cost proposals, and sign off on the consultants' invoices.

MINUTES**PERSONNEL**Hourly RateAmountDepartment of Transportation - cont'd

In addition, Mr. Johnson will work with Construction Management on issues related to project construction, and Traffic/Signal Maintenance for the ITS deployment and upgrades Citywide, CCTV and Signal Rewiring Citywide, and Installation of Fiber Optic and Cooper Communications Citywide. He will also assist traffic staff with operational management of traffic during emergencies. The period of the Agreement is effective upon Board approval for one year.

This salary is in compliance with AM 212-1, Part I.

Fire Department3. **MARY LESSER**

\$14.71

\$17,657.76

Account: 4000-471312-2023-212602-601009

Ms. Lesser, retiree, will continue to work as a Contract Services Specialist I (Special Advisor). She will be responsible for providing program support and coordinating activities for the City's Homeland Security Programs. This support will include scheduling and attending meetings, assembling materials, taking and transcribing minutes, managing contact lists, producing and managing documents, and acting as a liaison. In addition, Ms. Lesser will provide support in the governance and management of grant programs and provide other program and administrative support to the Director of Emergency Management. This is the same salary and hourly rate as in the previous contract. The period of the Agreement is effective upon Board approval for one year.

This salary is in compliance with AM 212-1, Part I.

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

	<u>Hourly Rate</u>	<u>Amount</u>
4. MARC DeSIMONE, SR.	\$38.94	\$40,500.00

Account: 1001-000000-2131-228200-601009

Mr. DeSimone will work as a Contract Services Specialist II (Director of Training and Education). He will provide oversight and assistance in the implementation of the City's Homeland Security and Emergency Management Training and exercise strategy, and develop, design and implement training plans and programs for the Baltimore City Fire and Police Academies. In addition, Mr. DeSimone will collaborate with stakeholders to plan and execute learning/development activities to support Academy growth initiatives and strategic goals, and serve as a liaison to the Department of Human Resources' City of Baltimore University for Police and Fire leadership training. The period of the Agreement is effective upon Board approval for six months.

5. DANIEL CLIFFORD	\$33.31	\$64,950.00
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Account: 4000-474414-2023-212609-601009

Mr. Clifford will work as a Contract Services Specialist II (Regional Program Management Specialist). His duties will include, but will not be limited to attending and facilitating committee meetings, preparing reports, performing evaluations, analyzing capability data, coordinating inter-committee projects, advising committee chairs on regional matters, assisting the Urban Area Security Initiative (UASI) Chair in developing and implementing regional strategies and priorities, supporting grant projects, advising regional partners on best-practices and assisting with the implementation and developing resource documents and operational policies. The period of the Agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**

Fire Department - cont'd

6. a. Create the following two new salary grades:

84F (\$129,587.00) Flat

85F (\$140,855.00) Flat

b. Change titles and adjust salary grades for the following two classifications:

From: Fire Command Staff III
Job Code: 10214
Grade: 960 (\$88,800.00 - \$146,500.00)

To: Assistant Fire Chief
Grade: 85F (\$140,855.00) Flat

From: Fire Command Staff II
Job Code: 10213
Grade: 939 (\$78,900.00 - \$130,000.00)

To: Deputy Fire Chief
Grade: 84F (\$129,587.00) Flat

c. Change Title for the following classification:

From: Fire Command Staff I
Job Code: 10212
Grade: 929 (\$63,300.00 - \$101,200.00)

To: Fire Command Staff
Grade: 929 (\$63,300.00 - \$101,200.00)

There are no costs associated with this action at this time.

To resolve compensation issues that resulted from a fixed compensation relationship between classifications in MAPS and Fire Officers Local 964, the Department of Human Resources with the agreement of the Baltimore City Fire Department, requests the creation of two new flat salary grades. In order to ensure that the precise agreed-upon salary relationship is maintained, these grades are to be treated as exceptions to the MAPS Salary Administration Policy AM 205-20.

MINUTES**PERSONNEL**Fire Department - cont'dHourly RateAmount

Employees promoted into these sworn classifications will be placed at the flat salary rate. Current incumbents and newly hired or promoted employees are not eligible for performance based salary adjustments, COLAs or other ordinary/customary salary adjustments, and will have no ability to negotiate salary upon hire or promotion. No employee will receive an increase except in order to maintain the fixed salary relationship for their rank in conjunction with an increase to the maximum salary with longevity of the Fire Battalion Chief Suppression.

7. a. Abolish the following obsolete classification:

Classification: Fire Safety and Health Officer

Job Code: 41290

Grade: 343 (\$69,425.00 - \$86,738.00)

b. Abolish the following one position:

Classification: Fire Safety and Health Officer

Job Code: 41290

Grade: 343 (\$69,425.00 - \$86,738.00)

Position No.: 2121-12568

Costs: (\$137,064.00) 1001-000000-2121-226300-601061

Department of Public Works8. **JASON MATHIAS**

\$32.00

\$66,560.00

Account: 2051-000000-1981-718200-601009

Mr. Mathias will continue to work as a Contract Services Specialist II (Energy Program Manager). He will be responsible for the management of energy programs and projects within the City and the community through development, financing, analysis, implementation, and reporting stages within the Energy Office.

MINUTES**PERSONNEL**Department of Public Works

	<u>Hourly Rate</u>	<u>Amount</u>
Mr. Mathias will develop designs, cost estimates, payback, return on investments, budgets, and schedules for the projects developed and received funds to implement and develop mechanisms to monitor, analyze, and determine the effectiveness of energy programs and projects. His additional duties will include seeking new business opportunities for cost, energy, and fuel savings for the City, writing projects, financing, business models and/or grant proposals and reports to garner future funding, designing and achieving projects consistent with the Office of Sustainable Energy Goals towards a 20% reduction in petroleum usage by 2017 and 40% by 2050. This is an 11% increase from the previous contract period. The period of the Agreement is effective upon Board approval for one year.		
9. DENA RATTNER	\$17.49	\$33,354.00

Account: 1001-000000-1901-191200-601009

Ms. Rattner will work as a Contract Services Specialist II (Secretary II). Her duties will include, but will not be limited to filing, scanning, printing, creating documents and reports, ordering supplies, sorting mail, and screening visitors and telephone calls for the manager and team members. Ms. Rattner will also respond to inquiries exercising independent judgment based upon knowledge of policies and procedures and act as a liaison between internal staff and customers. In addition, she will compose, draft, edit, and proofread correspondence and reports, sign routine correspondence or form letters for the manager, summarize information for the manager, and log in correspondence. The period of the Agreement is effective upon Board approval for one year.

10. Reclassify position no. 5151-34733 as follows:

From: Data Entry Operator II
 Job Code: 33112
 Grade: 078 (\$29,378.00 - \$33,879.00)

MINUTES**PERSONNEL**

Department of Public Works - cont'd

To: Secretary III

Job Code: 33233

Grade: 084 (\$35,212.00 - \$42,026.00)

Costs: \$7,546.00 - 1001-000000-1901-190300-601001

This position is considered a Position of Trust in accordance with the policy outlined in AM 237-1.

11. Reclassify position no. 5471-23944 as follows:

From: Office Supervisor

Job Code: 33215

Grade: 084 (\$35,212.00 - \$42,026.00)

To: Customer Care Account Specialist

Adjuster Supervisor

Job Code: 34262

Grade: 087 (\$39,308.00 - \$47,515.00)

Costs: \$5,298.00 - 2071-000000-5471-400504-601001

This position is considered a Position of Trust in accordance with the policy outlined in AM 237-1.

12. Reclassify position no. 1901-23788 as follows:

From: HR Assistant I

Job Code: 33681

Grade: 081 (\$31,758.00 - \$37,625.00)

To: HR Generalist I

Job Code: 33676

Grade: 088 (\$40,917.00 - \$49,573.00)

Costs: \$11,847.00 - 1001-000000-1901-190400-601001

This position is considered a Position of Trust in accordance with the policy outlined in AM 237-1.

MINUTES**PERSONNEL**Health Department

	<u>Hourly Rate</u>	<u>Amount</u>
13. LYNA C. PUGH	\$15.00	\$29,117.00

Account: 1001-000000-3001-262600-601009

Ms. Pugh will continue to work as a Contract Services Specialist II (Assistant for Administrative Support – Human Resources Office). Her duties will include, but are not limited to filing, sorting mail, and typing correspondence, maintaining confidentiality of employee information and other clerical duties. The period of the Agreement is effective upon Board approval for one year.

14. MARY ELIZABETH MURPHY	\$ 8.25	\$12,870.00
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Account: 4000-425516-3110-306700-601009

Ms. Murphy will continue to work as a Contract Services Specialist II (Senior Citizen Aide). Her duties will include, but are not limited to assisting with intake and referrals, answering telephones, referring calls to proper stations, distributing documents to program staff, filing invoices, client records, monitoring incoming and outgoing faxes. The period of the Agreement is effective upon Board approval for one year.

15. ELIZABETH A. NICHOLAS	\$ 8.25	\$ 8,580.00
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Account: 4000-423516-3110-306700-601009

Ms. Nicholas will work as a Contract Services Specialist II (Senior Citizen Aide). Her duties will include, but are not limited to monitoring Senior Companion Program (SCP) leave records, answering telephone inquiries for the SCP, sending email reminders to the SCP Station Supervisors to submit

MINUTES

PERSONNELHealth Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
time-sheets, monitoring the Quarterly Program Log, attending and supporting the Project Director at various events. The period of the Agreement is effective upon Board approval for one year.		
16. FLORA CALDWELL-DAUGHTRY	\$16.00	\$19,200.00

Account: 4000-425516-3100-306700-60109

Ms. Caldwell-Daughtry, retiree, will continue to work as a Contract Services Specialist I (Accounting Assistant II) for the Adult Evaluation and Review Services (AERS). She will be responsible for assisting the Director of AERS. Her duties will include but are not limited to providing administrative assistance, designing and maintaining the AERS database and the billing information database, tracking and recording incoming revenue, collecting and compiling data for statistical reports, assisting with the identification of funding sources to support program initiatives and assisting with the development of grant applications. This is the same salary as in the previous contract period. The period of the Agreement is effective upon Board approval for one year.

This salary is in compliance with AM 212-1, Part I.

17. KRISTINE M. GARCIA	\$17.00	\$35,360.00
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Account: 1001-000000-3150-307700-601009

Ms. Garcia will continue to work as a Contract Services Specialist II (Program Assistant II). Her duties will include, but are not limited to purchasing, balancing the budget, keeping inventory of supplies, developing, and administering support services for program participants, assisting with quality assurance and improvement processes to meet program goals, managing reportable disease reports, report stamping, sorting mail and identifying and mailing reports to other jurisdictions.

MINUTES**PERSONNEL**

Health Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
<p>She will also assist in writing grants and producing reports for program activities, managing program website, maintaining accurate filing system of disease reports, coordinating archiving of case and outbreak investigation files, and assisting with answering phone calls. The period of the Agreement is effective upon Board approval for one year.</p>		
18. STEPHANIE S. REGENOLD	\$37.87	\$43,967.00

Account: 5000-530016-3080-595800-601009

Ms. Regenold will continue to work as a Contract Services Specialist II (Senior Infant Health Advisor) for the Bureau of Maternal and Child Health. She will be responsible for extracting medical records for the Fetal & Infant Mortality Review (FIMR) case review team from hospital, outpatient, and other records, providing supervision and support to Preventive Medicine Residents, interns and students who are working on Maternal and Child Health and B'more for Healthy Babies (BHB) related projects. Ms. Regenold will also assist in developing and implementing the BHB's Infant Safe Sleep initiative, coordinating the provider outreach strategy including preparing and conducting presentations on topics for medical staff to improve and inform health care delivery systems in hospitals, clinics and community programs, developing policies, protocols and processes for accepting donations for portable cribs and purchasing cribs to needy families who are enrolled in various health department and community programs and assisting in preparation of proposals to foundations and agencies. The period of the Agreement is effective upon Board approval for one year.

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

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

Account: 4000-499013-3030-513200-601009

Ms. Duncan will continue to work as a Contract Services Specialist II (Outreach Worker)/Special Populations for the STD/HIV Prevention Program. She will be responsible for 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 Men Who Have Sex with Men (MSM), substance abusers and the homeless. She will also provide client based health education and risk reduction counseling for STD and HIV Prevention, completing intake forms, client logs and other paperwork associated with the outreach testing program, assisting with the collection of Gonorrhea and Chlamydia specimens and assisting with setting up and breaking down outreach equipment including tables, canopies, chairs, literature and coolers. The period of the Agreement is effective upon Board approval for one year.

20. DEMETRIA J. RODGERS	\$26.12	\$13,582.40
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Account: 4000-422716-3030-279200-601009

Ms. Rodgers, retiree, will continue to work as a Contract Services Specialist I (Nursing Coordinator). Her duties will include, but are not limited to assisting with overseeing the activities of nursing and support clinical personnel, planning and developing management and mid-level clinical in-service training, evaluating and screening perspective trainers and vendors, evaluating training program objectives, drafting and writing reports and implementing clinical training programs for sub grantees. This is the same hourly rate as in the previous contract period.

MINUTES

PERSONNEL

Health Department - cont'd

Hourly Rate

Amount

The period of the Agreement is effective upon Board approval for one year.

This salary is in compliance with AM 212-1, Part I.

21. KENNETH J. HAMLIN	\$10.50	\$10,920.00
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Account: 5000-535516-3255-271200-601009

Mr. Hamlin will continue to work as a Contract Services Specialist II (Guardianship Program Assistant). He will be responsible for escorting clients to medical and community activities, shopping for food and clothes, relocating client's personal items/possessions to alternate living arrangements, monitoring clients in nursing homes, assisted living facilities and their private homes and documenting activities performed. The period of the Agreement is effective upon Board approval for one year.

22. JOY I. FREEDMAN	\$25.00	\$ 1,750.00
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Account: 1001-000000-2401-258300-601009

Ms. Freedman will continue work as a Contract Services Specialist II in which she will serve as member of the Animal Hearing Panel for the Bureau of Animal Control. Ms. Freedman will be responsible for attending administrative hearing sessions, conducting hearings in an orderly, but informal manner, insuring procedural due process in accordance with city procedures and guidelines for conducting administrative hearings, assuring that all documents and objects presented at the hearings are made part of the hearing record, receiving all relevant evidence concerning the issues related by aggrieved parties and the Department and produce clear, definitive,

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

	<u>Hourly Rate</u>	<u>Amount</u>
written recommendations setting forth her findings of fact and conclusion of law, mailing and delivering a copy of the written final decision and/or order within 30 calendar days of the termination of the hearing. The period of the Agreement is effective upon Board approval for one year.		

23. UPRENIA WILLIS	\$12.00	\$23,400.00
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Account: 5000-536016-3044-273300-601009

Ms. Willis will continue to work as a Contract Services Specialist II (Maryland Access Point Program Liaison). She will be responsible for maintaining and updating information for the Maryland Access Point Program (MAP) resources directory, performing data entry tasks related to MAP client input and tracking, providing backup support in the MAP's Call Center and front desk reception area and following-up, preparing outreach materials for MAP events, and managing office supplies and mailing distribution. The period of the Agreement is effective upon Board approval for one year.

24. MARGARITA GABRIELA VARELA HESLIN	\$15.00	\$19,500.00
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Account: 4000-423816-3030-279200-601009

Ms. Heslin will continue to work as a Contract Services Specialist II (Youth Development Aide/Interpreter). Her duties will include, but are not limited to providing support to clients in need of health insurance, providing assistance in clinical operations for Adolescent and Reproductive Health and the Immunization Program, assisting in recruitment of youth and young adults and chaperoning program participants while on trips or other program activities. The period of the Agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**

Department of Human Resources (DHR)

25. Create the following new grade and salary scale:

	<u>Hiring</u>	<u>Full Performance</u>	<u>Experienced</u>	<u>Senior</u>
Grade: 038	\$13.41	\$13.58	\$13.99	N/A
*Approve new hourly rates for temporary classifications				
Classification: School Health Aide Job Code: 10221				
From Grade: 032	\$13.91	\$14.17	\$14.84	N/A
To Grade: 032	\$14.19	\$14.44	\$15.13	N/A
Classification: Medical Office Assistant Job Code: 10222				
From Grade: 033	\$15.12	\$15.49	\$17.15	\$17.41
To Grade: 033	\$15.40	\$15.77	\$17.46	\$17.73
Classification: Licensed Practical Nurse Job Code: 10223				
From Grade: 034	\$17.80	\$18.43	\$20.32	N/A
To Grade: 034	\$18.15	\$18.79	\$20.72	N/A

MINUTES

PERSONNEL:DHR - cont'd

	<u>Hiring</u>	<u>Full Performance</u>	<u>Experienced</u>	<u>Senior</u>
*Classification: Community Health Nurse I Job Code: 10224				
From Grade: 035	\$25.68	\$28.91	\$29.63	\$30.37
To Grade: 035	\$26.19	\$29.48	\$30.22	\$30.97
*Classification: Community Health Nurse II Job Code: 10225				
From Grade: 036	\$30.24	\$33.06	\$33.88	\$34.73
To Grade: 036	\$30.84	\$33.72	\$34.55	\$35.42
*Classification: Nurse Practitioner Job Code: 10226				
From Grade: 037	\$35.32	\$38.46	\$39.43	\$40.41
To Grade: 037	\$36.02	\$39.22	\$40.21	\$41.21

There are no costs associated with this action.

On May 27, 2015, the Board approved a request to adjust the hourly rates for the above classifications. Due to an administrative oversight, the incorrect dollar amount was included on the Board memorandum for approval. The Department has revised and adjusted the steps accordingly. Therefore, the DHR respectfully requests approval with an effective date of May 27, 2015.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Police Department</u>		
26. ARIEL S. ERVIN	\$21.63	\$45,000.00

Account: 5000-597015-2021-212700-601009

Ms. Ervin will continue to work as a Contract Services Specialist II (Victim Advocate). She will be responsible for providing crisis counseling, safety planning and resource identification to victims. The period of the Agreement is July 1, 2015 through June 30, 2016.

27. DONALD F. KRAMER	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Kramer, retiree, will continue to work as a Contract Service Specialist I for the Professional Development and Training Academy - Armory. He will be responsible for serving as a Glock Armorer, servicing all ranges of guns and diagnosing problems. Mr. Kramer will serve as a Remington Armorer, servicing shotguns, street and less lethal weapons, detailing strips, and cleaning and repairing weapons on-site. Mr. Kramer holds an armorer certification for specialty SWAT weapons. This is the same hourly rate as in the previous contract period. The period of the Agreement is July 14, 2015 through July 13, 2016.

28. LAWRENCE A. BANKS, SR.	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Banks, retiree, will continue to work as a Contract Service Specialist I for the Human Resources Section - Applicant Investigation. He will be responsible for conducting background investigations for civilian applicants, special enforcement officers, and sworn promotional candidates. In addition, Mr. Banks will conduct local, state, and national record/warrant checks, investigate applicants, gather vital documents, and summarize this information into a pre-employment file. This is the same salary as in the previous contract period. The period of the Agreement is July 21, 2015 through July 20, 2016.

MINUTES

PERSONNEL

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Police Department</u>		
29. REBECCA HERRINGTON	\$14.42	\$30,000.00

Account: 1001-000000-2042-198100-601009

Ms. Herrington, retiree, will continue to work as a Contract Services Specialist I - Recruitment/Applicant Investigation Unit. She will be responsible for assisting in recruiting by contacting applicants for the hiring process. Ms. Herrington will attend job fairs and applicants testing, conduct local, state, and national records and warrant checks, and investigate reference/neighborhood canvasses. She will interview applicants, gather documents, and summarize information into a pre-employment file. This is the same salary as in the previous contract period. The period of the Agreement is June 27, 2015 through June 26, 2016.

30. EDNA M. PRICE	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Ms. Price, retiree, will continue to work as a Contract Service Specialist for the Evidence Control Unit. She will be responsible for tracking and transferring controlled dangerous substances (CDS) on a daily basis for transfer to the drug lab, organizing the various Evidence Control Unit drug vaults, and organizing types/amounts of the CDS prepared for drug burn for disposal. This is the same salary as in the previous contract period. The period of the Agreement is July 14, 2015 through July 13, 2016.

31. SHONDA D. WILLIAMS	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Ms. Williams, retiree, will continue to work as a Contract Service Specialist I for the Records Management Section. She will be responsible for approving Part One offense reports in the Inpursuit database system and verifying Part One offense reports to ensure it coincides with Inpursuit.

MINUTES**PERSONNEL**Hourly RateAmountPolice Department

Ms. Williams will also input and change data in the Inpursuit database system and place approval after information is verified. This is the same salary as in the previous contract period. The period of the Agreement is July 14, 2015 through July 13, 2016.

32. **FRED D. WRIGHT** \$14.42 **\$30,000.00**

Account: 1001-000000-2042-198100-601009

Mr. Wright, retiree, will continue to work as a Contract Service Specialist I (CODIS Administrative Assistant) for the Crime Lab Section. He will be responsible for processing Investigative Notices from the MSP Lab/Convicted Offender Labs, participating in the National DNA Index System and DNA Case Tracking data entry/Liaison for the Criminal Investigative Division. This is the same salary as in the previous contract period. The period of the Agreement is July 14, 2015 through July 13, 2016.

ON JANUARY 3, 1996, THE BOARD APPROVED A WAIVER TO ADMINISTRATIVE MANUAL POLICY 212-1, WHICH ALLOWED THE POLICE DEPARTMENT TO HIRE RETIRED POLICE OFFICERS ON A CONTRACTUAL BASIS (ITEM NOS. 27-32).

33. Reclassify the following position:

Position No.: 19658

From: Accounting Assistant III
 Job Code: 34133
 Grade: 084 (\$35,212.00 - \$42,026.00)

To: Fiscal Technician
 Job Code: 34421
 Grade: 088 (\$40,917.00 - \$49,573.00)

Cost: \$10,602.39 - 1001-000000-2041-195700-601001

MINUTES**PERSONNEL**Department of Housing and Community Development34. a. Create the following position:

Classification: Code Enforcement Investigator I
 Job Code: 42931
 Grade: 087 (\$39,308.00 - \$47,515.00)
 Position No.: To be assigned by BBMR

b. Reclassify the following position:

Position No.: 5832-50475

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

To: Code Enforcement Investigator II
 Job Code: 42933
 Grade: 092 (\$48,329.00 - \$58,849.00)

Cost: \$63,536.23 - 1001-000000-5832-594900-601001

35. Reclassify the following position:

Position No.: 5832-15026

From: Operations Officer III
 Job Code: 00087
 Grade: 929 (\$63,300.00 - \$101,200.00)

To: Operations Officer V
 Job Code: 00089
 Grade: 936 (\$74,600.00 - \$119,300.00)

Cost: \$0.00

MINUTES**PERSONNEL**Circuit Court for Baltimore City

	<u>Hourly Rate</u>	<u>Amount</u>
36. ANGELA LOWRY	\$38.97	\$71,175.26

Account: 5000-540315-1100-109400-601009

Ms. Lowry will continue to work as a Contract Services Specialist II (Drug Court Coordinator). This is a 2% increase in the hourly rate from the previous contract period. Her duties will include, but will not be limited to maintaining the Drug Court Policy and Procedure Manual, facilitating Drug Court Team meetings, preparing and distributing minutes, and representing the Drug and Circuit Court at various meetings, committees, and task forces. Ms. Lowry will also act as the management liaison for the Drug Court team and perform quality assurance reviews to ensure the program is functioning efficiently to service the court and program participants. In addition, she will review budgets, grants, financial reports, and data collection for program evaluations and management reports, locate and write grants to support and enhance the development of the Circuit Court, conduct site visits of treatment providers receiving grant funding from the Judiciary, and assign and monitor the allocation of treatment slots to Drug Court participants. The period of the Agreement is on or before July 1, 2015 through June 30, 2016, whichever comes later.

37. GARY L. ALSUP, JR.	\$24.07	\$43,960.29
38. TYSHELL A. OLIVER	\$24.07	\$43,960.29

Account: 5000-540315-1100-109400-601009

Mr. Alsup and Ms. Oliver will each continue to work as a Contract Service Specialist II (Drug Court Case Manager). This is a 2% increase in the hourly rate from the previous contract period. Each individual will be responsible for overseeing the ancillary service component of the program, developing case plans, facilitating access to services, and providing reports to the Judiciary. The period of the Agreement is July 1, 2015 through June 30, 2016.

MINUTES

PERSONNEL

Office of the Comptroller

	<u>Hourly Rate</u>	<u>Amount</u>
39. FRED WRIGHT	\$20.01	\$36,686.00

Account: 1001-000000-1300-157300-601009

Mr. Wright, retiree will continue to work as a Contract Service Specialist I (Special Assistant). This is a 2% increase in the hourly rate from the previous contract period. He will be responsible for providing the safety and well-being of the Comptroller, escorting the Comptroller to meetings and public events, supervising the maintenance of vehicles assigned to the Comptroller, delivering Citations and Resolutions to constituents, and assisting with the processing of Board of Estimates materials, and performing other duties as assigned. The period of the Agreement is June 28, 2015 through June 27, 2016.

THE COMPTROLLER'S OFFICE IS REQUESTING A WAIVER OF THE SALARY CAP AND THE NUMBER OF HOURS WORKED AS OUTLINED IN THE CITY'S ADMINISTRATIVE MANUAL 212-1 PART I, RETIREES.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payment of Settlement</u>			
1. Fryer Development, LLC (Prior Owner)	3334 Woodland Ave.	L/H	\$71,000.00

Funds are available in account 9910-903183-9588-900000-704040.

On August 13, 2014, the Board approved the condemnation action to acquire the leasehold interest in the real property located at 3334 Woodland Avenue for the fair market value of \$79,000.00, based upon an independent appraisal report conducted in March 2014. The independent appraiser was requested to update the valuation to March 2015. The appraiser's valuation increased the property value to \$85,000.00 using the sales comparison approach to valuation. The City's independent appraiser conducted an interior and exterior inspection and noted that the property was in good condition and occupied.

The property is a large single family detached house that has been converted (legally) into four apartment units. The prior owner, Fryer Development, LLC, wanted to retain the property. Fryer Development, LLC and the mortgage holder obtained a valuation report, which indicated valuations ranging from \$260,000.00, using the sales comparison approach, to \$280,000.00, using the income approach. Fryer Development, LLC produced leases documenting rental incomes of \$3,675.00 per month. The parties mediated the case at a pre-trial conference and agreed to settle the matter for \$150,000.00. Therefore, the Board is requested to approve an additional \$71,000.00 in settlement of this case.

UPON MOTION duly made and seconded, the Board approved and authorized the Payment of Settlement.

MINUTES

Department of Planning - Report on Previously
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds subject to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter. Today, the Board is requested to **NOTE 26** favorable reports by the Planning Commission on June 11, 2015 on Transfers of Funds approved by the Board of Estimates at its meetings on May 25, 2015, June 3, 2015, and June 10, 2015.

The Board **NOTED 26** favorable reports on Transfers of Funds approved by the Board of Estimates at it's meetings on May 25, 2015, June 3, 2015, and June 10, 2015.

MINUTES

Department of Planning - Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Consultant Agreement with AECOM Technical Services, Inc. (AECOM). The period of the Consultant Agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE:

\$20,000.00 - 1001-000000-1877-187400-603026

BACKGROUND/EXPLANATION:

In 2012, the City adopted its Climate Action Plan which sets a goal for a 15% reduction in greenhouse gas (GHG) emissions by 2020. This was based on a 2010 baseline greenhouse gas emission inventory. In order to track progress toward this goal, and to effectively and efficiently target resources to projects that will have a greater impact, an update to the GHG inventory is necessary every three to four years. AECOM will be conducting an inventory for the City's 2014 greenhouse gas emissions.

AECOM conducted the 2010 baseline inventory and peer review, and will be making necessary adjustments based on updated GHG emissions inventory protocol set by international standards.

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 Consultant Agreement with AECOM Technical Services, Inc. The President voted **NO**.

MINUTES

Baltimore City Ethics Board - Retain Outside Counsel

ACTION REQUESTED OF B/E:

The Board is requested to approve hiring of outside counsel to investigate, advise, and prosecute the pending complaint In the Matter of JMP - BCBE Case No. 12-002.

AMOUNT OF MONEY AND SOURCE:

Not-to-exceed \$300.00/hour - 1001-000000-1220-145900-603021

BACKGROUND/EXPLANATION:

The Ethics Board seeks to retain outside legal counsel in connection with In the Matter of JMP - BCBE Case No. 12-002. Pursuant to City Charter Article VII § 24(c)(1), the Baltimore City Ethics Board has received notice from the City Solicitor that representation by outside counsel is appropriate in this instance to avoid any conflict of interest. Accordingly, the Ethics Board requests approval of the Board for the retention of outside counsel in connection with In the Matter of JMP - BCBE Case No. 12-002.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the hiring of outside counsel to investigate, advise and prosecute the pending complaint In the Matter of JMP - BCBE Case No. 12-002. The Comptroller **ABSTAINED**. The President voted **NO**.

MINUTES

Office of the State's Attorney - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Memorandum of Understanding with the Community Mediation Program, Inc. The period of the Memorandum of Understanding is July 1, 2015 through June 30, 2016.

AMOUNT OF MONEY AND SOURCE:

\$43,000.00 - 1001-000000-1151-117900-600326

BACKGROUND/EXPLANATION:

The mission of the Community Mediation Program, Inc. is to reduce interpersonal conflict, community violence, and animosity by increasing the use of non-violent conflict resolution strategies and by making mediation more accessible in Baltimore City. The State's Attorney's Office has been in partnership with the Community Mediation Program, Inc. for over nine years.

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 Memorandum of Understanding with the Community Mediation Program, Inc.

MINUTES

Department of Law - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Settlement Agreement and Release for a lawsuit filed by Antonio Smittick, Plaintiff, against Officers Jamal Harris, Timothy Stach, Michael O'Sullivan, Mark Spila and Sgt. Michael Guzman, for alleged assault, battery, false arrest, false imprisonment, violation of Articles 24 and 26 of the Maryland Declaration of Rights, and invasion of privacy-intrusion upon seclusion and intentional infliction of emotional distress.

AMOUNT OF MONEY AND SOURCE:

\$80,000.00 - 1001-000000-2041-716700-603070

BACKGROUND/EXPLANATION:

On May 19, 2012, Officer Harris was operating an unmarked vehicle investigating drug activity in the area of North Avenue. While in a covert location Officer Harris witnessed the Plaintiff exchange an item for money with Joshua Richardson, which Officer Harris believed to be a Controlled Dangerous Substance (CDS). Defendant Harris then observed both Plaintiff and Mr. Richardson enter 1911 North Avenue. Defendant Harris believed 1911 North Avenue to be a vacant row house due to prior complaints from local citizens and from his own observations of the dilapidated condition of the exterior of the building. After a few minutes, Defendant Harris observed the Plaintiff and Richardson exit 1911 North Avenue and began walking eastbound on North Avenue when he called out the description of the two men to other police units to stop and detain them for a suspected CDS transaction. Officers Stach, Spila, O'Sullivan, and Guzman responded to the location and stopped Plaintiff Smittick and Mr. Richardson. Then Officers conducted a search of the Plaintiff Smittick and Mr. Richardson and recovered a Ziploc bag with suspected marijuana from Mr. Richardson. They were then placed under arrest and asked where they lived.

MINUTES

Department of Law - cont'd

When the Plaintiff Smittick and Richardson said that they lived at 1911 W. North Avenue, Defendants Stach and Spila contend that they obtained consent to search the house, but the Plaintiff Smittick disputes this.

After Defendants Stach and Spila completed the initial search, Defendants Harris, O'Sullivan, and Guzman went back into the house with Mr. Richardson and the Plaintiff. During that search of the house, the Defendants recovered a loaded Ruger handgun, an additional magazine, gun box with gunlock, and a box of 20 rounds from the front bedroom drawer, which was located upstairs. Defendants also recovered a Ziploc bag with suspected cocaine, two sets of keys and mail in the name of someone else.

The Plaintiff and Mr. Richardson were then transported to Central Booking. The Plaintiff was charged with having a handgun on his person and CDS manufacture/distribution. The gun was registered to the owner of the house. As a result of his confinement, Plaintiff lost his job as a building engineer and grounds maintenance worker and has remained unemployed.

Plaintiff Smittick has filed suit seeking in excess of \$75,000.00 in compensatory and punitive damages. Because of conflicting factual issues, Constitutional concerns and questions regarding probable cause, and given the uncertainties and unpredictability of jury verdicts, the parties propose to settle the matter for a total sum \$80,000.00 in return for a dismissal of the litigation.

Based on a review of the facts and legal issues specific to this case, the Settlement Committee of the Law Department recommends that the Board of Estimates approve the settlement of this case as set forth herein.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Department of Law - cont'd

UPON MOTION duly made and seconded, the Board approved the Settlement Agreement and Release for a lawsuit filed by Antonio Smittick, Plaintiff, against Officers Jamal Harris, Timothy Stach, Michael O'Sullivan, Mark Spila and Sgt. Michael Guzman, for alleged assault, battery, false arrest, false imprisonment, violation of Articles 24 and 26 of the Maryland Declaration of Rights, and invasion of privacy-intrusion upon seclusion and intentional infliction of emotional distress.

MINUTESLaw Department - Opinions - Requests for Refund
of Real Property Taxes

The Board is requested to approve a refund of real property taxes for Mr. Daryl E. Gill, claimant:

It is the opinion of the Law Department that the claimant has met the qualifications for a real property tax exemption for disabled veterans, and that the claimant is eligible to receive a refund of taxes paid because the claimant 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 the claimant is entitled to a refund of real property taxes, which were paid as follows:

<u>Claimant</u>	<u>Property</u>	<u>Taxable Year</u>	<u>Amount</u>
1. DARYL E. GILL	1604 Hartsdale Road	2014/2015 2013/2014 2012/2013	\$ 2,268.40 2,213.87 2,253.19
	Total Refund		\$ 6,735.46

Mr. Gill filed his application on April 22, 2015.

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 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. Daryl E. Gill, claimant.

MINUTES

Department of Housing and - Expenditure of Funds
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay the Mayor's Office of Employment Development (MOED).

AMOUNT OF MONEY AND SOURCE:

\$150,000.00 - 1001-000000-1773-179600-601002

BACKGROUND/EXPLANATION:

The Department is requesting approval to employ 100 youth workers between the ages of 14 and 21, during the summer of 2015. The youth workers will be hired through the MOED at a cost of \$150,000.00. They will be performing functions within the Ombudsman's Office, the Summer Food Program and the Before and After Care Child Centers in Northwood and Waverly. The five-week summer jobs program will operate from June 29, 2015 through July 31, 2015, at a cost of \$1,500.00 per participant.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay the Mayor's Office of Employment Development.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Land Disposition Agreement with Metra Industries Inc., Developer, for the sale of the City-owned properties located at 2207, 2209, 2211, 2245, and 2247 McElderry Street.

AMOUNT OF MONEY AND SOURCE:

\$ 4,150.00 - 2207 McElderry Street
 4,150.00 - 2209 McElderry Street
 4,150.00 - 2211 McElderry Street
 4,150.00 - 2245 McElderry Street
4,150.00 - 2247 McElderry Street
\$20,750.00 - Purchase Price

BACKGROUND/EXPLANATION:

The City will convey all its rights, title, and interest in the properties. The Purchasers has paid a good faith deposit of \$2,075.00. The remaining balance is due at the time of settlement.

The Developer will purchase the vacant buildings for the purpose of rehabilitating the properties back to functional single family homes. The rehabilitated properties will be offered as rentals to low/moderate income individuals. The purchase price and improvements will be financed through private sources.

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

The properties were valued pursuant to the Appraisal Policy of Baltimore City through the Waiver Valuation Process as follows:

MINUTESDHCD - cont'd

<u>Property Address</u>	<u>Waiver Valuation Value</u>	<u>Purchase Price</u>
2207 McElderry St.	\$7,500.00	\$4,150.00
2209 McElderry St.	\$7,500.00	\$4,150.00
2211 McElderry St.	\$7,500.00	\$4,150.00
2245 McElderry St.	\$7,500.00	\$4,150.00
2247 McElderry St.	\$7,500.00	\$4,150.00

The properties are being sold to Metra Industries Inc. for below the waiver value because of the following reason:

- the renovations will be to the specific benefit to the immediate community,
- this transaction will eliminate blight from the block, and thus eliminate blight from the neighborhood,
- this sale and rehabilitation will return vacant buildings to the tax rolls, and
- the properties are being sold less than the waiver-determined value because of their conditions, which will require extensive and immediate remediation.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Metra Industries Inc., Developer, for the sale of the City-owned properties located at 2207, 2209, 2211, 2245, and 2247 McElderry Street.

MINUTES

Department of Housing and - Land Disposition and Acquisition
Community Development Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Land Disposition and Acquisition Agreement with Francois Johnson and Kemorine Wallace, Inc., for the proposed property exchange as follows:

Francois Johnson & 1759 E. North Ave. Block 1446, Lot 028
 Kemorine Wallace

In exchange for:

Mayor and City 807 E. Chase St. Block 1183, Lot 016
 Council of Baltimore

AMOUNT OF MONEY AND SOURCE:

\$600.00 - 9910-908044-9588-900000-704044

The City agrees to pay for all settlement costs, related to the properties acquired by the City not to exceed \$600.00 total.

BACKGROUND/EXPLANATION:

The Department of Housing and Community Development Land Resources Division, on behalf of the Mayor and City Council of Baltimore strategically acquires and manages vacant or abandoned properties, ultimately enabling these properties to be returned to productive use and improving Baltimore's neighborhoods.

Francois Johnson and Kemorine Wallace received notice of the City's intent to demolish the property known as 1759 E. North Avenue. Because the entity intended to rehabilitate this property, a "swap" was proposed of 1759 E. North Avenue with comparable Mayor and City Council owned property that is located in the area better suited for redevelopment. The Developer will deliver good and marketable title and as a condition of the exchange has agreed to rehabilitate the property it is receiving within 12 months from the date of settlement.

MINUTES

DHCD - cont'd

With the Board's approval of the Land Disposition and Acquisition Agreement, the City will receive clear and marketable title to the Developer's property, subject to any municipal liens, in exchange for a comparable Mayor and City Council property.

Determination of comparability is based on a valuation for both properties, which determined that the property located at 1759 E. North Avenue to be valued at \$5,800.00 and the property located at 807 E. Chase Street to be valued at \$8,500.00.

The liens total approximately \$593.94, and are itemized as follows:

1759 E. North Avenue

Total Taxes:	\$ 91.80
Miscellaneous Bills:	502.14
Total Municipal Liens:	<u>\$593.94</u>

The approval of this exchange will allow the City to more expeditiously demolish the hazardous structure and take title to the property for a redevelopment project. The property exchange is less costly than acquiring the properties through tax sale foreclosure or eminent domain. This action will further the City's effort to eliminate blight and protect the health and safety of its citizens. As such, the City has agreed to pay for all title work and associated settlement costs, on the properties the City is receiving, not to exceed \$600.00.

STATEMENT OF PURPOSE AND RATIONALE FOR TRANSFER OF PROPERTY BY MEANS OF COMPARABLE EXCHANGE:

The rationale behind the exchange of properties was to ensure the severity of blight on the 1759 E. North Avenue property could be successfully eliminated, while simultaneously ensuring that a willing and able developer could contribute to the revitalization of Baltimore City in an area better suited and poised for rehabilitation.

MINUTES

DHCD - cont'd

Pursuant to Article 13, Section -7, of the Baltimore City Code (2009 Edition), all terms and conditions of the Land Disposition and Acquisition Agreement have been approved.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition and Acquisition Agreement with Francois Johnson and Kemorine Wallace, Inc.,

MINUTES

Department of Housing and - Amendment to Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Amendment to Agreement with the Park Heights Renaissance, Inc. (PHR). The Amendment extends the Agreement through November 30, 2015.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On December 24, 2014, the Board approved the Grant Agreement in the amount of \$464,414.50 from the FY15 Video Lottery Terminal (Slots) Revenue to support core personnel and operations. The balance of funds has been kept in a reserve account. During the course of the year, the PHR realized cost savings and has requested additional time to be able to mend its budget. The Amendment to Agreement provides for a no-cost time extension through November 30, 2015. All other terms and conditions of the Agreement will remain in effect.

AUDITS NOTED THE TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment to Agreement with the Park Heights Renaissance, Inc.

MINUTES

Department of Housing and - Subordination Agreement and Consent
Community Development and Restated Promissory Note

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Subordination Agreement and Consent by and between the Mayor and City Council of Baltimore acting by and through the Department of Housing and Community Development (City), 429 North Eutaw Street Limited Partnership (Borrower), and Maryland Financial Bank (Lender). In addition, the Board is requested to approve and authorize execution of an Amended and Restated Note to the Borrower for an existing City loan.

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 funds are requested.

BACKGROUND/EXPLANATION:

On December 10, 1987, the Borrower executed a Promissory Note and Deed of Trust for a Neighborhood Progress Development Fund (NPDF) in the amount of \$225,000.00 to the 429 North Eutaw Street Limited Partnership (Borrower). The NPDF funds were used to cover a portion of the rehabilitation costs for the Charles Fish office building located at 429 N. Eutaw Street (Project). The primary occupant since 1988 is The French Development Company and its affiliate, Towner Management Company.

On November 21, 2012, the Board approved the initial Subordination Agreement and Consent for the benefit of Fairmount Bank and reaffirmed an amendment and restatement of the existing Promissory Note (originally approved in 1996).

MINUTES

DHCD - cont'd

The funds provided by the Fairmount Bank were used to pay off the existing superior mortgage and to finance improvements to the building. The scope of work included upgrading HVAC systems, creating a more inviting and secure lobby area, and making repairs to the building's exterior.

Recently, the Borrower received a more favorable commitment from the Maryland Financial Bank, which will be used to pay off their existing superior mortgage. The terms of the Maryland Financial Bank loan are at 5% with a 15-year term secured by a first lien on the property. The Borrower will be required to make fixed monthly principal and interest payments in the amount of \$3,163.17.

The building contains approximately 12,800 square feet and five of the six leasable spaces are occupied. The property is located at a prominent intersection on downtown's "Westside" and is one of several properties in the immediate area that The French Companies has developed over the past 25 years.

The proceeds of the new financing will not result in cash back to the Borrower and therefore are not in violation of the terms of the existing NPDF mortgage. The City will be required to execute a Subordination and Consent Agreement to permit the new loan to be secured in a first lien position and will charge a fee in the amount of \$2,500.00 for this Consent.

It has been determined that the City will require a Restated and Amended Note in order to effectuate this transaction. The Board, on November 27, 1996, approved a restructure of the 1987 Note terms to convert the loan from an amortizing cash flow payment debt to a deferred payment loan due upon sale, with a waiver of all interest. The Law Department will prepare all necessary documents to ensure that the terms approved in 1996 for the NPDF Loan are reflected in a new Amended and Restated Note.

MINUTES

DHCD - cont'd

MBE/WBE PARTICIPATION:

No new City funds will be utilized for this project. Therefore, Article 5, Subtitle 28 of the Baltimore City Code Minority and Women's Business Programs is not applicable.

THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Subordination Agreement and Consent by and between the Mayor and City Council of Baltimore acting by and through the Department of Housing and Community Development (City), 429 North Eutaw Street Limited Partnership (Borrower), and Maryland Financial Bank (Lender). In addition, the Board approved and authorized execution of the Amended and Restated note to the Borrower for the existing City loan. The Board further authorized the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law.

MINUTES

Department of General Services (DGS) - On-Call Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the On-Call Mechanical/Electrical Engineering Services Agreement with Whitman, Requardt & Associates, LLP for Project No. 1220. The period of the On-Call agreement is effective upon Board approval for two years, with two additional one-year terms, or until the upset limit is reached, whichever comes first.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - Upset limit

BACKGROUND/EXPLANATION:

Various City agencies, on a continuing basis, require architectural design services to modify, upgrade, or repair their facilities. Typically, the work involved is limited in scope and/or of an urgent nature, which in either case, should not be postponed until the customary architectural design selection process can be executed. Under these contracts, the calls for these services will be made as needs are identified.

The cost of services rendered will be negotiated on a not-to-exceed price for each task assigned. The fees will be based on actual payroll rates, not including overhead and burden, times a set multiplier. The payroll rates and multiplier have been reviewed by the Department of Audits.

The period of the contract is for two years. However, projects that have started within the two-year period may continue beyond the two-year time frame until completion. The total fee for this consultant's contract will not exceed \$1,000,000.00 for the two-year period.

The Consultant was selected pursuant to the Architect and Engineering Awards Commission (AEAC) procedures, under AEAC Project No. 1220.

MINUTES

DGS - cont'd

MBE/WBE PARTICIPATION:**MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.**

MBE: KES Engineering, Inc.	0-27%
Shah & Associates, Inc.	<u>0-27%</u>
Total MBE	27.00%

WBE: Carroll Engineering, Inc.	
A Squared Plus (*A2+) Engineering	0-10%
Support Group, LLC	<u>0-10%</u>
Total WBE	10.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the On-Call Mechanical/Electrical Engineering Services Agreement with Whitman, Requardt & Associates, LLP for Project No. 1220. The President voted **NO**.

MINUTES

Department of General Services - Developer's Agreement No. 1408

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Developer's Agreement No. 1408 with Calvert Federal, LLC.

AMOUNT OF MONEY AND SOURCE:

\$72,366.00

BACKGROUND/EXPLANATION:

The Developer would like to install new water, sewer, conduit, and bridge modification improvements to their proposed construction located in the vicinity of 1525 North Calvert Street. This Developer's Agreement will allow the organization to do their own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$72,366.00 has been issued to Calvert Federal, LLC, which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Developer's Agreement No. 1408 with Calvert Federal, LLC.

MINUTESDepartment of General Services - Minor Privilege Permit Applications

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 3035 E. Baltimore Street	Mason Properties, Inc.	One set of steps 6'4"x3'
3037 E. Baltimore Street	Mason Properties, Inc.	One set of steps 6'4"x3'
Application Fee: \$50.00		
2. 3000 O'Donnell Street	O'Donnell 3000, LLC	One cornice sign 7'X14"
Annual Charge: \$35.20		

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

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

MINUTES

Minority and Women's Business - MWBOO Annual Participation
Opportunity Office (MWBOO) Goals

ACTION REQUESTED OF B/E:

The Board is requested to approve the Annual Participation Goals for the Minority and Women's Business Enterprise Program (MBE/WBE). The goals, which are authorized by the Disparity Study that was completed in 2014, will be in effect until June 30, 2016.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

In accordance with Article 5, Subtitle 28, Sections 28 - 16 and 17 of the Baltimore City Code, the MWBOO is recommending the annual MBE and WBE program goals for Board's approval. These are aspirational goals that will aid the City in its ongoing evaluation of the effectiveness of the MBE/WBE Participation Program.

Contract goals will continue to be set for each contract in accordance with a formula that considers the following: (1) the availability of businesses that are willing and able to participate on contracts in various industry classifications and professions, (2) the level of utilization of these firms on past City contracts, (3) the contract specifications, and (4) the adverse effect on non-MBE and non-WBE businesses.

MBE Annual Goal - 27%

WBE Annual Goal - 10%

MINUTES

MWBOO - cont'd

The MWBOO recommends the following goals and sub-goals for the MBE/WBE Participation Program:

MBE Annual Goal - 27%

Sub-Goals:

African American - 14%

Asian American - 6%

Hispanic American - 6%

Native American - 1%

WBE Annual Goal - 10%

UPON MOTION duly made and seconded, the Board approved the Annual Participation Goals for the Minority and Women's Business Enterprise Program.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

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

2187 - 2193

to the low bidders meeting the specifications,
and rejected the bids as indicated

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

The Comptroller **ABSTAINED** on item no. 8
for Horton Mechanical Contractors, Inc. only.

The Board **DEFERRED** item nos. 1, 2, and 3
for one week and items nos. 6, 7, 8, and 9
for three weeks.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

1. B50004003, Management Republic Parking (\$ 27,108.00)
of Parking Garages - System
Group I

(Parking Authority of
Baltimore City)

MBE:	Xecutive Security Investigations, Inc.	\$14,000.00	1.9%
	Clean and Clean Services, Inc.	46,400.00	6.1%
		<u>\$60,400.00</u>	<u>8.0%</u>
WBE:	AJ Stationers, Inc.	\$ 5,699.85	0.8%
	Gibbsx, LLC	16,000.00	2.1%
	Glorious Works, Inc.	6,300.00	0.8%
		<u>\$27,999.85</u>	<u>3.7%</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM PMS PARKING, INC.

A SUPPLEMENTAL PROTEST WAS RECEIVED FROM ALEXANDER AND CLEAVER REPRESENTING PMS PARKING, INC.

2. B50003992, Management Republic Parking (\$ 27,108.00)
of Parking Garages - System
Group II

MBE:	Xecutive Security Investigations, Inc.	\$104,000.00	12.1%
WBE:	Clean and Clean Services, Inc.	\$ 35,000.00	4.1%
	AJ Stationers, Inc.	10,751.96	1.3%
		<u>\$ 45,751.96</u>	<u>5.4%</u>

(Parking Authority of
Baltimore City)

ALEXANDER & CLEAVER

ATTORNEYS AT LAW

Professional Association

Gary R. Alexander *MD DC VA FL*

James A. Cleaver *MD DC*

Denise M. Bowman *MD DC*

Robert J. Garagiola *MD DC*

Todd K. Pounds *MD DC*

Jason A. DeLoach *MD DC*

James K. McGee *MD DC*

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Kerry R. Watson, Jr.

Murray D. Levy

Tyler W. Bennett

Moira R. Moynihan

June 23, 2015

VIA HAND DELIVERY

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

Re: **SUPPLEMENTAL PROTEST**

Solicitation Nos. B50004027; B50003992; B50004003; B50004026
Management of Parking Garages, Groups I - IV

Dear Honorable President and Members of the Board of Estimates,

The undersigned represents the interests of PMS Parking, Inc. ("PMS"). We respectfully submit the following supplemental protest concerning Solicitation Nos. B50004027; B50003992; B50004003; B50004026 (collectively the "Solicitation" or "RFB") and the Board of Estimates' ("Board") proposed action to award a contract from each solicitation to the proposed vendors.

PMS is requesting that the entire Solicitation be thrown out and the contracts re-bid because the procurement process was so fundamentally flawed that a contract cannot be awarded. In addition, a proposed vendor, cannot adequately perform the contract for the proposed price and it is clear that an inadequate evaluation of the bidders was performed.

*I. The Solicitation Is Unclear and Ambiguous With Respect to Bid Pricing
Causing the Solicitation Process to Be Fundamentally Flawed*

Ambiguity exists under the terms of the Solicitation as to whether a Contractor is entitled to earn an incentive fee under the awarded contract, which creates a fundamental

flaw in the Solicitation thereby requiring the Solicitation to be cancelled and re-bid. The RFB states that an award will be made to the “lowest responsive and responsible bidder meeting the specifications, terms, and conditions based on the Total Bid Price for all items.” RFB, SW19, p. 9. The Solicitation further states that a Contractor is entitled a “Base Management Fee,” which “shall serve as the Contractor’s total compensation for services provided under the Contract including, without limitation, home office overhead and profit.” RFB, DS2.T.1, p. 31. The Base Management Fee that a bidders sets forth on the Pricing Page is the “Total Bid Price” on which bidders were supposed to be evaluated *See* SW3.A, p. 4; Bid Documents, B-4.

However, an ambiguity in the terms of the Solicitation exists because the Solicitation also makes reference to an “incentive fee” that a Contractor may earn. *See* DS2.J.4, p. 17. The reference on page 17 of the RFB sets forth when a Contractor is entitled to receive “a credit to its incentive fee.” *Id.* This is the only place and only time the term “incentive fee” is used. It appears as if the City, in accordance with its prior course of dealings detailed *infra*, is willing to pay an incentive fee based on successful management of the garages. However, a Contractor is not able to propose an incentive fee based on the Solicitation documents. Despite a reference to an “incentive fee,” the Solicitation documents only allow for a Bidder to propose a Base Management Fee. The Bid Price Sheet on page B-4 only allows a Bidder to propose “Monthly Management Fee,” no other price may be included on that form. It is unclear from the terms of the solicitation if a Contractor is entitled to earn an incentive fee in addition to the Base Management Fee, and if so, how such additional compensation impacts the evaluation of the “Total Bid Price.” Because of this ambiguity, the Solicitation is fatally flawed and must be cancelled before award because it is unclear what compensation a Contractor is entitled to and how an Offeror should have structured a financial proposal.

a. Previous Request for Proposals and Current Parking Management Agreements Allowed for Incentive Compensation

Further creating ambiguity and uncertainty in the Solicitation is the City of Baltimore’s (the “City”) prior course of dealings with respect to parking management service contracts. In prior Request for *Proposals* for parking management services that were issued by the City, an “Incentive Fee” was expressly permitted to be earned by the contractor. *See, e.g., Exhibit 1*, Request for Proposals for the Management of Hilton Baltimore, Marriott Inner Harbor, Arena, and Redwood Parking Operations, pp. 7, 11, 19, 21, 28, and 29 (Issued: January 11, 2010). The 2010 RFP expressly stated that evaluation of proposals would focus on “base management fee . . . as well as creativity in proposing the incentive fees.” *Id.* p. 21. Additionally, previous City contracts for parking management services approved by this Board expressly authorized payment of base management fees and incentive fees. *See Exhibit 2*, Board Approval of Parking Garage Management Contract (Memo Dated June 4, 2009, Board Approval July 1, 2009). Even current parking management services contracts approved by the Board expressly authorize a contractor to earn incentive compensation. *See Exhibit 3*, Board Approval of

Parking Facility Operations and Management Agreement (Memo Dated October 30, 2014, Board Approved November 12, 2014).

Based on the fact that previous RFPs allowed for incentive compensation in addition to base management compensation and that current contracts allow for incentive compensation in addition to base management compensation, the current RFB's reference to an "incentive fee" creates an ambiguity in the terms of the Solicitation. The RFB states that the only compensation a Contractor is entitled to is the Base Management Fee, yet there is a reference to an incentive fee, which the City's previous course of dealings permitted. The ambiguity is fatal and requires the entire Solicitation to be cancelled and rebid. The ambiguity created uncertainty as to how bidders should have structured the financial bids. Because the terms of the RFB were ambiguous and created uncertainty in how to structure a response, the Solicitation must be cancelled and rebid.

b. The Procurement Officer Arbitrarily and Capriciously Evaluated Bid Prices Because of the Ambiguity on Compensation

Because of the ambiguity in the RFB, any evaluation and recommendation by the Procurement Officer is arbitrary and capricious. With the reference to an "incentive fee," it is not possible for the Procurement Officer to properly evaluate the financial proposals of bidders. Bidders who submitted a proposal to earn an incentive fee were arbitrarily and capriciously evaluated because any such fee was not considered with the Base Management Fee. The ambiguity creates an unlevel platform on which proposals were evaluated and the Solicitation must be cancelled and rebid.

II. *A Contractor Cannot Competently and Adequately Perform the Services at the Bid Price*

PMS is a certified Minority Business Enterprise in Baltimore City. PMS has a superior track record managing parking facilities for private entities as well as the City. Since 1990, PMS has managed City-owned parking facilities. In 2014, PMS President, Amsale Geletu, was elected into the Baltimore Business Hall of Fame. That same year, her company was also named a Top 100 MBE in the Mid-Atlantic Region. PMS is extremely familiar with the marketplace and what is needed to operate effectively in the City.

Based on the Base Management Fee offered by the prospective Contractor, Republic Parking System, Inc. ("Republic Parking"), it is not feasible to operate the facilities at the proposed price. The proposed Contractor is offering to manage the parking facilities *at a loss* for the next three (3) years (five (5) years if the City exercises its options to renew). A company that fails to generate profits will cost the City and its taxpayers in the long run. There is bound to be unintended consequences to the City if a contractor is operating in the negative. This Board, when making a previous parking management contract award to PMS, indicated that customer service, experience, and planning are important qualities in a contractor. Customer service and planning will surely suffer because of a contractor who is not generating profit.

III. The City Failed to Properly Evaluate Past Performance of Parking Management Services

A large component of the parking management services contract is to generate revenue for the City. For each garage which will be managed, the Solicitation includes expected gross revenue. The City failed to properly evaluate PMS's extraordinary track record as well as Republic Parking's less impressive record. PMS has successfully managed City garage revenues for a number of years and has increased revenue on garages that it takes over. In fact, in 2011 when PMS took over the Arena and Redwood garages from Republic Parking, PMS increased revenues by twenty percent (20%) during the first quarter as compared to the previous first quarter for which Republic Parking provided services. By failing to evaluate performance under other City parking management contracts, the City arbitrarily and capriciously ignored past performance to the City.

IV. Republic Parking Is An Undesirable Business Partner for the City

The proposed Contractor, Republic Parking, is not qualified to perform the services nor is it desirable for the City to have it as a vendor and its bid should have been rejected pursuant to SW20.D. When evaluating whether a bidder is responsible, the City is permitted to "make such investigations as it deems necessary to determine the ability of the Bidder to perform work required by this solicitation." RFB, SW20.A.

A cursory investigation would have revealed questionable and illegal conduct with respect to Republic Parking and its employees in another jurisdiction. *See Exhibit 4.* A routine audit conducted by Oklahoma City revealed significant questionable conduct in a parking management services contract that was held by Republic Parking. Not only did an employee fail to deposit over \$400,000 in *city parking revenue*, but Republic Parking submitted unallowed operating expenses, inadequately documented other expenses, and submitted questionable operating expenses not clearly allowable under the contract. The Oklahoma City audit found numerous issues with Republic Parking's administration of the contract. *Oklahoma City Audit Report* (May 19, 2015), available at <https://www.okc.gov/auditor/Public%20Transportation%20and%20Parking%2014-03.pdf>.

The evaluation of Republic Parking as a responsible bidder was arbitrary and capricious because the City failed to make a reasonable investigation to determine whether Republic Parking was a qualified and desirable business partner to the City.

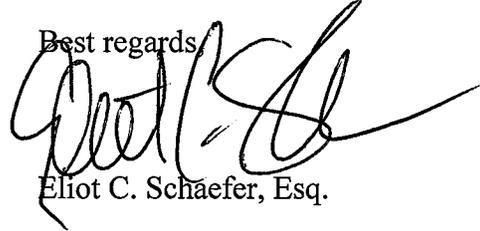
V. Reservation of Rights

PMS reserves the right to supplement or amend its Protest in the event additional information becomes available.

VI. Conclusion

For the foregoing reasons, it is in the City's best interest to cancel the Solicitation and issue a re-bid. The ambiguity in the terms of the Solicitation with respect to Contractor compensation creates a fundamental flaw in the Solicitation and there is no way bids or the evaluation of the bids could reasonably be performed.

Best regards,

A handwritten signature in black ink, appearing to read 'Eliot C. Schaefer', with a long, sweeping flourish extending to the right.

Eliot C. Schaefer, Esq.

Enclosures

EXHIBIT 1



PARKING
FOR BALTIMORE CITY
AUTHORITY

REQUEST FOR PROPOSALS

**FOR THE MANAGEMENT OF THE
HILTON BALTIMORE, MARRIOTT INNER
HARBOR, ARENA AND
REDWOOD PARKING OPERATIONS**

Located at

**Hilton Baltimore— 401- W. Pratt Street
BALTIMORE, MARYLAND 21201**

**Marriott Inner Harbor – 405 W. Lombard
Street
BALTIMORE, MARYLAND 21201**

**Arena – 99 S. Howard Street
BALTIMORE, MARYLAND 21201**

**Redwood- 11 S. Eutaw Street
BALTIMORE, MARYLAND 21201**

Date: January 11, 2010

Prepared By: Baltimore City Parking Authority

PROPOSALS DUE: March 5, 2010

I. INTRODUCTION

The Hilton Baltimore parking facility is owned by the Baltimore Hotel Corporation (the “Hotel Corporation”), and management of the parking facility is overseen by the Hotel Corporation. The Marriott Inner Harbor, Arena, and Redwood Garages are owned by the City of Baltimore (the “City”) and the management of those three garages is overseen by the Parking Authority of Baltimore City (the “Authority”, or the “PABC”). This Request for Proposals (the “RFP”) for management of these parking facilities has been combined due to the geographic proximity of the facilities, and with the aim of realizing better and more-coordinated management of the facilities, increased revenues, and cost savings through their combined management. However, since there is separate ownership and oversight of these facilities, there will be separate agreements for their management, and separate processes for the consideration and approval of any recommendations resulting from this RFP.

II. INSTRUCTIONS TO RESPONDENTS

Thank you for your interest in submitting a proposal for a parking garage management agreement with the City of Baltimore (the “City”), and with the Baltimore Hotel Corporation (the “Hotel Corporation”). The Baltimore City Parking Authority, (“The Authority”, or “PABC”) is a quasi-public, non-profit corporation, organized under the laws of the State of Maryland that oversees the management of all City owned garages and lots. In that capacity, and to facilitate the Authority’s management of those assets, the Authority has assumed all of the duties previously performed by the City’s Purchasing Agent; and any decision or notice issued by the Authority with regard to this RFP or resultant Management Agreement (“Agreement”) shall be construed as if it was notice from the City Purchasing Agent. You should note, however, that pursuant to the Baltimore City Code, the Authority is not bound to comply with the general procurement regulations and procedures otherwise applicable to City agencies. Although this RFP has been drafted to reflect a typical procurement procedure, this format is for ease of consideration of proposals and to further a fair and impartial procurement process. The effect of any irregularities in this RFP, the bids received, the review process, and/or the award of a contract is within the sound discretion of the Authority and no rights or legal causes of action shall accrue to any bidder as a result of this process.

A.

8. Assume and pay expenses in connection with the operations of the Hilton Parking Garage, according to the pre-approved operating budget. The Hotel Corporation shall reimburse the Parking Operator at the end of each month upon submittal of all invoices. All expenses in excess of \$500.00 of the budget amount for that month must be pre-approved by BDC prior to reimbursement. The Parking Operator will be compensated under a Base Management Fee and Incentive Fee schedule set forth in the Parking Agreements. The aggregate of the Base Management fee plus Incentive Fee earned, if any, shall serve as the Parking Operator's total compensation for services provided, including, without limitation, home office overhead or profit. *See list of excluded expenses for the Parking Operator below.*
9. Comply with the Baltimore City Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Participation Goals as provided in the RFP.
10. Comply with the provisions of Baltimore City Code Article 5, Subtitle 26 {"Hours and Wages – Service Contracts"} to ensure that all non-professional employees of the Parking Operator assigned to the Hilton Baltimore Convention Hotel Garage receive no less than the "prevailing minimum hourly wage rate" (the "Living Wage") set from time to time under Article 5, Subtitle 26.
11. Comply with **Baltimore City Residents First**, a program designed to create opportunities for businesses to access qualified City job seekers to meet their workforce needs and to improve the lives of Baltimore City residents.
12. Comply with the Insurance, Waiver of Subrogation and Indemnification requirements, as provided below.
13. Be able to mobilize and assume control of the Garage on or about July 1, 2010.
14. Comply with all applicable Federal, State and City laws and regulations with respect to the garage operations.

X. RIGHTS RESERVED BY THE HOTEL CORPORATION

- The Hotel Corporation reserves the right, in its sole discretion, to execute a contract related to the Hilton Parking Garage, based upon the written proposals received without prior discussion or negotiation with respect to those proposals. All portions of this RFP and the submissions by any Respondent recommended for the award will be considered part of the contract and will be incorporated by reference.

- Any cleaning or maintenance inside the Hotel Lobby on Level One (beyond the parking entrance or the parking elevators) or the Executive Office area on Mezzanine Level.
- Utilities, except for the Parking Operator's telephone and DSL requirements.
- Otis Elevator Maintenance contract for the four parking elevators (will be handled under a hotel-wide contract, but the Parking Operator will be responsible for coordinating and managing Otis service calls.
- Stairwells #1, #3, #4, #5 and #7 beyond the Mezzanine Level of the Hotel.
- Any signage that is not specifically garage-related.
- Any storage areas in the Garage that are used by the Hotel Manager or the Retail Tenants.
- Any of the following areas in the Garage: electrical rooms, elevator machine room, emergency generator, fire equipment room, grease interceptor, plumbing equipment room, subsurface sumps and drains (other than sand interceptor), wet (Trigen) mechanical room, telecom room.

Please note: the Hotel Corporation has a maintenance contract for the garage supply and exhaust fans with Southland Industries. The Parking Operator should budget the cost of this maintenance contract in its proforma. Currently, the monthly maintenance cost is \$570.00 per month through March 1, 2010.

I. THE PARKING AUTHORITY OF BALTIMORE CITY-

The Authority will recommend award of a management agreement for the 3 City owned parking facilities (Arena, Marriott, and Redwood), based on the proposals that represents the "BEST VALUE" to the Authority as outlined in Section IX Selection Procedures. Respondents may be short-listed (at PABC discretion) based on an evaluation of the proposals.

The Authority's recommendation for award will be made by an independent panel of review and subsequent negotiations may be undertaken with the short-listed candidates who best meet the criteria established in this Request for Proposal. The Authority seeks a responsible bid of the:

1. *Financial plan for operation of the facilities (i.e., cash control, auditing, reporting, expense controls, administration fees, fixed operating expenses);*
2. *Management plan for operation of the facilities (maximization of revenue and reduction of operating expenses, payroll benefits, scheduling of personnel, liability insurance, facility security, customer service, amenities, capital improvements, legal changes to form management contract);*
3. *Proposed Fees (Base Management Fee and incentive fee);*
4. *MBE/WBE Participation; and*

D. PROPOSED FEES - Proposed management and incentive fees based on "Gross Revenue" for purposes of this RFP and the resultant Proposals, the term "Gross Revenue" shall mean gross revenues minus parking tax. Fees based on other methods may be cause for rejection of the Respondent's proposal.

E TWO-YEAR PROFORMA – Revenue Projection, management fee and operating expenses for each facility – (See section II-A for details)

F. MBE/WBE PARTICIPATION - In the making of the prospective Agreement, the Authority mandates compliance with the minority and women business enterprises (MBE/WBE) to be utilized in connection with the servicing of this Agreement. Refer to **Section II, Section VIII and Exhibit 2** hereof for details.

VII. SUBMISSION REQUIREMENTS, PROPOSAL ACCEPTANCE, REJECTION, ADDENDA, AND SUPPLEMENTS

Proposals should be prepared in a professional manner and, provide a clear and concise overview of the Respondent's ability to increase revenues and satisfy the requirements of this RFP. Proposals may include any background or other supporting information that the Respondent feels necessary, and must include at a minimum the response requirements listed in **Sections II and VI** hereof. The Authority will not be limited solely to the information provided by the Respondent, but may utilize other sources of information useful in evaluating the capabilities of the Respondent. Unique capabilities or advantages of the Respondent should be clearly stated in the proposal.

A. Submission Requirements

ONE ORIGINAL PLUS NINE (9) COPIES and one electronic version on CD-ROM; the proposal must be submitted to the Authority before the closing date and time stated in **Section IX**. **Proposals should be formatted with the following in mind:**

- i. Provided in sealed envelopes or packages and clearly marked as to its contents.
- ii. Oral, fax, telegraphic, electronic mail, or mail-gram proposals will not be accepted.
- iii. The submitted electronic format of your Proposal should include submission of the **Exhibit 3-G** worksheets in the same format as contained in this request for proposal. For example, to the extent the worksheet provided by the PABC is in an Excel format, the Proposal should not include these worksheets in an Adobe format.
- iv. **Proposals may not exceed 125 pages in total length, (exclusive of the MBE/WBE required documentation) and shall use presentation bindings of a comb or spiral nature, (no 3-ring bindings).**
- v. **An original and one copy of Respondent's MBE/WBE package (Exhibit 2) must be submitted with, but apart from, Respondent's proposals.**

attached hereto as **Exhibit 2. Respondent shall provide one original and one copy of the MBE/WBE package, separate from Respondent's proposal.**

IX. SELECTION PROCEDURES

A. Eligibility for Selection

Generally, see Section I of these Instructions for the selection criteria and process. In order to be eligible for selection resulting from this RFP, the Respondent must clearly demonstrate to the Authority that its proposal represents the "BEST VALUE" to the City as follows:

1. A proposal possessing the Best Value is one that can clearly demonstrate to the satisfaction of the Authority that Respondent will operate a high quality parking operation that i.) supports the specific requirements identified for this Facility as to pre-negotiated arrangements, ii.) generates substantial revenue, and iii.) supports parking needs for the general public.
2. A management proposal for operating each Facility in the areas of cash control, auditing, scheduling of personnel, security, maximizing income, reducing operating expenses, and utilization of Minority/Women's Business Enterprises.
3. The Authority will focus on the components of the Respondent's base management fee and other fixed costs the operator charges for operating the facility(s), as well as creativity in proposing the incentive fees that serve to maximize utilization in the garage, managing a diverse customer base including residential, monthly and transient parkers, utilization of technology to reduce operating expenses and creative methods of developing additional income through enhancing services to customers;(i.e. car care, auto detailing, etc.)
4. A proposal possessing Best Value is one that also complies with the method and timeliness of submission, conformance to the requirements of the RFP, the program goals, and the ability of the Respondent to achieve those goals.
5. Each Respondent must be a registered business in the State of Maryland, and possess or obtain, prior to award, the necessary permit(s) as required by law, and have a local office in or within close proximity to the City of Baltimore.
6. The selected Operator shall obtain, maintain, and keep in full force and effect the types of insurance described in the RFP. The successful Respondent should deliver such Certificates of Insurance to Authority at least ten (10) days prior to the start of the Agreement.

B. Selection Criteria

These criteria are meant to be comprehensive; however, the independent Panel of Review is not bound to any selection criteria, proposal scoring, or weighting. The independent Panel's charge is to recommend the Proposal that represents the "best value" to the PABC. The independent Panel of Review will be provided the following scoring sheet to aid the formulation of their recommendation. It is provided here so

EXHIBIT 3-G

1. Pro Forma Instructions
2. Pro Forma
3. Payroll Worksheet Instructions
4. Payroll Budget Worksheet
5. Incentive Fee Instructions
6. Incentive Fee Worksheet

Pro Forma Instructions

1. "Gross Revenue" is the revenue you believe your firm can achieve in the fiscal year. The Authority has enclosed the most recent management summary of the monthly billing.
2. "Parking Tax" is a flat 16%. The electronic file of this form automatically includes this percentage
3. "Payroll" is based on the payroll budget worksheet enclosed in this packet. You need to calculate the actual monthly payroll since operators pay either weekly, bi-weekly or on the 15th and 30th of the month Projections should be based on the number of pay periods in each month.
4. "Employee Benefits" are based on the projected payroll related benefits. This includes, without limitation, health and wealth insurance, pension or retirement and any other payroll benefit your firm may. Payroll Taxes and Worker's Compensation should be listed separately.
5. "Supplies" through "Software Upgrades" are fields you may or may not use. If your firm believes these line items need to be part of the operating budget then insert the budgeted numbers under each month.
6. "Liability Insurance" will be based on the premium cost your firm will charge for the coverage listed in the RFP.
7. "Phone" expense is your projected monthly cost for the DSL line, office phone, and cell phones.
8. "Credit Card" fees are estimates of what your firm believe the fees would be on the monthly and daily revenue. This is only for budget purposes and will not be used to judge your firm.
9. "Security" includes costs projected for alarm systems and contract security.
10. "Base Management Fee" is based on the cost that your firm will charge each month to operate each facility.
11. "Additional Costs" are all other items that your firm needs to operate this garage which are not otherwise listed on this pro forma.
12. "Incentive Fee" is based on the information you entered on the Incentive Fee worksheet. On the electronic file of this form, you will not have to complete this field.

Incentive Fee Instructions

1. A “Gross Revenue” figure has been given to allow for fair comparison of all proposals. The gross revenue listed is the gross revenue over the past 12 months at the specific facility. For purposes of this RFP “Gross Revenue” means revenue after parking tax has been paid.
2. “Threshold” is the threshold of Gross Revenue (after parking tax) above which your firm will receive incentive fees. For example if your firm wishes to receive a fee for gross revenue greater than \$100,000, then in the cell right of the cell labeled “Threshold” you enter \$100,000. The monthly threshold will automatically be entered into each month.
3. “% After Threshold” is the percentage of Gross Revenue your firm will receive once the threshold has been met. For example, if your firm wishes to receive 10% of Gross Revenue greater than \$100,000 annually you would enter the number 10 in the cell right of the cell labeled % after threshold. The monthly incentive fee will be calculated automatically each month.

EXHIBIT 2



PARKING
BALTIMORE CITY
AUTHORITY

Contact: David G. Rhodes Esq.
Tel. No.: 443-573-2800 Ext. 807

TO: HONORABLE PRESIDENT AND MEMBERS OF
THE BOARD OF ESTIMATES

FROM: Pete Little, Executive Director
Baltimore City Parking Authority

DATE: June 4, 2009

SUBJECT: Approval of Parking Garage Management Contract

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

The Baltimore City Parking Authority ("PABC") requests authority from The Board of Estimates to enter into a Parking Facilities Operations and Management Agreement with the partnership of LAZ Parking Mid-Atlantic Inc. and PMS Parking Inc. for the management of the four (4) facilities known as the Marina Garage, the West Street Garage, Lot 33 and Lot O.

570722 570718 570718 570717

AMOUNT OF MONEY AND SOURCE OF FUNDS:

CITY DYNAMICS ACCOUNTS

West Street & Lot 33 (combined fees and expenses)

Year 1	Year 2	Year 3	Year 4
\$ 18,293.00	\$ 25,158.00	\$ 26,317.00	\$ 27,105.00
\$ 273,715.00	\$ 278,367.00	\$ 281,799.00	\$ 286,100.00
\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
\$ 328,008.00	\$ 339,525.00	\$ 344,116.00	\$ 349,205.00

2076-000000-2320-254000-603026 - Mgt. & Incentive Fees
2076-000000-2320-254000-603016 - Operating Expenses
2076-000000-2320-254000-603038 - Security Expenses
TOTALS

Marina Garage

Year 1	Year 2	Year 3	Year 4
\$ 21,370.00	\$ 21,954.00	\$ 28,020.00	\$ 27,811.00
\$ 278,129.00	\$ 288,033.00	\$ 290,765.00	\$ 297,937.00
\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00
\$ 332,499.00	\$ 342,987.00	\$ 351,785.00	\$ 358,748.00

2076-000000-2320-253800-603026 - Mgt. & Incentive Fees
2076-000000-2320-253800-603016 - Operating Expenses
2076-000000-2320-253800-603038 - Security Expenses
TOTALS

Lot 'O' - Ostend Street

Year 1	Year 2	Year 3	Year 4
\$ 3,900.00	\$ 4,750.00	\$ 5,500.00	\$ 6,000.00
\$ 15,223.00	\$ 15,283.00	\$ 15,343.00	\$ 15,403.00
\$ 19,123.00	\$ 20,033.00	\$ 20,843.00	\$ 21,403.00

2075-000000-5800-408000-603026 - Mgt. & Incentive Fees
2075-000000-5800-408000-603016 - Operating Expenses
TOTALS

2011

REQUIREMENT:

To obtain experienced parking facility management and operations with a garage management company for these City-owned facility.

BACKGROUND/EXPLANATION:

Baltimore City, through the PABC and other contracting agencies (prior to the PABC's existence), has contracted with various management companies for the management of parking facilities owned by the City. The PABC is responsible for the management, supervision and auditing of those contractual relationships.

The Parking Authority solicited proposals from parking management firms for the operation of the Marina Garage, the West Street Garage, Lot 33 and Lot O as a group or "Block". Seven proposals were received in response to the RFP. The proposals were reviewed by a three-person independent panel made up of: Colin Tarbert, Senior Economic Development Officer, Baltimore Development Corporation, Melissa Fulton, Baltimore City Department of MBE/WBE Development, and Tom Jacobs, Baltimore City Department of Real Estate.

The evaluation criteria that were provided to the management firms as a part of the RFP were utilized by the panel of review in scoring the proposals. The panel scored each proposal and ranked the proposals according to their relative scores. The firms that submitted the three top scoring proposals were invited by the panel of review to give brief presentations on their firm, and answer outstanding questions on their proposal. The panel of review then revisited and finalized their rankings.

After the evaluation and ranking was completed by the panel of review, the required M/WBOO package submitted as a part of each proposal was taken to the M/WBOO office for the top scoring proposal, where it was evaluated for compliance with the City's Minority and Women's Business Program requirements.

The top ranking M/WBOO compliant proposal was then recommended to the Parking Authority Board of Directors who accepted the recommendation of the panel. The top ranking M/WBOO compliant proposal was submitted by LAZ/PMS.

Thus, the PABC requests authority from The Board of Estimates to enter into this new management contract.

MBE/WBE PARTICIPATION:

LAZ/PMS has committed to comply with all terms and conditions of the Minority and Women's Business Program in accordance with Article 5, Subtitle 28 of the Baltimore City Code (Edition 2000). The Minority and Women's Business Opportunity Office set the following MBE and WBE participation goals for this requirement: **MBE 27.0%; WBE 10.0%.**

Respectfully submitted.



Pete Little, Executive Director
Baltimore City Parking Authority

APPROVED BY BOARD OF ESTIMATES
JUL - 1 2009

Branca N. Taylor
DATE CLERK

APPROVED FOR FUNDS
DEPARTMENT OF FINANCE

APPROVED FOR FUNDS
JUN 17 2009
BUDGET & MGMT. RESEARCH

Baltimore City Residents First

Certification Statement

Contract Title	Contract Number	Contracting Agency	Bid Due Date
Lot 0, 33, Market E West St. Garage	N/A	PABC	11/13/08

To promote the commitment to utilize *Baltimore City Residents First* to meet its 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 \$24,999.00 or less.

I, Amsale Gebre Abidul, representing PMS and LAZ parking
(Name and Title) (Name of Bidder)
Roy Stoner GM LAZ parking

certify that this contract representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of award to share the workforce plan for this contract. In addition, if there is a need for additional employees, I agree to interview qualified *Baltimore City Residents First*. I agree to submit an Employment Report indicating the number of total workers and number of City residents on payroll as of June 30th and December 31st during each and every year of the contract and at the end of the contract as a condition of release of a final payment or any and all retainage.

Name: Amsale Gebre Title: President
Roy Stoner
 Signature: Amsale Gebre / Roy Stoner Date: G.M LAZ parking
410-783-4197 11/13/08
 Telephone: 410-385-8886 Email: Amsale@pmsparking.com
R.Stoner@LAZparking.com

Rosalind Howard or Susan Tagliaferrro
 Baltimore City Residents First
 Mayor's Office of Employment Development
 3001 East Madison Street
 Baltimore, Maryland 21205
 Phone 410-984-3014. • Fax 410-361-9648
rhoward@oedworks.com
staqliaferrro@oedworks.com
 -or-
BCRF@oedworks.com

Parking Facility Operations and Management Agreement

THIS PARKING FACILITY OPERATIONS AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2009, between

the "Agent":

Baltimore City Parking Authority

Address: Parking Authority of Baltimore City
200 W. Lombard Street, Suite B
Baltimore, Maryland 21201

On behalf of the "Owner":

Mayor and City Council of Baltimore

and the "Operator":

the partnership of:

LAZ Parking Mid-Atlantic, LLC

15 Lewis Street
Hartford, CT 06103
and

PMS Parking Inc.

38 S. Paca Street, Suite 107
Baltimore, MD 21202

for the operation and management of :

The Four (4) Parking Facilities Located at:

Lot O
701 W. Ostend Street
Baltimore, MD 21230

Lot 33
101 Birckhead Street
Baltimore, MD 21230

Marina Garage
402 Key Highway
Baltimore, MD 21230

West Street Garage
40 E. West Street
Baltimore, MD 21230

Hereinafter collectively the "Facilities" or each location a "Facility"

for the Term of Four Years:

Commencement Date: July 1, 2009

Expiration Date: June 30, 2013

in accord with the terms and conditions of this Agreement and the attached Exhibits.

Parking Facility Operations and Management Agreement

THIS PARKING FACILITY OPERATIONS AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into upon the date first written, by and between THE BALTIMORE CITY PARKING AUTHORITY, d/b/a the Parking Authority of Baltimore City (hereinafter referred to as "Parking Authority" or "Agent"), on behalf of the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, and a body politic (hereinafter referred to as "City") and the partnership of LAZ PARKING MID-ATLANTIC, LLC, a Connecticut limited liability company authorized to do business in Maryland, and PMS PARKING, INC. a Maryland corporation (hereinafter referred to collectively as "Operator").

WITNESSETH:

WHEREAS, in the best interests of the City and in furtherance of the Parking Authority's duties, it has initiated a solicitation for the management and operations of off-street, structured parking facilities and has selected the Operator to enter into this Agreement; and

WHEREAS, Operator is skilled in the performance of operation and management of parking facilities, as stated in its Proposal; and

WHEREAS, the Parking Authority requires operation and management of four (4) of its parking facilities, and is desirous of securing the performance of the Operator;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

Section 1. Term of Agreement.

The term of this Agreement shall be for the period identified on the first page of this Agreement, beginning on the date identified as the **Commencement Date**, and ending at midnight on the date identified as the **Expiration Date**, unless sooner terminated as herein provided.

Section 2. Contract Duties.

During the term of this Agreement, Operator shall timely and fully perform all of the contract duties listed herein and set forth in the **Scope Of Work & Standard Operating Procedures** (attached hereto and incorporated herein as **Exhibit A**) (the "Contract Duties"); in a good and workmanlike manner, and in accordance with industry standards established by those engaged in a business similar to that of Operator in performance of the Contract Duties. The Scope of Work is set forth in this Agreement and in the following Exhibits all of which are incorporated herein by reference:

- Exhibit A - Scope Of Work & Standard Operating Procedures
- Exhibit B - Approved Standard Elevator Maintenance Agreement
- Exhibit C - Compensation And Payment Procedures
- Exhibit D - Operator Repair Authorization, Payment and Reimbursement Procedure

- Exhibit E - Insurance Requirements
- Exhibit F - Rules And Regulations For Contracted Service Personnel
- Exhibit G - Facility Operating Pro Forma Budget
- Exhibit H - Monthly Commitments
- Exhibit I - Monthly Reporting Requirements
- Exhibit J - Operator's Commitment to Comply with M/WBE Requirements

Section 3. Operator's Compensation.

For Operator's performance of the Contract Duties, Agent shall pay Operator compensation for each Facility in the form of a Base Management Fee (monthly) and an Incentive Fee (annually), to be billed and paid in accord with Exhibit C - Compensation and Payment Procedures attached hereto and herein incorporated. For purposes of this Agreement, the Operator's Monthly Base Management Fees and Annual Incentive Fees (as those terms are defined herein and in Exhibit C), shall be:

FOR MARINA GARAGE

1. Monthly Base Management Fee: **One Thousand Two Hundred Dollars (\$1,200.00)** for all four contract years.
2. Incentive Fee:

Contract Year 1 **Ten percent (10%) of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the Facility in excess of a threshold of Five Hundred Thousand Dollars (\$500,000.00)**

Contract Year 2 **Ten percent (10%) of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the Facility in excess of a threshold of Five Hundred Fifty Thousand Dollars (\$550,000.00).**

Contract Year 3 **Ten percent (10%) of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the Facility in excess of a threshold of Five Hundred Seventy Five Thousand Dollars (\$575,000.00).**

Contract Year 4 **Ten percent (10%) of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the Facility in excess of a threshold of Six Hundred Fifty Thousand Dollars (\$650,000.00).**

The Incentive fee shall never exceed the yearly aggregate of the Monthly Base Management Fee (which maximum amount is \$14,400.00).

FOR WEST STREET GARAGE AND LOT 33 (FEES COMBINED)

1. Monthly Base Management Fee: **One Thousand Two Hundred Fifty Dollars (\$1,250.00)** for all four contract years.

2. Incentive Fee: **Ten percent (10%)** of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the two Facilities in excess of a threshold of **Seven Hundred Thousand Dollars (\$700,000.00)** for all four contract years.

The Incentive fee shall never exceed the yearly aggregate of the Monthly Base Management Fee (which maximum amount is \$15,000.00).

FOR LOT O

1. Monthly Base Management Fee: **Two Hundred Fifty Dollars (\$250.00)** for all four contract years.
2. Incentive Fee:

Contract Year 1 **Ten percent (10%)** of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the Facility in excess of a threshold of **Fifteen Thousand Dollars (\$15,000.00)**.

Contract Year 2 **Ten percent (10%)** of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the Facility in excess of a threshold of **Twenty Thousand Dollars (\$20,000.00)**.

Contract Year 3 **Ten percent (10%)** of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the Facility in excess of a threshold of **Twenty Thousand Dollars (\$20,000.00)**.

Contract Year 4 **Ten percent (10%)** of Net Revenues (as that term is defined in Exhibit C, ¶ 2.1) generated by the Facility in excess of a threshold of **Twenty Two Thousand Five Dollars (\$22,500.00)**.

The Incentive fee shall never exceed the yearly aggregate of the Monthly Base Management Fee (which maximum amount is \$3,000.00).

Section 4 Invoicing.

Operator shall, by the fifteenth (15th) day of the following month, submit an invoice to Agent for management fees and approved operating expenses, along with the following documents for the preceding month's operations as outlined in **Monthly Reporting Requirements**, attached hereto and incorporated herein as **Exhibit I**.

Agent will make payment, subject to any contractual reductions, of each approved monthly invoice provided by Operator for operating expenses and management fees within thirty (30) days following receipt of the monthly invoice and required accompanying documents. The Agent will also reimburse Operator for certain approved expenses on the basis of the procedures outlined in **Operator Repair Authorization, Payment and Reimbursement Procedure**, attached hereto and incorporated herein as **Exhibit D**.

Section 5 Reports. The Operator shall timely submit the reports as set forth in Exhibit A, Exhibit I and such other reports as may be requested, from time to time, by Agent.

Section 6. Additional Work.

It is understood that, from time to time during the term of this Agreement, Agent may request Operator to perform services or provide materials which are not set forth in the Contract Duties but are related to the services encompassed within the Contract Duties (hereinafter, "Additional Work"). Operator hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Agent shall authorize in writing the scope of such Additional Work for the full performance of said Additional Work. **In the event Operator shall fail to secure such a writing relating to such Additional Work (emergencies excepted), any such work thereafter performed shall be deemed a part of the Contract Duties and Operator shall not be entitled to any additional compensation or reimbursement.** Operator shall secure prior authorization, following the procedures established in Exhibit D.

Section 7. Early Termination.

In addition to termination for the Operator's breach or default under the terms and conditions of this Agreement, or other remedies available at law or in equity, Agent reserves the right to terminate this Agreement, in whole or in part, at any time, and for any or no reason whatsoever, including the convenience of the Agent, with such termination to be effective upon the expiration of thirty (30) days after the Agent gives written notice of the termination to Operator. Such notice shall specify the effective date of early termination. Operator shall receive compensation for all services and Agent - authorized Additional Work actually performed through the said effective date of early termination. Operator shall not be entitled to any compensation with respect to any period after any such early termination. If Agent duly exercises its right to terminate this Agreement as described herein, Agent shall pay to Operator the compensation provided for under Section 3, but only through such date of termination, and (ii) the unpaid unamortized amount of all of Operator's out-of-pocket capital improvement expenditures respecting the Facility, provided that such expenditures were approved in advance by Agent. In no event shall Operator be entitled to payment of unearned and/or future overhead or profit. However, to the extent that Agent-approved capital improvement expenditures of Operator were financed by a lender, at the time of Early Termination, Agent shall assume, either in itself or its agent, the obligations of any financing agreement/lease and shall indemnify and hold Operator harmless from an obligation of that financing agreement/lease.

Section 8. Default and Remedies.

8.1 Default and Cross Default. Any breach of this Agreement by Operator is a default. Operator waives all notice of any such default. Upon the occurrence of any default of this Agreement, Agent may, at its discretion, provide written notice thereof to Operator and may specify the period if any, during which Operator may cure the breach, and the date of termination of this Agreement, if such breach is not cured. No cure period will be provided for any act of bad faith, malfeasance or misuse of funds, and any notice by Agent of a breach of such nature will be accompanied by a date of termination, which may, in Agent's discretion, be effective upon delivery of such notice.

In the event that Operator is in a contractual relationship with Agent and/or City as to any other parking facility, each such other agreement may, at the discretion of the Agent, be deemed to be in default as a result of a default of this Agreement, and vice-versa, this Agreement may be deemed in default as a result of any default in any other such agreement. Any default of this Agreement or any other such breach of contractual obligations, will entitle Agent or the City to terminate this or any other such agreement, at any time thereafter, upon three (3) days prior written notice.

8.2 Rights Upon Default. The Agent shall have the right to terminate this Agreement for any default. Upon default, subject to any reductions as herein provided, the Operator shall only be entitled to be paid that compensation actually earned through the date of termination and shall not be entitled to any unearned or anticipated overhead or profit. In addition to the right of Agent to terminate this Agreement for any grounds set forth in this Agreement, City and Agent shall have all rights and remedies available at law or in equity, including the right to setoff, and may seek recovery of any damages incurred as a result of a breach or default. Regardless of whether the Agent seeks to terminate this Agreement for default, Agent shall be entitled to deduct from any payment claimed due to the Operator for compensation and/or reimbursement, all costs necessary to cure any breach of this Agreement by Operator.

8.3 Cure of Operator's Default. If Operator shall default in the performance of the Contract Duties or any other duty imposed upon Operator hereunder, Agent may (but shall not be required to), without notice to Operator and with or without terminating this Agreement, cure and rectify such defaults and either (1) deduct the reasonable cost of cure and rectification from compensation due to Operator hereunder or (2) directly bill Operator for such reasonable costs.

8.4 No Liens. Operator shall neither suffer nor permit the attachment of any liens upon the Facility as a direct or indirect result of Operator's performance of the Contract Duties.

8.5 Force Majeure.

a. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material person, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: i.) acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; ii.) changes in applicable laws; war, rebellion, sabotage or riots; iii.) floods, unusually severe weather that could not reasonably have been anticipated; and iv.) fires, explosions, or other catastrophes; or other similar occurrences.

b. Notwithstanding any other provision of this Section 8.5, even though the performance of Operator or a subcontractor or delivery of equipment or materials by a material person is delayed by an unforeseen event or occurrence beyond the control of Operator, Operator hereby agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Operator fails to secure available alternate sources of services, equipment or materials, Agent is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Operator under this Agreement

to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Operator shall not be paid any additional compensation by Agent due to an unforeseen or uncontrollable event or occurrence of the type described in this **Section 8.5**.

c. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this Section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the scope of this **Section 8.5**. It will then be reviewed by the non-claiming party and a written response with determination will be provided by the non-claiming party; such determination shall be binding on the parties.

d. Operator's inability to secure sufficient funds to fulfill the Contract Duties will not constitute an act of Force Majeure or an event beyond Operator's control.

Section 9. Minority/Women's Business Enterprises.

Operator agrees to comply with the City of Baltimore's Minority and Women's (M/WBE) Business Enterprises Program as currently adopted and modified from time-to-time during the term of the Agreement. The Operator agrees to review its operating budget for the Facility on or before December 31st of each year during the term of this Agreement, and report its M/WBE utilization over the previous twelve months or portion thereof and to submit a listing of City Certified Minority and Women's' Business Enterprises that Operator will utilize in the performance of its Contract Duties based on the percentages as established from time-to-time by the City. The Operator understands and agrees that the current percentage allocation to MBE's under this contract is established at twenty seven percent (27.0%) and for WBE's ten percent (10.0%), both of which are the minimum allocations. Operator's commitment to comply with the City of Baltimore's Minority and Women's (M/WBE) Business Enterprises Program is attached hereto as **Exhibit 'J'**. Operator agrees to report the M/WBE participation annually or as requested by Agent.

Section 10. Relationship of Parties.

Operator is retained by Agent only for the purpose and to the extent set forth herein and Operator's relationship with Agent shall, during the entire term of this Agreement, be that of independent contractor so that neither Operator, nor any employee, servant, officer, director or shareholder of Operator, shall be deemed an agent, servant or employee of City or Agent.

Section 11. Insurance.

Operator shall maintain insurance for this facility in the amounts, types of coverage and upon the terms identified in **Insurance**, attached hereto and incorporated herein as **Exhibit 'E.'** The Baltimore City Parking Authority, and the Mayor and City Council of Baltimore shall be listed as "Additional Insureds" on all such insurance.

Section 12. Indemnification.

Operator shall defend, indemnify and hold harmless City, Agent and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties,

including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with:

- (a) Operator's performance of (or failure to perform) the Contract Duties;
- (b) a violation of any laws or any negligence, gross negligence or willful misconduct by Operator or its affiliates, agents, subcontractors or employees during performance of the Contract Duties; and/or
- (c) a breach of this Agreement by Operator or any of its affiliates, agents, subcontractors or employees.

The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

Except as may be otherwise provided by applicable law or any governmental authority, Agent's or City's right to indemnification under this section shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than gross negligence or willful misconduct) of Agent or City or any employee of Agent or City who contributed or may be alleged to have contributed thereto.

Section 13. Damage Limitation

In no event shall City or Agent be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Operator and/or its affiliates, subcontractors, Operators or employees in connection with this Agreement.

Section 14. Liquidated Damages

In the event the Operator fails to deposit all revenues into the City's Account on the following business day as required, the Operator shall pay the City, from the Operator's own funds and not from funds in the City Account, the amount that the Operator failed to deposit plus, as liquidated damages, One Hundred Fifty Dollars (\$150.00) per day for each day such deposit that has not been made and for each day the validated deposit slips were not delivered to PABC offices. The parties agree that the amount of liquidated damages specified herein is not in the nature of a penalty but a reasonable estimate of damages whose actual value would be difficult or impossible to calculate. In addition, Operator shall pay to Agent, Five Hundred Dollars (\$500.00) per day per occurrence, and as determined by Agent, liquidated damages for the following infractions (which shall also be considered a breach of this Agreement subject to the all remedies of default herein specified and existing at law or equity):

- a. failure to provide the appropriate staffing, including supervisory and management personnel pursuant to the terms and conditions of this Agreement; or
- b. failure to provide accurate daily, weekly and/or monthly financial reports, damage claims, incident reports pursuant to the terms and conditions of this Agreement; or

- c. failure to report the MBE/WBE participation annually or as requested by Agent; or
- d. failure to open the facility on time pursuant to the terms and conditions of this Agreement.

Section 15. Assignment and Delegation.

15.1 Operator shall be absolutely prohibited from assigning this Agreement or delegating or subcontracting any of the Contract Duties (or any right, obligation or performance of Operator hereunder), it being agreed that the services to be performed hereunder are personal in nature. Any attempted assignment or delegating of this Agreement or any delegation or subcontracting of any Contract Duties or Additional Work without Agent's prior written consent, which may be withheld in Agent's sole and absolute discretion, shall be void and of no force and effect.

15.2 Agent may assign this Agreement, at any time, in its sole and absolute discretion, to Agent's nominee by giving Operator written notice of same, which notice shall specify the assignee and effective date of assignment.

Section 16. Notices.

Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Agent: Baltimore City Parking Authority
200 W. Lombard, Suite B
Baltimore, MD 21201
Attn: Executive Director

with a copy to: Baltimore City Parking Authority
c/o Mayor and City Council of Baltimore
100 Holliday Street
Baltimore, MD 21202
Attn: Director of Finance

If to Operator: PMS Parking, Inc.
38 S. Paca Street, Suite 107
Baltimore, MD 21201
Attn: Amsale Geletu

with a copy to: LAZ Parking Mid-Atlantic, LLC
300 E. Lombard Street, Suite 1475
Baltimore, MD 21202

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided.

Section 17. No Waiver.

Failure of Agent at any time to require performance by Operator of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by Agent of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

Section 18. Severability.

If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.

Section 19. Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its conflicts of laws rules. Agent and Operator agree that any action at law or in equity arising out of or relating to this Agreement shall be filed and adjudicated only in the federal or state courts located in Baltimore City, Maryland, and consent to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of this Agreement.

Section 20. Time of Essence.

Operator acknowledges that time is of the essence in regard to its performance under this Agreement.

Section 21. Favorable Standing.

As a condition precedent to entering into this Agreement, Operator's business and operating plan for the Facility were reviewed by the Agent. Operator was deemed to have satisfactory references, a favorable financial standing in the business community, and was current in its obligations to the City and its Agent. Operator agrees to maintain its favorable operating and financial standing, and to utilize the best-in-class practices with respect to its operations of the Facility.

Section 22. Survival.

The provisions of this Agreement shall survive the expiration or early termination of this Agreement.

Section 23. Signature Authority and Board of Estimates Approval.

23.1 The individual executing this Agreement on behalf of Operator personally certifies and warrants that by his or her execution hereof, this Agreement shall be legally binding on and enforceable against Operator.

23.2 The Operator understands and agrees that this Agreement is expressly conditioned upon the approval of the Baltimore City Board of Estimates and until such approval is received and the Agreement executed on behalf of the City and the Board of Estimates, it is of no force or effect.

Section 24. Entire Agreement

24.1 This Agreement constitutes the entire agreement between the parties with respect to the Contract Duties and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

24.2 Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto or their duly authorized agents or representatives.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed, sealed and delivered the day and year first above written.

ATTEST/WITNESS:

By: [Signature]

AGENT:

By: [Signature] (SEAL)
Peter Little, Executive Director
Baltimore City Parking Authority

ATTEST/WITNESS:

By: [Signature]

OPERATOR:

By: [Signature] 6/17/09 (SEAL)
Marilyn [Name], LAZ Parking Mid-Atlantic, LLC

ATTEST/WITNESS:

By: [Signature]

OPERATOR:

By: [Signature] (SEAL)
[Name], PMS Parking, Inc.

Approved as to form and legal sufficiency this 17th day of June, 2009.

Michael Schuck
Assistant City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

By: [Signature]
Date: JUL - 1 2009, 2009

This Being page 12 of 12 of a Parking Facilities Operations and Management Agreement between the Parking Authority of Baltimore City and LAZ-PMS.

EXHIBIT 3



PARKING
OF BALTIMORE CITY
AUTHORITY

Contact: Nichelle Bolden
Tel. No.: 443-573-2824

TO: HONORABLE PRESIDENT AND MEMBERS OF
THE BOARD OF ESTIMATES

FROM: Pete Little, Executive Director
Parking Authority of Baltimore City *P. Little*

DATE: October 30, 2014

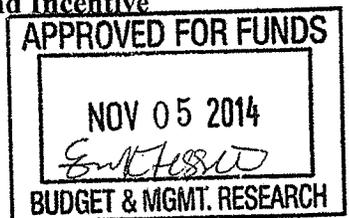
SUBJECT: Approval of Parking Facility Operations and Management Agreement

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

The Parking Authority of Baltimore City ("Parking Authority") requests ratification from the Board of Estimates of a Parking Facility Operations and Management Agreement (the "Agreement") with PMS Parking Inc. ("PMS") for one year at the Caroline Street Garage ("Garage").

AMOUNT OF MONEY AND SOURCE OF FUNDS:

<u>Amount</u>	<u>Account Number</u>	
\$ 214,874.00	2075-000000-2321-408200-603016	Maintenance and Repair
\$ 64,872.00	2075-000000-2321-408200-603026	Management and Incentive
\$ 4,000.00	2075-000000-2321-408200-603038	Security
<u>\$ 283,746.00</u>	<u>Total</u>	



BACKGROUND/EXPLANATION:

This Agreement is coming to this Honorable Board for ratification because an unanticipated bid was submitted during the procurement process that would have provided a new contract for the Garage in a timely manner. The unanticipated bid caused the new contract to be withheld from this Board and caused the Parking Authority to seek this one year contract with the current facility manager to allow for procurement of a new contract through a competitive bid process.

The Parking Authority put the operation of the Garage out to bid, with two additional garages under a single contract, in March of 2014. The Parking Authority received five bids and the Parking Authority Board of Directors recommended approval of the contract with a new vendor. A contract with the new vendor was prepared and approved by the City's Law Department. As the contract was obtaining preliminary approvals prior to submission to the Board of Estimates in June, the unanticipated bid was scrutinized by the Administration which requested additional

review by the Law Department. The Law Department determined that rebidding the contract was warranted. The Parking Authority did not submit the Agreement to this Honorable Board and forwarded a new request for procurement to the City's Purchasing Agent in July.

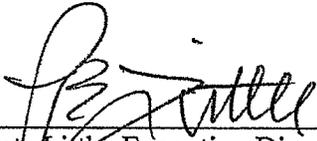
PMS has provided quality management services, and the Parking Authority believes that maintaining PMS as the operator of the Garage for one year until the procurement process is completed will be beneficial to the City.

Thus, the PABC requests approval from The Board of Estimates of this Parking Facility Operations and Management Agreement.

MBE/WBE PARTICIPATION:

Approved

Respectfully submitted,



Pete Little, Executive Director
Parking Authority of Baltimore City

APPROVED BY BOARD OF ESTIMATES

**APPROVED FOR FUNDS
DEPARTMENT OF FINANCE**

NOV 12 2014

DATE

CLERK



Caroline Street Garage FY 2015 Extension Budget

	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Total
Revenue													
Monthly Revenue	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 276,000
Transient Revenue	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 312,000
Event Revenue	\$ 2,000		\$ 15,000	\$ 15,000	-	-		-			-	-	\$ 32,000
Total Revenue	\$ 51,000	\$ 49,000	\$ 64,000	\$ 64,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 620,000
Parking Tax at 20%	8,500	\$ 8,167	\$ 10,667	\$ 10,667	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 103,333
Gross Revenue	\$ 42,500	\$ 40,833	\$ 53,333	\$ 53,333	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 516,667
Expenses													
Payroll	\$ 8,691	\$ 8,691	\$ 8,691	\$ 13,036	\$ 8,691	\$ 8,691	\$ 8,691	\$ 8,691	\$ 8,691	\$ 8,691	\$ 13,036	\$ 8,691	\$ 112,979
Payroll - Event			\$ 1,000	\$ 1,000									\$ 2,000
Payroll Taxes and Benefits	\$ 1,999	\$ 1,999	\$ 1,999	\$ 2,998	\$ 1,999	\$ 1,999	\$ 1,999	\$ 1,999	\$ 1,999	\$ 1,999	\$ 2,998	\$ 1,999	\$ 25,985
Supplies (Tickets, Cleaning & Office Supplies)	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 4,800
Uniforms	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 540
Landscaping	\$ 50	\$ 50	\$ 50	\$ 50						\$ 100	\$ 100	\$ 50	\$ 450
Repair and Maintenance	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
Elevator PM	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 9,600
Sweeping & Pressure Washing			\$ 7,000										\$ 7,000
Signs Package	\$ 500						\$ 500						\$ 1,000
Snow Removal						\$ 1,000	\$ 2,000	\$ 2,000				\$ 500	\$ 5,500
Sanitation	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 1,560
Liability Insurance	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 10,920
Phone (Phone, DSL, and Cell)	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 2,340
Secret Shopper	\$ 150		\$ 150		\$ 150		\$ 150		\$ 150		\$ 150		\$ 900
Payroll Processing	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 900
Credit Card/Bank Fees	\$ 2,040	\$ 1,960	\$ 2,560	\$ 2,560	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 24,800
Subtotal Expenses	\$ 16,285	\$ 15,555	\$ 24,305	\$ 22,499	\$ 15,655	\$ 16,505	\$ 18,155	\$ 17,505	\$ 15,655	\$ 15,605	\$ 21,099	\$ 16,055	\$ 214,874
Security/Off Duty Police			\$ 2,000	\$ 2,000									\$ 4,000
Mgmt Fee & Incentive Fee													
Incentive Fee	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 32,436
Base Management Fee	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 32,436
Subtotal Mgmt Fee & Incentive	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 64,872
Total Expenses	\$ 21,691	\$ 20,961	\$ 31,711	\$ 29,905	\$ 21,061	\$ 21,911	\$ 23,561	\$ 22,911	\$ 21,061	\$ 21,011	\$ 26,505	\$ 21,461	\$ 283,746
Net Income	\$ 42,500	\$ 40,833	\$ 53,333	\$ 53,333	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 232,920
	Legacy Account		Contract Extension				City Dynamics Account						
Management & Incentive Fees	2075-580-050-00-326		\$ 64,872				2075-000000-2321-408200-603026						
Security	2075-580-050-00-338		\$ 4,000				2075-000000-2321-408200-603038						
Maintenance and Repair	2075-580-050-00-316		\$ 214,874				2075-000000-2321-408200-603016						
Total			\$ 283,746										

**MINORITY AND WOMEN'S BUSINESS OPPORTUNITY OFFICE
MBE AND WBE PARTICIPATION COMPLIANCE REVIEW**

To (Agency): Parking Authority of Baltimore City

Contract Number & Title: Caroline Street Garage Management

MBE Goal: 17%

WBE Goal: 9%

Contractor: PMS Parking, Inc.

Total Contract Amount: \$49,870.00

MBE/WBE Firms	Dollar Amount	Percentage
MBE: TE Jeff, Inc.	\$ 5,500.00	11.03%
Watkins Security Agency, Inc.	<u>4,000.00</u>	<u>8.02%</u>
Total MBE:	\$9,500.00	19%
WBE: The Fireline Corporation	\$ 500.00	1.00%
Sign Solutions, Inc. dba Sign-A-Rama	1,000.00	2.00%
Sue-Ann's Office Supply, Inc.	<u>3,000.00</u>	<u>6.00%</u>
Total WBE:	\$4,500.00	9%

Compliant

Non-Compliant

Comments:

Engling 10/22/14
Analyst Date

Thomas B. Day 10/22/14
Chief, MWBOO Date

Parking Facility Operations and Management Agreement

THIS PARKING FACILITY OPERATIONS AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2014, between

the "Agent":

Baltimore City Parking Authority

Address: Parking Authority of Baltimore City
200 W. Lombard Street, Suite B
Baltimore, Maryland 21201

On behalf of the "Owner":

Mayor and City Council of Baltimore

and the "Operator":

PMS Parking Inc.
38 S. Paca Street, Suite 107
Baltimore, MD 21202

for the operation and management of :

The Parking Facility Located at:

Caroline Street Garage
805 S. Caroline Street
Baltimore, MD 21202

Hereinafter the "Facility"

for the Term of One Year:

Commencement Date:

July 1, 2014

Expiration Date:

June 30, 2015

in accordance with the terms and conditions of this Agreement and the attached Exhibits.

Parking Facility Operations and Management Agreement

THIS PARKING FACILITY OPERATIONS AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into upon the date first written, by and between **THE BALTIMORE CITY PARKING AUTHORITY**, d/b/a the Parking Authority of Baltimore City (hereinafter referred to as "Parking Authority" or "Agent"), on behalf of the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, and a body politic (hereinafter referred to as "City") and **PMS PARKING, INC.** a Maryland corporation (hereinafter referred to collectively as "Operator").

WITNESSETH:

WHEREAS, Operator is skilled in the operation and management of parking facilities; and

WHEREAS, the Parking Authority requires operation and management of its parking facility, and is desirous of securing the performance of the Operator.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

Section 1. Term of Agreement.

The term of this Agreement shall be for the period identified on the first page of this Agreement, beginning on the date identified as the **Commencement Date**, and ending at midnight on the date identified as the **Expiration Date**, unless sooner terminated as herein provided.

Section 2. Contract Duties.

During the term of this Agreement, Operator shall timely and fully perform all of the contract duties listed herein and set forth in the **Scope Of Work & Standard Operating Procedures** (attached hereto and incorporated herein as **Exhibit A**) (the "Contract Duties"), in a good and workmanlike manner, and in accordance with industry standards established by those engaged in a business similar to that of Operator in performance of the Contract Duties. The Contract Duties are further set forth in the following Exhibits all of which are incorporated herein by reference and made a part hereof:

Exhibit A	-	Scope of Work & Standard Operating Procedures
Exhibit B	-	Approved Standard Elevator Maintenance Agreement
Exhibit C	-	Compensation and Payment Procedures
Exhibit D	-	Operator Repair Authorization, Payment and Reimbursement Procedure
Exhibit E	-	Insurance Requirements
Exhibit F	-	Rules and Regulations For Contracted Service Personnel
Exhibit G	-	Facility Operating <u>Pro Forma</u> Budget
Exhibit H	-	intentionally omitted
Exhibit I	-	Monthly Reporting Requirements
Exhibit J	-	Operator's Commitment to Comply with M/WBE Requirements

Section 3. Operator's Compensation.



PARKING
OF BALTIMORE CITY
AUTHORITY

Contact: Nichelle Bolden
Tel. No.: 443-573-2824

TO: HONORABLE PRESIDENT AND MEMBERS OF
THE BOARD OF ESTIMATES

FROM: Pete Little, Executive Director
Parking Authority of Baltimore City *P. Little*

DATE: October 30, 2014

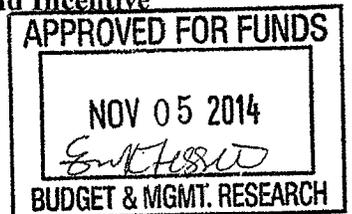
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\$ 64,872.00	2075-000000-2321-408200-603026	Management and Incentive
\$ 4,000.00	2075-000000-2321-408200-603038	Security
<u>\$ 283,746.00</u>	<u>Total</u>	



BACKGROUND/EXPLANATION:

This Agreement is coming to this Honorable Board for ratification because an unanticipated bid was submitted during the procurement process that would have provided a new contract for the Garage in a timely manner. The unanticipated bid caused the new contract to be withheld from this Board and caused the Parking Authority to seek this one year contract with the current facility manager to allow for procurement of a new contract through a competitive bid process.

The Parking Authority put the operation of the Garage out to bid, with two additional garages under a single contract, in March of 2014. The Parking Authority received five bids and the Parking Authority Board of Directors recommended approval of the contract with a new vendor. A contract with the new vendor was prepared and approved by the City's Law Department. As the contract was obtaining preliminary approvals prior to submission to the Board of Estimates in June, the unanticipated bid was scrutinized by the Administration which requested additional

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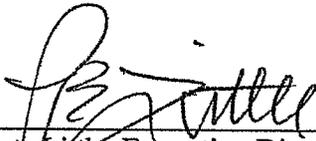
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Thus, the PABC requests approval from The Board of Estimates of this Parking Facility Operations and Management Agreement.

MBE/WBE PARTICIPATION:

Approved

Respectfully submitted,



Pete Little, Executive Director
Parking Authority of Baltimore City

APPROVED BY BOARD OF ESTIMATES

**APPROVED FOR FUNDS
DEPARTMENT OF FINANCE**

NOV 12 2014

DATE

CLERK



Caroline Street Garage FY 2015 Extension Budget

	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Total
Revenue													
Monthly Revenue	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 276,000
Transient Revenue	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 312,000
Event Revenue	\$ 2,000		\$ 15,000	\$ 15,000	-	-		-			-	-	\$ 32,000
Total Revenue	\$ 51,000	\$ 49,000	\$ 64,000	\$ 64,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	\$ 620,000
Parking Tax at 20%	8,500	\$ 8,167	\$ 10,667	\$ 10,667	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$103,333
Gross Revenue	\$ 42,500	\$ 40,833	\$ 53,333	\$ 53,333	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 516,667
Expenses													
Payroll	\$ 8,691	\$ 8,691	\$ 8,691	\$ 13,036	\$ 8,691	\$ 8,691	\$ 8,691	\$ 8,691	\$ 8,691	\$ 8,691	\$ 13,036	\$ 8,691	\$ 112,979
Payroll - Event			\$ 1,000	\$ 1,000									\$ 2,000
Payroll Taxes and Benefits	\$ 1,999	\$ 1,999	\$ 1,999	\$ 2,998	\$ 1,999	\$ 1,999	\$ 1,999	\$ 1,999	\$ 1,999	\$ 1,999	\$ 2,998	\$ 1,999	\$ 25,985
Supplies (Tickets, Cleaning & Office Supplies)	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 4,800
Uniforms	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 540
Landscaping	\$ 50	\$ 50	\$ 50	\$ 50						\$ 100	\$ 100	\$ 50	\$ 450
Repair and Maintenance	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
Elevator PM	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 9,600
Sweeping & Pressure Washing			\$ 7,000										\$ 7,000
Signs Package	\$ 500					\$ 500							\$ 1,000
Snow Removal					\$ 1,000	\$ 2,000	\$ 2,000					\$ 500	\$ 5,500
Sanitation	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 130	\$ 1,560
Liability Insurance	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 910	\$ 10,920
Phone (Phone, DSL, and Cell)	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 2,340
Secret Shopper	\$ 150		\$ 150		\$ 150		\$ 150		\$ 150		\$ 150		\$ 900
Payroll Processing	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 900
Credit Card/Bank Fees	\$ 2,040	\$ 1,960	\$ 2,560	\$ 2,560	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 1,960	\$ 24,800
Subtotal Expenses	\$ 16,285	\$ 15,555	\$ 24,305	\$ 22,499	\$ 15,655	\$ 16,505	\$ 18,155	\$ 17,505	\$ 15,655	\$ 15,605	\$ 21,099	\$ 16,055	\$ 214,874
Security/Off Duty Police			\$ 2,000	\$ 2,000									\$ 4,000
Mgmt Fee & Incentive Fee													
Incentive Fee	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 32,436
Base Management Fee	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 32,436
Subtotal Mgmt Fee & Incentive	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 5,406	\$ 64,872
Total Expenses	\$ 21,691	\$ 20,961	\$ 31,711	\$ 29,905	\$ 21,061	\$ 21,911	\$ 23,561	\$ 22,911	\$ 21,061	\$ 21,011	\$ 26,505	\$ 21,461	\$ 283,746
Net Income	\$ 42,500	\$ 40,833	\$ 53,333	\$ 53,333	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 232,920
	Legacy Account		Contract Extension				City Dynamics Account						
Management & Incentive Fees	2075-580-050-00-326		\$ 64,872				2075-000000-2321-408200-603026						
Security	2075-580-050-00-338		\$ 4,000				2075-000000-2321-408200-603038						
Maintenance and Repair	2075-580-050-00-316		\$ 214,874				2075-000000-2321-408200-603016						
Total			\$ 283,746										

**MINORITY AND WOMEN'S BUSINESS OPPORTUNITY OFFICE
MBE AND WBE PARTICIPATION COMPLIANCE REVIEW**

To (Agency): Parking Authority of Baltimore City

Contract Number & Title: Caroline Street Garage Management

MBE Goal: 17%

WBE Goal: 9%

Contractor: PMS Parking, Inc.

Total Contract Amount: \$49,870.00

MBE/WBE Firms	Dollar Amount	Percentage
MBE: TE Jeff, Inc.	\$ 5,500.00	11.03%
Watkins Security Agency, Inc.	<u>4,000.00</u>	<u>8.02%</u>
Total MBE:	\$9,500.00	19%
WBE: The Fireline Corporation	\$ 500.00	1.00%
Sign Solutions, Inc. dba Sign-A-Rama	1,000.00	2.00%
Sue-Ann's Office Supply, Inc.	<u>3,000.00</u>	<u>6.00%</u>
Total WBE:	\$4,500.00	9%

Compliant

Non-Compliant

Comments:

Engling 10/22/14
Analyst Date

Thomas B. Day 10/22/14
Chief, MWBOO Date

Parking Facility Operations and Management Agreement

THIS PARKING FACILITY OPERATIONS AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2014, between

the "Agent":

Baltimore City Parking Authority

Address: Parking Authority of Baltimore City
200 W. Lombard Street, Suite B
Baltimore, Maryland 21201

On behalf of the "Owner":

Mayor and City Council of Baltimore

and the "Operator":

PMS Parking Inc.
38 S. Paca Street, Suite 107
Baltimore, MD 21202

for the operation and management of :

The Parking Facility Located at:

Caroline Street Garage
805 S. Caroline Street
Baltimore, MD 21202

Hereinafter the "Facility"

for the Term of One Year: Commencement Date: July 1, 2014
Expiration Date: June 30, 2015

in accordance with the terms and conditions of this Agreement and the attached Exhibits.

Parking Facility Operations and Management Agreement

THIS PARKING FACILITY OPERATIONS AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into upon the date first written, by and between **THE BALTIMORE CITY PARKING AUTHORITY**, d/b/a the Parking Authority of Baltimore City (hereinafter referred to as "Parking Authority" or "Agent"), on behalf of the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, and a body politic (hereinafter referred to as "City") and **PMS PARKING, INC.** a Maryland corporation (hereinafter referred to collectively as "Operator").

WITNESSETH:

WHEREAS, Operator is skilled in the operation and management of parking facilities; and

WHEREAS, the Parking Authority requires operation and management of its parking facility, and is desirous of securing the performance of the Operator.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

Section 1. Term of Agreement.

The term of this Agreement shall be for the period identified on the first page of this Agreement, beginning on the date identified as the **Commencement Date**, and ending at midnight on the date identified as the **Expiration Date**, unless sooner terminated as herein provided.

Section 2. Contract Duties.

During the term of this Agreement, Operator shall timely and fully perform all of the contract duties listed herein and set forth in the **Scope Of Work & Standard Operating Procedures** (attached hereto and incorporated herein as **Exhibit A**) (the "Contract Duties"), in a good and workmanlike manner, and in accordance with industry standards established by those engaged in a business similar to that of Operator in performance of the Contract Duties. The Contract Duties are further set forth in the following Exhibits all of which are incorporated herein by reference and made a part hereof:

- Exhibit A - Scope of Work & Standard Operating Procedures
- Exhibit B - Approved Standard Elevator Maintenance Agreement
- Exhibit C - Compensation and Payment Procedures
- Exhibit D - Operator Repair Authorization, Payment and Reimbursement Procedure
- Exhibit E - Insurance Requirements
- Exhibit F - Rules and Regulations For Contracted Service Personnel
- Exhibit G - Facility Operating Pro Forma Budget
- Exhibit H - intentionally omitted
- Exhibit I - Monthly Reporting Requirements
- Exhibit J - Operator's Commitment to Comply with M/WBE Requirements

Section 3. Operator's Compensation.

EXHIBIT 4

Children injured in head-on crash in Midwest City (/article/5425168?article_breaking_banner=1)

Audit finds nearly \$420,000 missing from Oklahoma City parking fees

by William Crum (/more/William Crum) (<https://plus.google.com/102245874363516773418?rel=author>) Modified: June 2, 2015 at 11:24 am · Published: June 2, 2015

A Republic Parking System employee stole nearly \$420,000 between 2012 and 2014 from city of Oklahoma City parking receipts, according to an audit.

The employee, who was not identified, stole nearly \$284,000 in 2014 alone, the 21-page audit report says.

Covering the 2013-14 fiscal year, the audit documents numerous failures by Central Oklahoma Transportation and Parking Authority (COTPA) and city Public Transportation and Parking Department managers who were responsible for contract oversight.

Jason Ferbrache, the city's parking director, said the thief is not a COPTA or city employee "and the funds that were taken were revenues of the parking system."

No tax dollars were involved, Ferbrache said.

Auditors said Republic Parking System filed a police report, but a police spokeswoman said Monday a search did not immediately turn up a report.

Republic's general manager in Oklahoma City, Joe McKibbin, referred questions to the company's west region vice president, Brian Kern, who has an office in Denver.

Kern did not respond to a voicemail message or email.

About the audit

Led by City Auditor Jim Williamson, the four-member audit team found the city's administration of the management contract with Republic was inadequate and ineffective, and had been for some time before the audit was conducted.

Auditors recommended the authority seek \$430,241 from Republic — \$419,648 for the stolen parking receipts, \$3,974 for "duplicate and unreasonable" mileage claims, \$5,028 for unallowable and undocumented expenses and \$1,591 for improper claims for vehicle damage.

Three-year contract

According to the audit, Republic has a three-year contract with the city to manage downtown off-street parking on surface lots and in five garages, including the new Arts District garage.

City records show the system managed by Republic generated gross revenue of \$7.4 million in 2013-14, the audit said.

Continue reading this story on the...

Next Page » (/audit-finds-nearly-420000-missing-from-oklahoma-city-parking-fees/article/5424555/?page=2)

CHILDREN Children injured in head-on crash in Midwest City (/article/5425168?article_breaking_banner=1)

Audit finds nearly \$420,000 missing from Oklahoma City parking fees

by William Crum (/more/William Crum) (<https://plus.google.com/102245874363516773418?rel=author>) Modified: June 2, 2015 at 11:24 am • Published: June 2, 2015

Republic's contract provides for an annual management fee of \$48,000, with incentive bonuses of up to \$12,000 per quarter. Republic is reimbursed monthly for operating expenses; those expenses totaled \$2.4 million in 2013-14, according to the audit.

Besides the theft of parking receipts, the audit found inadequacies in the contract that cost the city potential revenue.

The auditors found 17.3 percent of the 194,308 parking entry tickets went uncollected in 2013-14 — in other words, nearly one out of five non-monthly parkers who entered a garage left without paying.

They said 63.1 percent of tickets issued at the Cox Convention Center garage went uncollected.

Exceeded budget

The auditors said Republic exceeded its proposed budget by nearly \$161,000 in fiscal 2014.

In reviewing explanations in monthly operating reports, “we found that many explanations stated that ‘budget projections were not accurate’ and ‘expenses exceeded budget,’” they wrote, adding the explanations failed to give sufficient detail to justify spending.

Auditors even found differences in the contract agreed to by Republic and the contract approved by the COTPA board.

Republic and parking department staff agreed to contract changes including expanding the class of Republic expenses that were reimbursable, after the contract was approved by the board, they said.

Theft uncovered

Thefts of parking receipts amounted to \$80,571 in calendar 2012, \$55,303 in 2013, and \$283,774 in 2014, the auditors said.

After running a random sample of reports and deposits, the auditors found two missing deposits from April 8, 2014, which totaled \$1,233.

The auditors said a subsequent investigation revealed a Republic Parking System employee “was failing to deposit funds.”

The auditors made 20 recommendations for corrective action.

In a May 12 memo to Williamson, Ferbrache said managers agreed with all of the recommendations and that steps to implement them had already begun.

« Previous Page (/audit-finds-nearly-420000-missing-from-oklahoma-city-parking-fees/article/5424555/?page=1)

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM PMS PARKING, INC.

A SUPPLEMENTAL PROTEST WAS RECEIVED FROM ALEXANDER AND CLEAVER REPRESENTING PMS PARKING, INC.

- 3. B50004026, Management Republic Parking (\$ 5,400.00)
of Parking Garages - System
Group III
(Parking Authority of
Baltimore City)

MBE:	Xecutive Security Investigations, Inc.	\$ 96,000.00	14.3%
WBE:	Clean and Clean Services, Inc.	\$ 17,500.00	2.6%
	AJ Stationers, Inc.	4,756.92	0.7%
		<u>\$ 22,256.92</u>	<u>3.3%</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM PMS PARKING, INC.

A SUPPLEMENTAL PROTEST WAS RECEIVED FROM ALEXANDER AND CLEAVER REPRESENTING PMS PARKING, INC.

- 4. B50004083, Crane Pollock Research \$ 200,000.00
Inspection and Code and Design, Inc.
Deficiency Repair d/b/a Reading Crane
and Engineering Co.

(Department of Public Works)

MWBOO GRANTED A WAIVER.

MINUTES

Department of Public Works/Office of Eng. & Constr. (DPW)

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW - cont'd

5. B50004068, John Deere Finch Services, \$ 125,980.00
Gators Incorporated

(Dept. of General Services)

MWBOO GRANTED A WAIVER.

6. W.C. 1295, Towson The Whiting-Turner \$6,979,000.00
Generator and Main Contracting Co.,
Substation Inc.

MWBOO SET GOALS OF 27% MBE AND 8% WBE.

MBE: Native Sons, Ltd.	\$2,000,000.00	28.65%
WBE: Plexus Installations, Inc.	\$ 500,000.00	7.16%
William T. King, Inc.	45,000.00	0.64%
Sunrise Safety Services, Inc.	15,000.00	0.21%
Total	\$ 560,000.00	8.01%

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM BRADLEY ARANT BOULT CUMMINGS REPRESENTING CIANBRO CORPORATION.

7. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$9,475,437.08	9960-907713-9558	
County Appro-	Constr. Res.	
riations	Towson Finished	
85,792.92	Water Reservoir	
Water Revenue	" "	
Bonds		
\$9,561,230.00		

June 22, 2015

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

Re: Amended Protest of Award of Water Contract Number 1295 for Towson Generator and Main Substation
Protesting Party: Cianbro Corporation
Representing Protesting Party: Eric A. Frechtel, Esq., Bradley Arant Boult Cummings LLP

Dear Ms. Taylor:

This firm represents Cianbro Corporation (“Cianbro”), and submits this letter to protest the award of Water Contract Number 1295 for Towson Generator and Main Substation (the “Contract”) by the City of Baltimore (“Baltimore”) to The Whiting-Turner Contracting Company (“WT”). Cianbro has authorized me to represent it at the Board meeting on June 24, 2015.

On April 1, 2015, Baltimore publicly opened bids for the Contract. WT was the apparent low bidder with a total bid price of \$6,979,000.00. Cianbro was the apparent second low bidder with a total bid price of \$7,112,395.00. However, the Contract should be awarded to Cianbro because WT’s bid was not responsive to the bid requirements.

The reason for this protest is that WT’s bid is defective and non-responsive on its face. Specifically, in the following six (6) different places throughout WT’s bid various words and numbers have been whited out with no initial, signature, or explanation:

- (1) on the first page, something in the date of offer section is whited out and the word “April” is written to the right of the whited-out area;
- (2) in bid item 503, the total dollar amount of “15,000.00” is written on top of white-out;
- (3) in the “Total Bid” line, the word “nine” is written on top of white-out;
- (4) on the MBE/WBE and Prime Contractor’s Statement of Intent for Sunrise Safety Services, Inc., the “Subcontract percentage of total contract” is filled in with 0.21% written on top of white-out;

- (5) on the MBE/WBE and Prime Contractor's Statement of Intent for William T. King Inc., the "Subcontract percentage of total contract" is filled in with what appears to be 0.64% written on top of white-out, however the number "6" is malformed and not entirely clear; and, finally,
- (6) on the MBE/WBE Participation Affidavit, at the bottom of the first paragraph the total contract of "6,979,000.00" is written on top of white-out.

See enclosed copy of WT's bid (Exhibit A) – for ease of reference, each area whited out is clouded in red.

The Request for Proposals expressly authorizes the Board to reject bids which show any omissions or alterations to the form. *See* Standard Specifications 00 21 13.1 (incorporated into RFP, Vol. 1 of 2 at SP-1, § II, Item 3), 00 51 00.01 ("The award of the Contract, by the Board of Estimates, if it be awarded, will be made to the lowest pre-qualified responsive and responsible Bidder whose Bid ***complies with all the requirements prescribed***") (emphasis added).

Here, the Board should exercise its authority to reject WT's bid because the alterations on the face of the bid violate the instructions on the bottom of the MBE Statement of Intent page -- submitted, as required, with the RFP -- which state that "ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES." Ex. A at B-5 (emphasis in original). These instructions ensure that the Statement of Intent will accurately represent the subcontract price, and that the parties will meet the MBE participation goal. *See, e.g.,* Baltimore City Code Art. 5, § 28-48 (participation statement, including executed statements of intent, must specify, among other things, "the dollar value of each subcontract" and "any other information the Office requires to determine whether the contract goals have been satisfied").

This Board has rejected bids that failed to comply with this simple instruction, specifically, where contractors have whited out figures and failed to initial the change. Just a few months ago, in March 2015, the Board rejected the bid of plumbing contractor Robert Harrington on a project to replace water meters -- despite his providing the lowest bid -- where the Statement of Intent was whited out and dollar amounts changed without the required signatures. In that case, because the apparent low bid contained "white-outs" that were not initialed, the Board rejected the low bid and awarded the contract to the second low bidder, Metra. During the initial argument of that bid protest, the City Solicitor pointed out:

in terms of prior action by the Board when this . . . issue has been raised about changes being made on the Statement of Intent and the pages and the changes not being initialed the Board has ***consistently and on many occasions*** rejected those bids for that very reason.

Board of Estimates Minutes, Recommendations for Contract Awards/Rejections (hereinafter, "Board Minutes"), 782 (Mar. 18, 2015) (Ex. B).

In August 2013, the Board rejected a bid protest for the award of contract SC 877 ("Enhanced Nutrient Removal Process") where it was alleged the subcontract price was whited

out and changed without initialing the alteration. *See* Board Minutes at 3096-118 (Aug. 14, 2013) (Ex. C). In that protest, the evidence was unclear whether in fact, a change had been made to the bid form and, if so, when it was made. The Board ultimately rejected that protest, but the Board acknowledged that “if a document has a number that is crossed out and replaced by a different number,” the contractor is “typically require[d]” to initial that change. Ex. C at 3100.

In rejecting the Robert Harrington bid, the Board distinguished the “very different situation” in SC 877, because there, the Board had examined photocopied versions of the forms and subcontractors’ signatures. Board Minutes at 871 (Mar. 25, 2015) (Ex. D). In contrast, on the Robert Harrington bid, the Board noted, “you can clearly see the white outs and you can see the numbers, you can’t read every digit of the number replaced, but you can see that numbers were there previously and they were changed by Wite-Out.” *Id.* Following its clear precedent -- which it even recognized in rejecting the SC 877 protest -- the Board rejected Robert Harrington’s protest.

Indeed, the Board has rejected bids for similar failures to adhere to the instructions on the MBE Statement of Intent form. In 2009, the Department of Public Works found a bid non-compliant where the subcontract amount was changed but not initialed by both parties. *See* letter from Doreen Diamond, Contract Administrator, to Pizzagalli Construction Company, dated July 9, 2009 (attached to Supplemental Protest for SC 845 (Potapsco procurement), Board Minutes (Nov. 9, 2011)) (Ex. E). In addition, counsel in the SC 877 bid protest cited a bid that the Board rejected in 2011 because of the bidder’s “unilateral” changes to an MBE Statement of Intent form. Ex. C at 3102.

Here, the Board is faced with a similar situation as the Robert Harrington Bid, because WT has submitted original copies of bid forms where critical numbers were written on top of white-out. Unlike the SC 877 bid, there is no question that WT changed these numbers. *See* Ex. D at 873-74 (noting that unlike SC 877, “[y]ou can clearly see that prior numbers were there and you can tell from the documents that Wite-Out and the changes of those numbers occurred before all the signatures were put on the document.”).

Although the Board has discretion to reject a bid or waive “minor” or “technical” defects, the alterations in WT’s bid are major, material defects. Standard Specifications 00 51 00.01; Baltimore City Code Art. 5, § 28-14(b) (“At its discretion, the Board of Estimates may waive *minor* defects and errors in a bidder’s MBE or WBE submission.”) (emphasis added).

First, the change to the “Subcontract percentage of total contract” on the Statement of Intent forms and Participation Affidavit may no longer reflect the agreed-upon subcontract price. One of the main purposes of the form’s instructions is to prevent the contractor from roping its subcontractors into a preferred price. *See* Ex. D at 884 (“The rule has a purpose which is to avoid creating a situation where the ‘prime’ can basically jam . . . numbers down the throats of ‘subs’ which they really weren’t on board with, and we don’t know that they were on board because we don’t have those changes initialed.”). Further, the Board does not require a protestant to demonstrate that the subcontractors, in fact, did not agree to the final subcontract price. *See id.*

Second, the alterations to the total bid price and Item 503 on the bid form affect the total bid price, which is a critical factor for determining an award. When alterations and “white-outs” appear on the face of the bid with no initials or other indicia of the reasons for, or genesis and ratification of, the alteration, there can be no confidence that the bid is genuine. The altered bid should be rejected, and the contract should be awarded to the second lowest bidder if its bid is responsive. Thus, Baltimore should reject this defective bid from WT and should award the Contract to Cianbro.

Note that the principle of prohibiting such alterations on the face of a bid form is not unique to the City of Baltimore. Rather, it is the common practice. For example, in *Serenity Contracting Group, Inc. v. Borough of Fort Lee*, 703 A.2d 352 (N.J. Super. Ct. App. Div. 1997), the bid contained, among other alterations, “whited out, crossed out and handwritten changes” to the proposed contract price and bid amount. The public owner rejected the bid. 703 A.2d at 355. The rejection of the bid was upheld by the court reviewing the protest. Although the apparent low bidder attempted to argue that any alternation was “immaterial” and ought to be waived, the court found that even where a bid defect is non-material, “[i]t does not follow . . . that . . . the public entity must accept the bid.” 703 A.2d at 356. *See also, J.L. Manta, Inc. v. Braun*, 393 N.W.2d 490 (Minn. 1986) (alterations and erasures of bid price without initials).

The rules are clear: if the exigent and sometimes chaotic circumstances of the bid opening cause a bidder to make a last-minute alteration to the bid form, it must be initialed by the parties. None of the alterations or “white-outs” on WT’s bid are initialed; therefore, WT’s bid, including those on the MBE Statement of Intent, is out of compliance with the rules and should be rejected. Ex. D at 882, 884 (“[Y]ou have to follow the rules, as inconvenient and difficult as that may be.”).

If the Board of Estimates accepts WT’s bid, the fundamental fairness of the bid process will have been compromised. When bidders voluntarily incur the expense and effort to prepare and submit a bid, it is done so in reliance that the rules will be followed. When the rules are not followed, bidders’ confidence in the process is diminished and bidders will be unwilling to submit bids. In this particular case, Cianbro relied on the rules being followed. If WT’s bid is accepted, Cianbro, as the second low bidder, will be aggrieved and wrongfully deprived of this Contract for public construction.

As shown herein, the apparent award to WT is in violation of law, and is fundamentally unfair. Cianbro therefore requests that the Board reject WT’s bid and award the Contract to Cianbro as the qualified low bidder with a responsive bid.

Sincerely,



Eric A. Frechtel

Counsel for Cianbro Corporation

Enclosure

Exhibit A

(Whiting-Turner Contracting Company Bid)

4

3

2/1/15

WATER CONTRACT NO. 1295

III. BID OR PROPOSAL
A. RECEIPT OF ADDENDA

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

NOTICE TO BIDDERS

CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF ENGINEERING AND CONSTRUCTION
WATER CONTRACT NUMBER 1295

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

Bids Due March 11, 2015

DUPLICATE

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

Days of Completion 625 Consecutive Calendar Days

Liquidated Damages \$900 per Calendar day

Made this 1ST day of APRIL 2015

By The Whiting-Turner Contracting Company
(Name)

300 East Joppa Rd., Baltimore, MD 21286
(Address)

The Bidder shall sign below to signify the following:

I/We have received Addendum Nos. #1 AND #2
for this Contract.

Bernard LaHatte, VICE PRESIDENT
Signature and Title

To The Board of Estimates of Baltimore City:

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

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
501	50	CONTINGENT 6-INCH AGGREGATE FOR BASE COURSE AT <u>Twenty Dollars and No Cents</u> PER SQUARE YARD	<u>20</u>	<u>00</u>	<u>1,000</u>	<u>00</u>
502	75	CONTINGENT PLANT MIX ASPHALT PAVEMENT - 2" HMA SUPERPAVE 12.5 MM SURFACE COURSE AT <u>one hundred Fifty Dollars and No Cents</u> PER TON	<u>150</u>	<u>00</u>	<u>11,250</u>	<u>00</u>
503	75	CONTINGENT PLANT MIX ASPHALT PAVEMENT - 5" HMA SUPERPAVE 19.0 MM FOR LEVEL 2 FOR BASE COURSE AT <u>Two Hundred Dollars and No Cents</u> PER TON	<u>200</u>	<u>00</u>	<u>15,000</u>	<u>00</u>
		END OF CATEGORY NO. 5 NO ALTERNATES				

NOTE - THIS PROPOSAL SHALL BE FILED IN BY THE BIDDER WITH THE PRICES WRITTEN IN NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM, FOR COMPLETE FORM. THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

SCHEDULE OF PRICES

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

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

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

Name of Prime Contractor: The Whiting-Turner Contracting Company

Name of MBE or WBE (circle one): *Indicate if self-performing.*

Sunrise Safety Services Inc 95-002928

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

Maintenance of Traffic

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 15,000.00 (If this is a requirement contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.21 %
(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.

Dorew [Signature]
Signature of Prime Contractor (REQUIRED)

3/31/15
Date

Joshua Beatty
Signature of MBE or WBE (REQUIRED)
(Leave this line blank if self-performing)

03/30/15
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, 3a, 3b and 3f

Name of Prime Contractor: The Whiting-Turner Contracting Company

Name of MBE or WBE (circle one): *Indicate if self-performing.*

William T. King Inc. 90-001516

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 45,000.00 (If this is a requirement contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract 0.64 %
(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)

3/31/15
Date

[Signature]
Signature of MBE or WBE (REQUIRED)
(Leave this line blank if self-performing)

3/19/15
Date

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

PART C: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 27% and the WBE goal of 8% for this contract. Contractor has achieved the following participation:

MBE-\$ 2,000,000.00 or 28.16% and WBE-\$ 560,000.00 or 8.02% of the total contract amount which is \$ 6,979,000.00.

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 (2014 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

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

I understand that, if 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.

The Whiting-Turner Contracting Company
Contractor Company Name

Bernard LaHatte
Signature

300 East Joppa Rd., Baltimore, MD 21286
Address

BERNARD LAHATTE, VICE PRESIDENT
Print Name and Title

Sworn and subscribed before me this 1st day of April, in the year 2015.

[Signature]
Notary Public

Exhibit B

(Relevant Excerpts from Board of Estimates Minutes,
Recommendations for Contract Awards/Rejections,
March 18, 2015)

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Dept. of Public Works/Office of Eng. & Construction - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
3,184,415.00	-----	9960-910607-9557-6 Construction
191,065.00	-----	9960-910607-9557-9 Administration
<u>\$4,203,428.00</u>		

DEFERRED

The funds are required to cover the cost for the award of WC 1308R, AMI/R Urgent Need Metering Infrastructure Repairs and Replacement, Various Locations (Up to 2" Water Service).

A PROTEST WAS RECEIVED FROM R.E. HARRINGTON PLUMBING & HEATING.

President: "The first item on the non-routine agenda can be found on page 50 items 1 & 2, Department of Public Works, Office of Engineering and Construction, W.C. 1308R, Urgent Need Metering Infrastructure Repairs and Replacement Various Locations and the associated Transfer of Funds. Will the parties please come forward? Good Morning."

Mr. Shapiro: "Morning."

President: "Identify yourself."

Mr. Shapiro: "I am Art Shapiro, Chief of Engineering and Construction presenting contract W.C. 1308R. It's a -- the contract name is for AMI/AMR Urgent Need Metering Infrastructure. The project was advertised November 7, 2014, with bids received December 10, 2014. There were no addenda. The

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Archer Western and the same exact thing happened and this Board awarded the contract. So, I would ask this Board --"

Mayor: "I'm sorry, can you give us the contract number again?"

Mr. Jones: "8-7-7."

Mayor: "And was it -- it was uh --"

Mr. Jones: "It was Back River Archer Western contract"

Mr. Smith: "8/14/2013 Sanitary Contract for Back Water"

City Solicitor: "And when you say the same thing happened in that instance, could you describe what happened in that instance?"

Mr. Jones: "There was some Wite-out put on uh -- a number and it wasn't initialed. There were no initials put beside it."

City Solicitor: "And was that question or issue raised before the Board?"

Mr. Jones: "Yes, I was here and um -- I think the Board waived that, which they have the right to do."

City Solicitor: "Are you quite certain that was specifically raised to the Board and the Board addressed the White-Out?"

Mr. Jones: "Yes, yes, yes, yes."

Director of Public Works: "May I ask a question? Did you bring this point up to us for today's contract in advance, so we can do the research as you are claiming now? Or are you just bringing it up now?"

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Mr. Smith: "No, the, the protest that was made by the COO was to that point. Because that--"

Director of Public Works: "No, I am talking about the 8-77."

Mayor: "Talk into the mic sir."

Mr. Smith: "The protest that the COO made, the COO made a protest as well and that issue has been raised."

Director of Public Works: "I'm speaking for the specific S.C. 8-7-7 the specific incident that you bring up to us today. Was that brought up in this letter? No, I don't see that."

Mr. Smith: "It's not in the letter but, certainly it's a part of the Board's record."

Director of Public Works: "I understand but, we need time to research and so on that. Right -- You don't expect us to respond to that?"

Mr. Smith: "We expect just to present the issue to the Board for their consideration and we are sure that you would make the appropriate disposition."

Director of Public Works: "Okay."

City Solicitor: "It would be in the future and now, it would be better -- it would have been better had you brought that prior into our attention in the written protest, so that we could have done that research and be prepared to deal with it. As you asked

MINUTES

us to now, but because we are only hearing about this now it makes it difficult for us to give weight to your argument."

Mr. Smith: "Yes, we understand that, but it really deals with Mr. Solicitor to the impact of the situation as to whether or not it was a de minimis error or it's an error of um -- such magnitude that there should be a concern and therefore disqualification. So, we thought it would be in the best interest of the MBE/WBE to this uh -- make this clear as a precedent as to whether or not this has impact."

City Solicitor: "You do understand that, that in terms of prior action by the Board when this -- when the issue has been raised about changes being made on the Statement of Intent and the pages and the changes not being initialed the Board has consistently and on many occasions rejected those bids for that very reason."

Mr. Smith: "We are familiar --"

Comptroller: "Can I?"

City Solicitor: "So, you're and you are familiar with that fact, that historical fact. What you're saying now that there was this one occasion in 2013 when the issue was White-out and the Board did not reject that particular bid, per your recollection."

Mr. Jones: "Yes."

Exhibit C

(Relevant Excerpts from Board of Estimates Minutes,
Recommendations for Contract Awards/Rejections,
August 14, 2013)

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Water & Wastewater - cont'd

This transfer of funds is needed for the award of SC 877, Enhanced Nutrient Removal Process at the Back River Wastewater Treatment Plant.

President: The second item on the non-routine agenda can be found on Pages 40 and 41, Recommendation for Contract Awards and Rejections, Items 11 and 12. Will the parties please come forward?"

Mr. Thomas Corey: "Good morning, Mr. President, Members of the Board, I'm Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. Uh -- I'm here to uh -- present the findings of uh -- that we made on, SC, uh -- contract SC 877. We found, uh -- in favor, of uh -- of, uh -- I think um it's Archer Western on this item. The argument by American Infrastructure is that there is a change in the contract amount on two Statement of Intent forms. Uh -- we were not able to determine if there was an actual change or a strikeout that would require two initials of that particular dollar amount. We typically would look at the dollar amount on the Statement of Intent form and if someone has uh -- struck through, put a line through one amount and written another, we would require that there be initials by both parties. In this instance, the allegation is that there was Wite-Out used, or some other technique used to put over a previous number. We can't make the

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determination from the documents when we read. That would be something that we would, that we would hesitate to say that the company has done this. We have no way to know if it did happen, why did it happen, did it happen while they were signing the documents, or after the documents, that's just a determination we're not in a position to make, so, uh -- we reject the recommendation American Infrastructure is making."

President: "Okay."

Eliot C. Schaefer, Esq., Alexander & Cleaver: "Mr. President, Members of the Board, my name is Eliot Schaefer with Alexander & Cleaver, representing the American Infrastructure PC Construction Joint Venture. I have members of the joint venture here with me, as well today. Um, we are requesting today that the Board reject the Procurement Officer's recommendation that the Sanitary Contract 877, be rejected, or be awarded to Archer Western. The recommendation is arbitrary, capricious and violates the law because Archer Western submitted two defective, non-responsive Statements of Intent and a defective non-responsive participation affidavit. Archer Western's bid was materially deficient on its face and cannot be corrected, and therefore it must be thrown out. The Baltimore City Code and the explicit instructions on the solicitation are clear and require that all bids include an executed Statement of Intent

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form. In capitalized, bolded and italicized letters at the bottom of the form, the instructions explicitly state that any changes to the information on this form must be initialed by both parties. It's readily apparent from the original Statement of Intent that was submitted by Archer Western for Apex Petroleum Corporation and Manuel Luis that the prices reflected on the forms were inserted and changed after the subs executed the contract. You can see on the Apex Petroleum form that there is clearly a white out or a mark underneath the line, which indicates the, the price was changed."

City Solicitor: "And I'm sorry, how is it that you were able to tell that that change occurred after the form was signed?"

Mr. Schaefer: "On the original document, you can tell that there was a Wite-Out the line where the, the, the sub-contract amount is entered. It was whited out or it wasn't -- wasn't clear; it wasn't on the original, on the original form. So it shows that it was covered up, whited out, done something that."

City Solicitor: "Are you able to tell whether that whiting out and that correction, if you will, was done before or after the form was signed by the general and the sub-contractor?"

Mr. Schaefer: "We do, based on the face of the form, we cannot tell that though."

City Solicitor: "Do you have any other independent information

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from the sub-contractor or scientific analysis or technical analysis that would answer that question?"

Mr. Schaefer: "We do not have that."

Mr. David Worzikowski: "My name is David Worzikowski. I'm here for PC Construction Company. I just would point out that, um, I'm not sure if I understand the um, the relevance of when, obviously the intent of the rule and the statement on the form means that there be no change. The fact that we don't know when the change was made, it is clear that there was a change and it was not initialed."

City Solicitor: "If, if we don't know when the, the amount that ultimately appeared on top of a white-out, I'm assuming for the moment, not having seen the document, if we don't know when that amount appeared, whether it appeared before or after the signatures, we don't know whether there was a change. A change clearly means a change after the document has been signed by the general and the sub. I, I assume, I take it, this document was signed by the general and the sub. It was only changed if the amount was altered after those signatures were placed there and I gather that you all don't know whether that occurred after or before the signatures were placed there."

Mr. Corey: "I might add, we're not clear that there's a change."

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City Solicitor: "That's what I'm saying. It's only a change if, if the numbers are altered after the document is signed. If it's, if, if the white out is done and the amount is put in before the document is signed, there's no change."

Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. Um, it doesn't specifically state that. It says any changes to the form. If there were changes, there's no, there's no, there's no requirement that it be done after the execution, before the execution. A change to a form is a change to a form, whether executed before or not. If there is evidence that any document."

City Solicitor: "We have a disagreement. I mean, I, to me the thing that's got to be changed is the document that has been signed. If that document, with the signatures on it, has been changed, and that change is not concurred in, expressly by the two signers, then that's a change and we would have a real problem here but we don't know that that occurred in this instance."

Mr. Worzikowski: "Is that your position then, that if a document has a number that is crossed out and replaced by a different number, uh, then, because you don't know when that cross-out replacement was made?"

City Solicitor: "Well, uh, in that instance, we would typically require that they initial that."

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Mr. Corey: "That's right, we require."

City Solicitor: "On the face of the alteration of the document.

Mr. Worzikowski: "So, what is the difference in the modern time, where obviously Wite-Out exists, what would prevent anybody from whitening out any number and writing in another number?"

City Solicitor: "Well, we, well we wouldn't, for example, let's say there's a number that was written in in pencil, if there was an erasure, and that was corrected and a different number was put in, and the document bore the signatures at the bottom, we would not view that as a change. I wouldn't anyway. Unless somebody, unless somebody established to me that the erasure occurred after the signature by the parties and without the knowledge of one of the signing parties. If you had, if you had, here today the sub-contractor who subscribed to that document and the sub-contractor said "I didn't concur that change, that was put on after my signature", then that would be a different situation."

Mr. Schaefer: "Eliot Schaefer, with Alexander & Cleaver. But it is the burden of the bidder to submit executed signed documents."

City Solicitor: "Yes, but, it's the bidder of the protest to sustain a protest."

Mr. Schaefer: "Correct, correct. But with respect to the

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second document, we'll talk to, the Manuel Luis Construction document, the number one million two hundred forty-eight thousand four o five, the eight on the document clearly looks like it was changed. It looks like it was a three originally, written out with an eight. It was written over and this, this, exact situation was dealt with in, uh, previously by the, the, um, DPW SC 845 in 2011. That was the exact same situation where a, a, number was written over and the bid was deemed non-responsive, and, the the reason the prime appeared to submit what contained appeared, appeared, to be a unilateral price change, and there were no corresponding initials on that document. In that case, the Procurement Officer deemed that bid non-responsive and it could not be cured, and that's because the procurement process has policy and procedures that must be followed. Uh, the rules are here for, to apply to all bidders, they're drafted to insure fairness and competitiveness in uh the procurement process. On the capitalized, italicized and bolded on the bottom of this document "Any changes to the information on this form must be initialed by both parties". That did not happen here. It was a blatant violation of the rules and Archer Western did not submit a, a, a Statement of Intent form that, complied with, with the Article 5, uh -- Section? Uh -- subtitle 28, or the, or the uh, the explicit directions, the

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explicit instructions of the solicitation."

Mr. Corey: "I don't find that argument particularly persuasive, because in my daily work, I sometimes start out writing one number wrong and I correct it in the middle of that number. That's not a change to a document, it's just the way it happens to the, the, placing the number on the particular document. So, if what he's saying, that argument doesn't seem to hold any water to me."

Mr. Schaefer: "That's still a change, if you change--"

Mr. Corey: "That's not a change if it's being done on the document at the same time. It's a change after the document is executed, and somebody comes after it."

Deputy Comptroller: "Mr. Corey, uh, in reviewing the MBE Statement of Intent form from Archer for Manuel Luis Construction, as well as for Apex, by the sub-contract percentage, there is, uh, a typed note that says "As of 10:30 A.M. 6/12/13, includes bid item 402."

Mr. Corey: "Yes."

Deputy Comptroller: "And that's by the percentage. That appears after the date that each of these forms were executed by the contractor and the subs. So, I'm curious about that and why that appears, because it looks like it pertains to the percentage amount, which would then suggest that there's a

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change in the percentage amount and possibly in the dollar amount, and it's not clear to me."

Mr. Corey: "Well, I don't know what, I saw those things, and but I don't know what that relates to. We look at the document in terms of what's printed in these other lines in the signature. What that means, I don't know what that means."

Deputy Comptroller: "I, I --"

Mr. Corey: "Who put it there -- whether that means the bidder put it there or I don't know, it's not--"

Deputy Comptroller: "Clearly after the date that it was signed by the MBE or the WBE. It says 4/17/13 for Manuel Luis Construction that it was executed and for Apex, it's signed on 6/11/13."

Mr. Corey: "Right."

Deputy Comptroller: "But it has this notation and it's right by the percentage and it seems that there was some type of change, and I'm, I'm, perplexed as to again, I don't know what it means specifically but there clearly is a date right here."

Mr. Corey: "It's on both documents, I won't disagree with that, but I don't know what it means. We looked at the dollar figure and percentages, and there's a change there. When there, that particular type-written notation was on the document, we don't have any idea what it meant, but we clearly didn't see it."

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Deputy Comptroller: "It's after the date, and it's beside the line that says for the percentage, so it does."

Mr. Corey: "I understand that."

Deputy Comptroller: "Suggest something has happened on 6/12/13 at 10:30 A.M."

Mr. Corey: "Then you ask me to guess what happened?"

Deputy Comptroller: "I understand, but the question is there's I think there's something and it's worthy of review considering that it is after the date that the sub signed and the day after the date that the contractor signed the forms."

Mr. Corey: "There are certain assumptions we're not willing to make because they belong out of direction."

Deputy Comptroller: "Well."

City Solicitor: "Is this something, Madam Deputy Comptroller, are you looking at a document that was submitted with the protest, because I'm, I don't have a copy or at least I don't."

Deputy Comptroller: "I, I, Yes it was. It was submitted with the protest from Alexander & Cleaver yesterday and it should have been with what the Board sent out."

City Solicitor: "Is it Exhibit 1 or Exhibit 2?"

Deputy Comptroller: "I, let me, let me pass it down for you if I may and if you look back to the MBE Statement of Intent form and the WBE Statement of Intent form, right there, Mr. Nilson."

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Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. It is clearly uncertainty with, with the amounts that were entered on here. I think that, uh, they're in a position to, to, there uh, uh, guessing, assuming that information was correct, there's enough contradictory information on the face of the Statement of Intent form with the date, with the cross-out, with the letter being overwritten, that it, it's certainly questionable whether there was a change in, a change to the Statement of Intent form after it was executed."

Lorenzo Bellamy: "Mr. President, Members of the Board, Lorenzo Bellamy, Alexander & Cleaver. Also, just, just to reiterate, there is no discretion allowed by either this Board or Mr. Corey in terms of what should be signed or what a change is. It clearly states that any change to the information on this form must be initialed by both parties. I mean, Period. There's no discretion allowed here. There's enough uncertainty as Mr. Eliot articulated from Mr. Corey is not sure exactly what numbers are changed; he's even admitted that sometimes he makes changes, or strike-outs, or changes to the numbers and that is material and cannot be cured."

Mr. Corey: "I didn't say I made changes. I said during the course of executing the document, I may mis-write a number, but a change occurs to the document only after it's executed by the

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parties. That is our definition of change with regard to this."

City Solicitor: "Let me ask you a question with regard to the percentage of the total contract. So, that's, that is a percentage, I guess, that can only be calculated at the time a bid is submitted. Is that right?"

Mr. Schaefer: "I'm sorry."

City Solicitor: "The sub-contract percentage of total contract is a number that can only be ascertained at the time the bid is finalized and submitted. Is that right?"

Mr. Schaefer: "Yes."

City Solicitor: "So what do you do, what would you do in a situation if that percentage deviated or was inaccurate given the sub-contract amount, and let's take the one I'm looking at here, which is uh -- Luis Construction. So, the amount is \$1,248,405.00, and this indicates, with the notation a 0.48. What would happen if a \$1,248,405.00 actually was 0 -- 0.40 percent, not .48 percent?"

Mr. Corey: "We would investigate that and it would be investigated by both offices, the Comptroller's office is very, they're very good at bringing something like that to our attention if we don't catch it, and so if that percentage deviated significantly, significantly from the dollar amount, then we would have no recourse but to find the bidder non-

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compliant because there's an inconsistency there between the percentages and the dollar amount. We didn't find that in this. We didn't find."

City Solicitor: "Okay. Okay, alright."

Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. This contract, it's, it's a, it's a large contract."

City Solicitor: "Yes, it is. That's why you're all here."

Mr. Schaefer: "There is definitely question as to the responsiveness of Archer Western. It's, it's too important of a contract. Our client, the American Infrastructure/PC Construction Joint Venture, their, their contract, their bid complied with all aspects of the law. They had their documents executed properly; their documents, while they were a more expensive contract, a more expensive bid, the submission by Archer Western clearly is non-responsive and with the size of this contract, the value of the contract, it shouldn't be awarded when there's this much questionable information."

City Solicitor: "And since you just made that statement, um -- so on the, on the Part B documents submitted by your client, um, are you saying, that in the case of your client, percentages were inserted before the signatures of both the sub-contractor and the general contractor, and if so, how do we know that?"

Mr. Schaefer: "I, I don't have that information, when, when the

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documents were executed by."

City Solicitor: "Is it your understanding that um, it is generally the case that the um, sub-contract percentage figure is inserted typically, or often, on the day the bids are due? Because that's the day that your client decides what bid to put in, typically."

Mr. Barry Tucker: "Sometimes we, uh."

President: "Can you - can you state--."

Barry Tucker: "Barry Tucker with American Infrastructure. If, if we received a quote from a minority contractor and there's no, uh, in the competitiveness, there's no uh, other minority that's, that may be more competitive, there may be a change or a submission on bid, but before bid day versus a non-bid day."

President: "Anybody else?"

Mr. Schaefer: "No, we just request the entire bid be deemed, the Archer Western bid be deemed non-responsive and request the Board to reject the Procurement Officer's arbitrary and capricious decision because of the changed Statement of Intent forms."

Deputy Comptroller: "I have one another question. You just said that you may make a change some time before date, bid day or, I'm sorry that you might make a change on the amount before bid date or um, on the bid date. Would you have it initialed at

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that point, if you made a change?"

City Solicitor: "Time sensitive? Could you live with a deferral of one week?"

Mr. Schaefer: "Um, I think a change whenever made, would need to be initialed. That's my understanding. The policy announced today, I think, the that Wite-Out change is not considered a change. Is not, I think, following on the Comptroller's earlier question the issue about the date that the form was signed, and what, what, what's clear because of the percentage comment, it indicates that the form was signed before the number was changed, whether or not the percentage is impacted, um, I don't know what exactly current policy is about that. Um, we're not really arguing that that the percentage is the issue, here. The change in the percentage; it's that the date the form was signed, it's obviously been changed since that date; uh the dollar amount. Whether um -- the Board is now accepting and the department is now accepting uh -- changes by Wite-Out, um, that's a new issue."

City Solicitor: "Who has the original document that we're looking, that we're talking about here?"

Mr. Corey: "It's probably in the agency."

Deputy Comptroller: "The agency."

City Solicitor: "Pardon me in the agency?"

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Mr. Corey: "Yes, it's probably in the agency."

City Solicitor: "I mean, you can't, these documents don't indicate Wite-Out or, I mean I'm hearing you all talk about a whited out document that I have, that none of us has seen. I'm going to ask the agency, uh, what would be the implications of a one-week deferral of the Board's decision?"

Rudy Chow, Head of Bureau of Water and Wastewater: "Rudy Chow, I'm the Bureau Head for Water and Wastewater. This particular contract was bid on once already and particularly we are also facing a deadline from the State that's stated on our permit. Uh, the way it is right now, we are already on a very tight schedule, so a deferral of one week would not be uh --favorable. I would not recommend that."

City Solicitor: "Well, well, are you saying that a delay of one week and Board action a week from now would throw you out of compliance, whereas proceeding right now you would be in compliance?"

Mr. Chow: "We are already in danger of non-compliance."

City Solicitor: "Okay, how close are you to. . ? I hear you."

Mr. Chow: "Talkin' about days. In the overall contract."

City Solicitor: "Pardon me."

Mr. Chow: "We're talkin' about days."

President: "Mr. Foxx?"

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Director of Public Works: "Uh, the uh, the agency has a deadline to complete the project and get it in uh, and get it functional. I'm not -- I think the deadline is in December 2016."

Mr. Chow: "That's correct."

Director of Public Works: "December of 2016. Since this had been bid out earlier, and was, uh, and we had to go back and re-bid, the uh, quite some time, months as a matter of fact has been eaten up in that process. Uh, they, uh, we, we would like to proceed on with this contract so that we can get it out and get construction underway."

City Solicitor: "Could, could I ask, could I ask one of the representatives of the protesting -- um, how much difference is there between your client's bid and the Archer bid, how much higher or lower was your client's bid?"

Mr. Schaefer: "You have the numbers there?"

City Solicitor: "Round numbers will do."

Mr. Schaefer: "The difference is about \$15 million."

City Solicitor: "Fifteen?"

Mr. Schaefer: "Yes."

Mayor: "Meaning yours is \$15 million higher than the bid that we're recommending?"

Mr. Schaefer: "Yes. Give them the numbers."

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Mayor: "I can't hear you."

City Solicitor: "Ready for a Motion?"

Mr. Schaefer: "Yes, the numbers that I have. . ."

President: "I'll give them a chance to say something first."

City Solicitor: "Yes. Absolutely."

Mr. Schaefer: "The Archer Western bid was \$263 million; the A.I./PC Joint Venture was \$278 million. Uh, but it has been the practice and precedent of, of, procurement officers to throw out. . ."

City Solicitor: "I understand."

Mr. Schaefer: "To throw out the Statements of Intent when, when there's evidence of changes on the forms."

Mr. Bellamy: "Mr. Solicitor, Lorenzo Bellamy again. You know you made a comment about how important this is and you know this one-week deferment. I think that because of the size of this contract, the size of this work and the interests of the citizens of Baltimore, and what the City is trying to accomplish, I don't see a one-week deferral, uh I think it would give Mr. Corey a chance to actually review this document again and to answer, maybe, some of his outstanding questions, about whether or not, he, "is this a change or not a change". He has questions about it, we have questions about it; he's not sure, we, we, believe that, that were changes."

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President: "I'll entertain the Motion."

Mr. Arnold M. Jolivet, Maryland Minority Contractors

Association: "But, I haven't been heard."

President: "Oh, you filed a protest?"

Mr. Jolivet: "I did send a protest."

Deputy Comptroller: "He, he did. He did."

President: "Okay. I'm sorry. You were standing on this side, so I don't know. You should have been standing on that side, so you threw me off."

Mr. Jolivet: "Move back over here, maybe he if you don't want me on his side."

President: "Go ahead."

Mr. Schaefer: "I have one last statement. Eliot Schaefer, Alexander & Cleaver. The uh, the A.I./PC bid is still under the engineer's estimate, so it is still below that threshold."

President: "Uh, okay."

Mr. Jolivet: "Mr. President, one final, one final. . ."

Mr. Foxx: "That's not an accurate statement. It's not."

(Inaudible)

Mr. Jolivet: "Mr. President, one final, and I briefly alluded, to the question is, as I stated in my communications, is that I think that this contract, with regard to, I, I appeared before this Board when this identical contract was first got the

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permission to advertise, and if you may recall, I stated at the time that it was incumbent upon the City's MWBOO to place, to set and place sub-goals on the contract, and Mr. Corey was here, uh, I pointed out that in 2007, we found, uh, the City found, that prime contractors were unnecessarily excluding African-American MBE subs, so therefore, we specially amended the ordinance to authorize MWBOO to establish and place sub-goals for each one of the enumerated minority groups, uh, benefiting from the ordinance in each contract over \$1 million dollars, construction and engineering. I am just concerned here that, our failure to put the sub-goals in this contract, 200, it was expected and projected initially, that the contract would bid for anywhere from \$200 to \$300 million, and it came in substantially lower. But nevertheless, my point is, you didn't set sub-goals. As a result of not setting sub goals, we find that, again, there is a tremendous substantial unacceptable imbalance in the amount of the sub-contracts going to African-American MBEs versus non-African-American MBE's and I think it's insulting when, when, when we have a situation in Baltimore, where African-American MBEs make up literally 90% of all the City certified MBEs and on this contract, the African-American MBEs received only \$10 million dollars and the non-African-American, one other group, received \$38 million dollars. That's

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an imbalance that's certainly not proper, and not right, and so I'm asking the Board -- while I'm not asking the Board to reject the bids -- I think it would be proper for the Board to send the contract back to Mr. Corey's office and ask the contractor to re-do its MBE, because under the current submission, the terrific, unacceptable imbalance in the amount of MBE subs going, er, dollars going to African-Americans versus MBE dollars going to other minorities, it's just not fair. It's just an unacceptable imbalance here, and I hope that this also would teach us a lesson, where in future contracts of this kind, that Mr. Corey will find a way to set sub-goals because it's been proven, over the years, that in the absence of setting sub-goals, that almost invariably, the contractor excludes the minority, uh, the African-American minorities, and I say to you again, I feel think is unacceptable. I've talked to Mr. Corey about this, uh, many times. Unfortunately, he's agreed with me in principle, but I can never get him to set the sub-goals as the ordinance provides, and Mr. President, I would ask as a condition of awarding this contract, if the Board in its wisdom, decides to award, that the condition would be that the contractor be put on notice that in further awarding of other sub-contracts, that in and of further awarding of sub-contracts, African-American sub-contractors would get a fair and equal

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opportunity to be awarded them, because right now we're being cheated uh, unnecessarily and unacceptably. I just, I, I'm very, very much perturbed that in 2013 we can have a contract in the operations of our minority program that are supposed to help and support and include African-Americans that we can award a contract that in fact excludes African-Americans. I don't think it's acceptable, and I would ask this Board in making this award, assuming they make the award, that they would remedy this situation. It's unfair and unacceptable."

President: "I entertain the Motion."

City Solicitor: "I move that we deny the protest filed by Alexander & Cleaver on behalf of its client, and accept the recommendation of the agency to award to a low bidder."

Director of Public Works: "Second."

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

"Aye."

President: "All opposed, "Nay".

City Solicitor: "Will you accept the Motion of Mr. Jolivet's?"

President: "Yeah, okay."

City Solicitor: "I move that we deny the protest of Mr. Jolivet. The assessment of sub-goals is in the discretion of MWBOO there are \$47 million dollars in MBE work on this contract. I hear Mr. Jolivet saying that's not enough in his view of that ended

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up going to African-American minorities. I don't think that alone is enough um -- to take the action that he's suggested, so I move that we deny his protest."

Director of Public Works: "Second."

President: "All those in favor, say AYE. Aye."

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

Clerk's Note: During the temporary absence of the Comptroller, during the discussion of this item, prior to the Motion and the Vote, the Deputy Comptroller sat on behalf of the Comptroller.

Exhibit D

(Relevant Excerpts from Board of Estimates Minutes,
Recommendations for Contract Awards/Rejections,
March 25, 2015)

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Public Works/Office of Eng. & Construction - cont'd

The funds are required to cover the cost for the award of W.C. 1309R, AMI/R Urgent Need Metering Infrastructure Repair and Replacement, Various Locations (3" Larger Water Service).

President: "The um, first two items on the non-routine agenda, we are going to hear both since they're the same arguments, um - - is on Page 46, Items 1 and 2, Department of Public Works, Office of Engineering and Construction, WC 1308R, Urgent Need Metering Infrastructure Repairs and Replacements, and on Page 47, um, Item 3 and 4, Department of Public Works, Office of Engineering and Construction, WC 1309R, Urgent Need Metering Infrastructure Repair and Replacements. Will the parties please come forward? You can start."

Mr. Shapiro: "Good morning. My name is Art Shapiro, I'm the Chief of Engineering and Construction with the Department of Public Works and I'm presenting contract WC 1308R for consideration. It's for AMI and AMR urgent need metering infrastructure services."

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Ah, the bids were taken on December 10, 2014 and the, there were three bids received. The low bid was from R.E. Harrington \$2.699 million; um, and the second low bid was from Metra Industries for \$3.184 million. There was a issue with uh, the bid documents, which uh, urged the Office of Engineering and Construction to stand by its original recommendation for award to the second low bid, Metra Industries."

Ms. Schevitz: "Pam Schevitz, Minority Women's Business Opportunity Office. We reviewed two bids for this contract. Uh, R.E. Harrington Plumbing and Heating was determined to be non-compliant because the Statement of Intent forms had been changed and it was not initialed by both parties. Metra Industries was also reviewed and we determined them to be compliant with the 15 percent MBE and the four percent WBE participation. Um -- last week it was brought up about um -- as part of the protest about Sanitary Contract 877. Um -- it should be noted that the main difference between the bids that were submitted for WC 1308R and Sanitary Contract 877 is that all of the information that was submitted on the Statement of Intent was a copy with the original bid on the Sanitary Contract 877.

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With uh -- 1308R, the Statement of Intent actually included um, actual Wite-Out on the form, as well as copied information, as well as original information. So, there is a distinct difference between Sanitary Contract 877 as well as 1308R, insofar as the submission of the Statements of Intent."

City Solicitor: "A question with regard to the 1308 um, Form B's - so were you able to actually see and identify the white outs on the Form B's?"

Ms. Schevitz: "Yes. You could actually see and feel the white outs. You could actually feel the back of it where it was imprinted with the actual numbers that had been changed on the sub-contract dollar amount."

City Solicitor: "So, you could see both the numbers that were submitted and the numbers that had been whited out?"

Ms. Schevitz: "You could feel that there was actual Wite-Out, yes."

City Solicitor: "And could you -- did, did you, did you try to read the numbers on the Wite-Out that were whited out?"

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Ms. Schevitz: "You could see that there was changes under the actual document, yes."

City Solicitor: "Thank you."

Edward Smith, Jr.: "Thank you very much, Mr. President, um -- and thank you, Mr. City Solicitor for allowing me to uh -- file as a, ah person who could participate as a lobbyist."

City Solicitor: "Absolutely."

Mr. Smith: "I do appreciate it. Um -- as you can see, Mr. President, and um -- Madam Mayor, um -- we sent in on March 23rd, a letter."

Mayor: "Talk right into the microphone."

Mr. Smith: "Yes I will, I will try to do that."

Mayor: "You have to do more than try because we're recording this."

Mr. Smith: "Yes, I understand that. I used to sit in the position and said the same thing, Madam Mayor. So, I can appreciate it. Thank you very much. Um -- let me um -- indicate um -- to you, that um -- there is no way to um -- as the City Solicitor on 877 indicated, when Mr. Corey came before the

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uh -- Board and said that uh there's no way that we can tell when that particular Wite-Out was put on because I still have not heard from the um -- the young lady to my right, that there were in fact numbers which were changed, which were struck out and other numbers inserted on those Form B's. Uh -- and I listened for that very carefully and could not hear it. I also note that in 8-7-7 um -- this Board in fact um -- approved the contract uh, that was issued at that time with Wite-Out, and the questions were asked by the City Solicitor, the same questions that were asked, other than the question as to whether or not you could see that there were any changes. We would submit to you that if you look at the forms themselves, that there were no changes on those forms, uh, and that my letter is an indication of that proposition. In addition to that, there was some question, I think from Mr. Chow, as to whether or not um -- you in fact did make a, um -- deviation from the former decision to in any instance not allow Wite-Outs in these proceedings. Ah, we brought in all of our 'subs' they sat in those chairs and --."

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President: "I'm sorry. Go ahead."

Mr. Smith: "-- that's alright, Mr. Chairman. I understand."

President: "I thought it was off."

Mr. Smith: "That's okay. Um, thank you very much -- and they sat in those chairs, and we all agreed and they sit in those chairs today, that there were no numbers changed in what they were to receive as a result of their contracts. That was an affirmative proffer and acceptance by this Board. Uh -- last night at approximately 7:52, I received a call to have them all here and present today, um -- which was surprising. But, nevertheless uh -- the company and Mr. Harrington was able to prevail upon them to come here today to say the same thing that they said a week ago in these proceedings, and that is that there was no changes in the amounts that they would receive as a result of the contracts in 1308, and they are here to say the same thing with affidavits today, as you have requested. Um -- that being the case that um -- being the case that um -- that there was absolutely nothing untoward about what occurred, the words of I think, Judge, Justice O'Connor, are kind of rolling in my head, and have been since I left these proceedings last week, when she said 'Discrimination in the construction industry

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is like a cancer in the blood on the society', um, and I think that when you look at what has occurred, uh, Mr. Harrington, who is the low bidder by almost \$500,000.00, it would be ill I think, of the City, to expect that the taxpayer should pay an additional \$500,000.00 uh, for Wite-Outs when not only the spirit, but the intention of the legislature, uh -- the legislation in this case, is squarely before this Board. Um -- Mr. Chairman, I don't mean to be um -- vociferous. I don't mean to be controversial. Ah -- but I do mean to expect justice for Mr. Harrington and for the 'subs' who are here. Uh -- moreover, I think that um, one of the things that has been overlooked here is that when um, the -- when last week it was indicated that there was no, um -- in the Metra bid, there was nothing that was untoward, that was just not the case. Um, once again, by the very documents which this agency had before it, it saw that on the Adams um -- instruments that Mr. Adams was in fact, not a provider for anything other than services and that there's a 25 percent MBE qualification that was put on these forms. Am I speaking in the microphone, Madam Mayor?"

Mayor: "Um-uhm."

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Mr. Smith: "Okay, great. Ah, so I want to make sure that I'm heard on that issue. I thank you very much for the opportunity to be heard."

President: "Thank you."

City Solicitor: "Mr. uh --"

President: "Madam Comptroller."

Comptroller: "It appears that we need to be consistent, because, uh -- Mr. Nilson, in the Minutes of August 14, 2013, you stated that if the other party has knowledge of the change and concurs, you said it is okay, and the 'subs' that were here last week, they stood up and they were in agreement. So, it appears that it should be okay."

City Solicitor: "Madam, Madam Comptroller, I never said, and the Board never ruled, that if the 'subs' said it's okay it's okay. Here --"

Comptroller: "Let me read it, can I read it? It says here on August the 18th, August 14, 2013 on Page 3101, 'City Solicitor: Well, we well we wouldn't for example, let's say that there's a number that was written in pencil, if there was an erasure and that it was corrected and a different number was put in, and the document bore the signatures at the bottom, we would not view that as a change."

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I wouldn't anyway, unless somebody, unless somebody established to me that the erasure occurred after the signature of the parties and without the knowledge of one of the signing parties. If, if you had, if you had here today, the sub-contractor who subscribed to the document, and the sub-contractor said I didn't concur that change that was put on after my signature that would be a different situation.'"

City Solicitor: "Well yes, but the first situation was talking about an erasure that occurred before the sub-contractor signed the document."

Comptroller: "But, how do we know?"

City Solicitor: "Which, which -- well in that case, a case a year and a half ago, we, we were not able to determine that there was a change because unlike these documents, which are originals and you can see the Wite-Out, a year and a half ago all the documents were photocopies and you could not tell whether there was a change and if you assumed there was a change, you couldn't tell when it occurred."

Comptroller: "But you could because --"

President: "Let him finish then you can finish."

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City Solicitor: "On the basis, those were the facts before the Board, on which the Board ruled a year and a half ago. It's different in this situation because I have inspected, as have I think, other members of this Board, the original documents submitted, and you can clearly see the white outs and you can see the numbers, you can't read every digit of the number replaced, but you can see that numbers were there previously and they were changed by Wite-Out. That's a very different situation from what we had a year and a half ago, and the nature of the documents with the signatures of the 'subs' being photocopied signatures, not original signatures. Director Chow and I have looked at these, at these um -- original forms extensively, and we have them with us today. Um -- they make it clear that there was a change and all of the circumstances make it clear that those changes were made after the photocopied signatures of the 'subs' were put on the documents."

Comptroller: "But on 8-7--"

Mayor: "Madam Comptroller--"

City Solicitor: "-- the documents --"

President: "Hold up--hold-- up."

Comptroller: "Okay."

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Mayor: "--I just want to clarify what's being said, in the origin - in the case that was referenced in 2013, the whole thing was photocopied. So, there's no original, there was no, as far as I understand, there was no ink and then photocopy, it was all photocopy."

City Solicitor: "That's correct."

Mayor: "On the, on the form that we're talking about, on the form that's before us today, there was a photocopied document. One of the critical things that was included on the photocopy was a signature. So, the signature existed on the previous document.. On top of that photocopy, which included the signature, there's Wite-Out, and there's no ink signature that accompanies that Wite-Out. So, there's no, there's, there's clearly the original document that was photocopied, including the signature and then an edit."

Comptroller: "I understand that, however on the Statement of Intent for 8-77, there's a signature of June 11, 2013 but then there is another notation that says 'As of 10:30 a.m. on June the 12th', there's a change. So, there was a change after the-- the signatures because the signature has June the 11th and on, and on this document, you can take a look at it, Mr. Nilson --."

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City Solicitor: "I've seen the document. I know what you're talking about. Yes, and the Deputy Comptroller raised that to the Board and the Board found that that was not the kind of change that persuaded them to come to a different conclusion."

Mr. Smith: "I, I still remember the echoing of your words when this matter was taken up a year and a half ago, um in another contract involving an outfit. You asked whether or not it was subject to scientific evaluation on the form. Ah, the answer to that of course was 'No, it wasn't' and the conclusion was that if you could not tell it, and did not have it evaluated scientifically, then the naked eye, it seems to me, one could say was not enough. So, I'm wondering what the difference is between now and then."

City Solicitor: "Be -- because here, as Madam Mayor has just said, and as I said previously, you can clearly see the Wite-out on these documents, which was not the case a year and a half ago."

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You can clearly see that prior numbers were there and you can tell from the documents that that Wite-out and the changes of those numbers occurred before all the signatures were put on the document."

Comptroller: "But Mr.--"

Mr. Smith: "And the bottom line is that nothing has changed with respect to the sub-contractors. Thank you, sir."

Comptroller: "Also, Mr. Nilson, no one looked at the original documents of 8-77 because you asked for a deferral and the um, and it was said that it was time sensitive, so we did not look at the original documents to see."

City Solicitor: "Well, I think we were told what the original documents showed."

Comptroller: "We didn't look at the original documents."

City Solicitor: "Well that's because time --."

Comptroller: "You asked, you asked for a deferral and we did not look at the originals."

City Solicitor: "I, I asked if deferral it was possible --"

Comptroller: "Yes."

City Solicitor: "-- and the DPW said no --"

Comptroller: "Right."

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City Solicitor: "--because of consent decree time requirements. So, we acted without the original documents, but we have since gone back since these gentlemen raised 8-77 and looked at those original documents and they, basically they are all photocopies, they are not originals. You cannot tell, just as you couldn't a year and a half ago, whether a change had been made, and if so when it had been made. That remains the same as it was a year and a half ago."

Director Public Works: "And I believe that we do have both of those documentations here 13-08 and 8-77."

City Solicitor: "And, and I might add just with regard to the 'subs' so for the 'subs' to say, we're okay with the numbers, these are our numbers, we're good with them is not sufficient because we, this, we have a consistent history of not allowing folks to come forward on or after the bid, or after the bid and saying, 'oh, I'm cool, let me initial those documents' or 'Let me tell you I'm cool with those numbers'."

Mr. Smith: "Well why were they--"

The num, the, the M-W-BOO law requires, and the documents require, that that be determined before they are submitted. They have to be submitted in a way that they are not changed and where, either by signatures or

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initialing it's clear on the documents, as they are submitted on bid due date, that everybody is on board, in writing with those numbers."

President: "Okay, I'm, I'm going to say one thing --."

City Solicitor: "And, and to come in --."

President: "I want to say one thing before we go any further. Um -- until I recognize you, please don't speak out. I would ask that you not do that. So, you're speaking now."

Mr. Dashiell: "If I'm being recognized?"

President: "Yes. Yes."

Mr. Dashiell: "Ah -- Mr. President, Madam Mayor, my name is Robert Fulton Dashiell. I represent R.E. Harrington on 1309R and inasmuch as the President recognized accurately that the issues are the same, I thought I would chime in at this point and give you the benefit of at least my two cents on the matter. Ah -- number one, yes, you can show, uh, you can see that there was a number there prior to the white out. Number two, you cannot show from the white out that the number that was there before is different from the number that was there afterward. You cannot tell that, I don't care what you look at. For all we know, you could be looking at a correction, a re-statement of the number; but let me say, let me say, let me say more than that because, because somehow we get lost."

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This is a minority business participation program. This is, this is not, you know, you know, flip a coin. I, I got to make a confession here because I started this whole squibble business. Mr. Nilson, you remember on contract number 845 Frucon, which since became my client, by the way. But, I started this whole Frucon business, I came before this Board and said that a scratch out without an initial is wrong because you couldn't tell that there had been an agreement. You know what? I'm going to confess something to you. I was wrong. Let me tell you why I was wrong. I was wrong because I was not aware at the time what the real industry practice is, and every 'sub' will tell you this: the real industry practice that has been known to the City, from going all the way back to Shirley Williams, is that frankly all these forms are signed in blank. That's the real deal. Every single one of these forms is signed in blank, and not, and not to evade or, or, or to evade or avoid the MBE requirement, but as a necessity, and here is why. If I'm going to give you a price to do hauling, I'm not going to read through 70 pages of drawings and specifications just to tell you that I'm going to charge you \$50 an hour to haul; or \$10 a load, or \$15 a cubic yard.

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I'm going to give you my price list and I'm going to let you choose which services you want and which certified services you're going to include, and you fill the form out. That's exactly how it's done. Every one of these 'subs' here, including the president of the association, will tell you that's exactly the way it's done, and that's the way it's always been done. Why's it been done that way for the 'prime' contractor side? Because the form requires a statement of percentage which cannot be calculated until all of the other numbers are in place. Nobody's riding around with a truckload of MBEs in the trunk of their car, saying 'Sign this form after I calculate my percentage', it's just not done that way. So it is in fact disingenuous, it is disingenuous, it is disingenuous to throw a bid out because a form was changed after a signature was put on it, when in fact the signature was put on it when the form was blank in the first place. That's the truth of the matter."

President: "Madam Mayor."

Mr. Dashiell: "That is the truth of the matter."

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President: "After you finish, the Mayor's going to respond."

Mr. Dashiell: "I'm done."

Mayor: "The challenge is that it seems disingenuous to, to, to fight to establish a rule, and then when it doesn't work for your client, say that the rule was wrong."

Mr. Dashiell: "Well, Madam Mayor, uh -- what's wrong is not to admit that you're wrong when you are, and, and, and I'll be honest with you. This is probably not the first time in my life I've been wrong. It's probably not, but it's not the first time, this Board hasn't been nearly consistent as Mr. Nilson professes. The fact, the fact of the matter is prior to 845 there was no rule. Prior to my argument on 845, this rule didn't exist."

Mayor: "But if I may --"

Mr. Dashiell: "Yes Ma'am --"

Mayor: "Mr. Dashiell, because, because we care, and I hope I'm speaking for all of us, about the compliance uh -- with the uh -
- MBE/WBE regulations, because we care about inclusion, it's my understanding that since the previous time when the contract against, I mean the, when Mr. Harrington had the apparent low

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bid but was rejected because of a mistake, it was my understanding that my office worked with his team to make sure that they understood all of the um, how to fill out the forms, what was acceptable, what wouldn't be accepted, so that we wouldn't be in this place of having, of what we're saying, of what you're saying is a technicality that should be overlooked. Um -- so we wouldn't be in this place again. We went, we worked, it's my understanding that we worked with the team to say 'this is how it's done, this is what's acceptable', 'this is what is not acceptable', 'this is what you need to put in', because we don't, because we want to see him be successful."

Mr. Dashiell: "Well, Madam Mayor what happened here, and this was, and this was to facilitate the City's interest in, in providing the low bid. What really happened here was that on the day of the bid, Mr. Harrington, just like a lot of prime contrac- bidders do, received a last minute quotation which had the effect of lowering its bid price. These ladies, they are on the way out the door the bid -- with no changes, no Wite-Out, no anything, he comes in with a lower price because, because at the end of the day there's supposed to be at least a presumption that if you're the low bidder you might get awarded a contract.

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That's true in almost every other jurisdiction. So, so, what he, he, he calls into his staff and says 'I've got a lower bid', they're on their way out the door. That's why the change was made at the last minute. It wasn't because of their -- and they appreciate your work. It wasn't so much a mistake, it was their effort to try to make sure they submitted a competitive bid which happened to be in this case, the low bid by almost a million dollars on my contract, five hundred thousand dollars on, on Mr. Smith's contract. We, we, and Mr., Madam Mayor, there's nobody in this universe that cares more about minority participation than the people standing at this podium, particularly me. I've been doing this almost 40 years. Almost 40 years I've been dedicated to this. The original program was written for the City by me. The, the first ordinance was drafted by the City, with all due respect to the former President, was drafted by me. Nobody's spent more time doing this than me. I organized the minority contractors association, so I, so the notion that I don't care or that I'm changing because I've got a client that says something different, is, is, is wrong.

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That, that's really not true, and I know you're not suggesting it, but it really isn't true. I changed because I was wrong. I changed because the industry practice is exactly as I described it. I changed because I got seven contractors here who are going to lose a lot of money from not awarding the contract to a certified minority firm. That's the thing that really gets me. We've taken the purpose of the law and turned it on its head. It wasn't supposed to be about technicalities, it was supposed to increase minority participation. That's what it was supposed to do."

President: "Joan?"

Comptroller: "So, Mr. Nilson, why did we ask the 'subs' to come down today? What was the purpose?"

City Solicitor: "Well, we've actually learned a good deal from Mr. Dashiell about what happened here, um, so I suppose we don't need to hear that from the 'subs.' What happened here is um, the contractor took previously signed documents, made alterations of them at the time of the bid, changed information on them, and while that may be pragmatically what they need to do or what they had to do in this case, in doing so they violated the requirement of the Form B, which says information can't be changed.

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So, Mr. Dashiell has, has spared all the 'subs' of having to confirm what he's just related to. Now, Mr. Dashiell's then, so we then have a situation where --."

Mr. Dashiell: "That's not what I said, Mr. Nilson. Let me say something, let me say something further. The prices ultimately weren't changed because every one of these 'subs' submitted a unit price. The only thing that got changed was the aggregate. The amount that they're going to get paid for the unit has not changed, and that's what they're here to say."

City Solicitor: "The -- the number on the form changed --"

Mr. Dashiell: "Yes --"

City Solicitor: "-- clearly."

Mr. Dashiell: "Yes."

City Solicitor: "--and that's clearly contrary to the form and it, and I don't even, I don't know for sure the history, but it's very possible that the, that the specific requirement on the form that any changes must be initialed is a consequence of the case that you argued successfully in the other direction four years ago.

MINUTES

So, we make the rules based on what happens, you have to follow the rules, as inconvenient and difficult as that may be in situations like this where the rules weren't followed. So, you, you know you may think we're being a slave to the rules. The rule has a purpose which is to avoid creating a situation where the 'prime' can basically jam -- and I know you're saying that's not true here -- can jam numbers down the throats of 'subs' which they really weren't on board with, and we don't know that they were on board because we don't have those changes initialed."

President: "Comptroller?"

City Solicitor: "--I, I say the easy way to do it - so if you've got a situation where there's a last minute change and you've got a bunch MBE and WBE 'subs', you need to have them with you so that when you make the changes, they can initial."

Mr. Dashiell: "That's what I just said. You want them, you want somebody to ride around with them in the back of the pickup or the trunk of the car? Mr. Mr. Nilson--"

City Solicitor: "It, it's a big contract -- there are big contracts --"

Mr. Dashiell: "-- Look, Mr. Nilson--."

MINUTES

City Solicitor: "-- and you know what the bid dates are, so there are other ways of dealing with this problem."

Mr. Dashiell: "Mr. -- Mr. Nilson, yes there are and frankly I'm working with your office to change that. You, you know what I suggested four years ago that would change it today -- modifying the bidder affidavit to add a clause that simply says that 'I certify under note, under oath, that the minority participation is true and accurate as submitted.' That's all, that's all and stop playing this game about last minute changes; stop forcing a square peg into a round hole because it's not working and it's, it's, it's taking the purpose of the program and it's turning it on its head."

City Solicitor: "We understand that, but you can't change the rules in mid-game, okay? So, we have had conversations internally about changing the line that appears on the Form B's and about addressing the practicalities of the prospect, of the process, we will do that and we will be delighted to have your input on it, but we, but that's the next game. We cannot change the rules now in mid-stream."

MINUTES

Mr. Dashiell: "Mr. Nilson, you talk about changing rules-- when you bid a public contract, you have an expectation of award if you're the low bidder, not if you're not the low bidder. Anybody who bids higher than R.E. Harrington has no reasonable expectation of being awarded anyway, so you're not changing the rules for anybody. The fundamental rule is low bidder is supposed to win. That is the fundamental rule."

City Solicitor: "Low bidder compliant with the rules - and that's the way the MWBOO program has always been run, and we happen to have a rule that you disagree with, and we're going to take a look at it. But, again it's like you can't play the first half of the game and then changes the rules at half-time because you don't like the way the game's going."

Mr. Dashiell: "Mr. Nilson, you, you, you know we, we could, we could debate this for a long time --"

City Solicitor: "-- We could --"

Mr. Dashiell: "-- about how consistent your position has been; how consistent your advice to the Board on one matter or another. But, the bottom line here is you've got a low bidder, a

MINUTES

certified minority firm and a cost of a million and a half dollars lower than the next highest bidder, with all the 'subs' saying that they're agreeing with the price on bid day, not afterward, but on bid day, that's what you're saying here today. And instead of trying to find a way, instead of trying to find a way to, to enhance the minority business program by increasing minority participation, instead of trying to find a way to save the City a million and a half dollars, what you're sitting here doing is uttering phrases that says 'we got to be consistent to a rule.'

City Solicitor: "Har -- Harrington submitted a bid, another bid on another contract that's before us today that's clean - 1330 - no violation that we can discern, so it's possible."

President: "Madam Mayor.--Did you have something to say?"

Comptroller: "I, I, I understand what you said, but, the bid that he's complying with has nothing to do with what he's talking about today. And again, you know, Mr. Nilson, you said that if the other parties had knowledge and they concur, that it's okay. That's, that's what's in the Minutes."

City Solicitor: "Respectfully, you're taking the words out of context."

Comptroller: "No, it's in writing."

MINUTES

City Solicitor: "Like Mr. Dashiell, maybe I misspoke a year and a half ago."

Comptroller: "Okay. It's in writing. That's what you said."

City Solicitor: "He admits to making mistakes, but I don't, I don't think that in context you're accurately using my words--"

Comptroller: "I just read it."

Mayor: "But reading it doesn't mean that it's being read in the right context, and that the challenge I have is the notion that we're not trying to fight for, ah, minority participation. That's why we work with -- unless I'm wrong. My, my team told me that that they tried to work with you on technical, on making sure that there was a technical, making sure that you had adequate uh, technical capacity to get in the bids correctly."

Mr. Harrington: "Good morning, ah -- Good morning. Ah -- Bobby Harrington, President R.E. Harrington Plumbing. Yes, on bid day we did make a few changes but --"

Mayor: "That's not what I asked. My, my understanding, and again, I could be wrong, is that my team worked with you since the last time we had this issue."

Mr. Harrington: "No ma'am."

MINUTES

Mayor: "Nobody worked with you?"

Mr. Harrington: "No ma'am."

Director Public Works: "No, may I?"

Mayor: "Mhmm."

Director Public Works: "Now remember 1308, well 1307, 1308, 1309, 1310 -- this is the third round of bidding, third round. Now in previous two times, our team and M-W-BOO along with others has sat down."

Mr. Harrington: "Who? Sat down with who? Not me. Who? You sat down --."

Director Public Works: "Somebody from your team."

Mr. Harrington: "No. No sir. No sir."

Director Public Works: "So you're saying that we have never advised you in terms of proper way of filling out the forms, of helping you and guiding you as far as submitting a 'clean bid?'"

Mr. Harrington: "No sir. Not from - I don't know who he talked to, he didn't talk to me -- so --"

Mayor: "Mr. Chow, do you know, do you know who from your team sat down --?"

Mr. Harrington: "I'm being honest. If you could give me a name."

Director Public Works: "Tom Corey, the previous MBE Officer he sat down with R.E. Harrington."

MINUTES

Mr. Harrington: "No sir. No sir."

Director Public Works: "Not from R.E. Harrington?"

Mr. Harrington: "No sir, never heard from Mr. Corey. Nobody."

City Solicitor: "Well, well let me just say, and I know this is not totally germane to today, to this moment, but we are about to have a new MWBOO director. He's, I think everybody will be excited um, to meet him, and to see his qualifications, and I can tell you that person's first order of business is going to be to address this situation, to hear from Bob, to hear from you and to work with you so that we don't have these problems recurring again because we see them right now with um, a number, not all of your contracts, because the one today, the other one, 1330 has already been approved on the routine agenda. So, we don't want to have you back here regularly. We don't want this to become a chronic problem, so we will work with you to make sure this doesn't happen again. And to help address the reality that Bob Dashiell has very candidly talked about -- about what happens on bid day -- which is not -- what happens on bid day is not what the requirements, it does not match the requirements that we legitimately impose um, for this program. So we've got to make reality and the requirements match in the future, so we'll work hard to do that."

MINUTES

President: "Any more closing arguments? Identify yourself."

Mr. Jones: "Ah, Pless B. Jones, Sr., President of Maryland Minority Contractors Association here on behalf of Robert Harrington Plumbing. I've listened to everything that was said, and the M-BOO office should be an advocate for MBEs but we have never gotten that. Everybody here, except for Ms. Pratt, was arguing how they should not give the job to Robert. She's the only one who said 'Look, this is the reason why it should be given to him'. We should not have to come here each week; look people get pregnant and make mistakes, okay? Sometimes they get pregnant two or three times, okay? --"

City Solicitor: "Sometimes it's not a mistake."

Mr. Jones: "-- But they don't throw 'em away, okay? He, he is a certified MBE for 25 years. Mr. Young, you talk about you want minorities to get jobs, you talk about you want jobs in the community, that's what he do. He had, what three jobs that you bid that day? Four jobs he bid that day, all going in at the same time, all of them going in at the same time. It seems to me that in order to save the City a million and a half

MINUTES

dollars, he is the low bidder - what's the purpose of not giving to him? Only because you don't want him to have them? Okay?"

Mayor: "I think that's a mischaracterization."

Mr. Jones: "Well, just let me speak, just let me have my piece because that's what I see. Now, I'm not going to bite my tongue to nobody, okay? Robert Harrington was down here a year and a half ago when he was low bidder on \$10 million dollars' worth of work, okay? He was MBE short by maybe two percent or three percent, because somebody, he had it going in, somebody told him they were certified, they wasn't, that cut his MBE by two or three percent. The next, second, bidder was short too - by one percent or percent and a half, but they gave it to him."

City Solicitor: "Shouldn't have. Typically if, if there are two bidders, and they're both short because of that kind of problem, they would both be non-compliant."

Mr. Jones: "He wasn't non-compliant. You all didn't make him non-compliant because - you made Robert non-compliant. I'm here to represent the MBE community, and if this is what we're going to get today, then I just don't know what to do - except do like 'Jollie' and take to the streets."

MINUTES

City Solicitor: "I, I would --"

Mr. Jones: "Jollie, Jolivet said, 'Let's go march'. You know--"

City Solicitor: "I would, as I think I said before, I would invite you and Bob and whoever else you want to --"

Mr. Jones: "I'm not talking about tomorrow. I've been told too many things about tomorrow. I'm talking about this bid today."

City Solicitor: "Okay."

Mr. Jones: "-- We have been denied too many times to be denied again today."

Ms. Schevitz: "Can I say something?"

President: "Excuse me, excuse me --"

Ms. Schevitz: "Pam Schevitz."

Mr. Jones: "I had the floor. I had the mic. He reached his hand on the mic."

President: "Alright, finish up, Mr. um, Pless, Jones."

Mr. Jones: "Thank you sir, Mr. President. You know, I think that we need to do something today. This Board needs to show up today, okay? Not tomorrow. Not what we are going to talk about."

MINUTES

We've been to too many outreaches and all this for years. What we get nothing but a few crackers, okay? Today, we have a gentleman here that is low bidder on really four bids. Two that's on the Board right now, and the Board needs to do something about it right now. Thank you."

Ms. Schevitz: "Excuse me, I'm sorry."

Ms. Schevitz: "Pam Schevitz, Minority Business Opportunity Office. I just want to say that we have been very consistent with our rulings in determining non-compliance and compliance, whether the bidder, the prime bidder is an MBE, or a non-MBE, and we apply the same rules across the board when we're dealing with bids. So, to say that we're ruling differently than an MBE when the 'prime' is an MBE or not an MBE, I, I take offense to that."

Mr. Dashiell: "If I, may, Mr. President, they have ruled differently on the issue of what a supplier is. Listen, this was a footnote in Mr. Smith's argument. But, I heard somebody say that, that Metra is compliant. Metra isn't compliant. K Adams is a diesel fuel supplier. On everybody's bid, he's listed in that section of the form as a supplier; he's not listed as a sub-contractor."

MINUTES

But, yet we heard last week that we regard that as a service. I mean, that means that everybody who's selling something can, can, can be providing a service. Mr., Mr. Adams is here. He will tell you that he's only submitted a price as a supplier; he will tell you that that's all he does. He doesn't perform any work on the job-site. He doesn't do anything. He brings the oil in and he leaves it wherever they tell him to leave it, whether it's in a storage facility or the back of a truck, wherever they tell him to leave it, that's where he leaves it, and he's always been placed as a supplier, and Metra and everybody else listed him. There's a separate section on the form for suppliers. He's not listed on top where you can claim 100 percent credit; he's listed under the supplier section."

President: "Pam, you have something to say?"

Ms. Schevitz: "As far as the fuel oil, I would like to say also that we have consistently used fuel oil companies as a service company, like a fueling service. In fact Mr. Jones here was awarded a contract as a prime contractor where he used a fuel oil company for seven percent of a 10 percent WBE participation rule, goal, and we considered it as a service. We did not apply the 25 percent supply limit to the contract, just like we did here."

MINUTES

President: "Okay. You have something to say, Miss?"

Ms. Letke: "My name is Kim Letke. I'm the WBE listed on the contract. I think the facts show that the MBEs all agreed that the numbers have not changed, and that there might have been some Wite-Out done. The Board has consistently made an opinion on different contracts, on the face of the contracts, whether or not they were within a certain limit of service vs. not service. Uh -- and if there's two problems with the first low bidder and the second low bidder, then you should either throw the whole thing out and re-bid it or you should give it to Mr. Harrington because the second bidder is going to have the same problem with a challenge from Mr. Harrington because he's going to challenge K&K Adams Fuel. But face the facts that they simply clearly, all the sub-contractors agree with the dollar value; the percentage is correct; nobody initialed the Wite-Out, which is a minor error, and this Board has consistently, um, worked with those contractors - the same with Welsh Construction on their contract - and other contracts."

MINUTES

They've worked with them, you can work with Mr. Harrington, and if you can't see the first one, then the second one has a second problem."

President: "Madam Mayor."

Mayor: "Thank you. Um -- I want to reiterate the fact that number one, I fight every day to save-- to be effective and efficient and to use the taxpayers' money in the most effective and efficient way. So, the fact that uh -- that it was done incorrectly, and uh -- stands to cost us a million and a half dollars more, it pains me. Because I know that we work very hard to, as I said, be effective and efficient with taxpayer money. Additionally, we work very hard to make sure that we provide, that we make a way to provide opportunity for local business, for women-owned business and for minority-owned business. The challenge is that if the -- if Metra had come here and submitted the same form, Mr. Dashiell, you and your team would tell us that we need to reject it for the same reason, for the exact same reason that you've said consistently, because the form wasn't right."

MINUTES

But, because your client did it, now it's our problem and we don't care about minority businesses and it's just not true. It's a rule that we have used but we can differ on whether it's consistent or not, but you know you've said it, they've said it, they submitted something that was wrong - that was, that was, changed. I would like for, I would have liked for nothing more than for that change to have been uh, documented correctly so we wouldn't be in this position. And the last time something like this happened I said the same thing. But it pains me because I know that this represents local jobs, but the answer isn't to ignore it and to pretend like it didn't happen, or to pretend like, pretend like if the situation were reversed, that you wouldn't be saying the same thing. We have, there has to be some consistency. You know if Metra came and submitted that you would be telling us that we can't accept it."

President: "This is going to be the last um, argument, so who's going to make it? No, I'm saying, is there any more closing arguments as relates to both of these issues before the Board?"

Mr. Dashiell: "Let, let me say one thing in response to what Madam Mayor just, just said. This is not an issue of integrity on the part of you or the City.

MINUTES

I, I recognize that there is a rule, but I also recognize that, 'consistency is the hobgoblin of little minds.' The fact of, the fact of the matter is we have to keep in mind the ultimate objective here and who is harmed. Metra isn't harmed by an award to somebody who bid a half million dollars lower than them. They didn't, they didn't submit a bid expecting to win if they were half a million dollars higher than the low bidder. We, the purpose here, the purpose of the program is minority participation. That's the purpose of the program, and that's what we're losing - we're not only losing the sub-contractor participation, but we're losing the valuable work that Harrington would perform with his own forces, and I differ with Ms. Pam --, Ms. Schevitz and the whole program that 'says minority prime contractors are the same as non-minority prime contractors.' That's simply not true. It's never been established that way in the law, and it's not true as a matter of practice, because every other 'sub' that Harrington uses is also going to be minority well above the 10 percent or 15 percent, and, and I defy you ever to have a non-minority prime contractor who ever gives you more than the minimum required.

MINUTES

So, there is a difference, there is a difference to the overall achievement of minority program, there is a difference of minority participation. It's not a matter of integrity, Madam Mayor, it's a matter of simply doing what is right. If it's right today, do it today. If we didn't do it right tomorrow, we can't fix tomor -- we can't fix yesterday and tomorrow is not here yet. Today really is the only day we have - do what's right today. Let's not be bound by what Dashiehl says or anybody - you know what's right. Okay, so I was wrong -- brand me, tar and feather me, do whatever you want, but don't throw away the minority program simply because somebody who didn't have a right to the contract bid and said they're in compliance, and that's just wrong, that's just wrong. I, I, I'm sorry I'm emotional, but it's just so wrong."

President: "Mr. Jones."

Mr. Jones: "Pless Jones, Maryland Minority Contractors Association. I, I submit to uh, Madam Mayor, President of the City Council, and Comptroller, Ms. Pratt, is that this Board has the right to reject bids or the right to award bids, whichever is in the best interest of the City. In this case, the best interest of the City and the best interest of the minority community."

MINUTES

So you all have that right to do what you want to do that's in the best interest of the City. Robert made a mistake before, yes he did. Whatever Bob Dashiells said happen before, yes it did. Whatever happened on 877, yes that happened. But, you all have the right, and the law is on your side, to do the best thing for the City, this case saving the City a million and a half, you all can do this today, and also helping the minority community. Thank you."

President: "Thank you. Anyone else? I entertain a Motion."

City Solicitor: "Um -- I'm going to MOVE that we reject both bid protests um -- without going into all the reasons other than to say that we have rules that are governing now and it's important that we follow them. It's also important that we re-visit those rules and, if you want to make as a condition of the Motion, that the MWBOO office and the Law Department and others come together with recommendations around the subject within 30 days, I think that would be appropriate."

Director Public Works: "Second."

President: "All those in favor, say AYE."

President: "All opposed, nay."

MINUTES

Comptroller: "Nay. I vote NO because by Mr. Nilson's testimony, I don't see the difference between an erasure and a white-out and by your testimony you said that there was an erasure and it was corrected and a different number was put in and the document with the signatures at the bottom, that you would not view that as a change, and if the 'subs' concur, it would be okay, so I vote No."

President: "The Motion carries."

* * * * *

Exhibit E

(Relevant Excerpts from Board of Estimates Minutes,
Recommendations for Contract Awards/Rejections,
November 9, 2011)

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Water and Wastewater

1. SC 845, Nitrification Filters and Related Work for the ENR at Patapsco Wastewater Treatment Plant
- REJECTION** - On August 10, 2011, the Board received and opened four bids for SC 845. All bidders were found to be non-responsive. The Department of Public Works, Bureau of Water and Wastewater requests the Board reject all bids as being in the best interest of the City. Permission to advertise will be requested at a later date.

A LETTER OF PROTEST HAS BEEN RECEIVED FROM FRU-CON CONSTRUCTION, LLC.

A LETTER OF PROTEST HAS BEEN RECEIVED FROM PC CONSTRUCTION COMPANY.

Deputy Comptroller: "I would also like to announce that the Board received a protest for Page 70 item 1. The recommendation to the Board is to reject all bids. Accordingly the Board did receive the protest and consider them however; the Board will not hear the protest today."

Bureau of Purchases

2. B50002137, Ten Altec Industries, \$ 212,029.00
Wheel Truck with Inc.
A Flatbed Crane

MWBOO GRANTED A WAIVER

8

CITY OF BALTIMORE

SHEILA DIXON, Mayor



DEPARTMENT OF PUBLIC WORKS

CONTRACT ADMINISTRATION
1105 Abel Wolman Municipal Building
Baltimore, Maryland 21202

CERTIFIED MAIL RECEIPT NO. 7008 3230 0001 9601 3212

July 9, 2009

Pizzagalli Construction Company
50 Joy Drive
South Burlington, VT 05403

RE: WC 1160 - Montebello Plant 2 Finished Water Reservoir Cover

Dear Sir or Madam:

On July 2, 2009 the City of Baltimore Minority and Women's Business Opportunity Office (MWBOO) found your bid submission package for WC 1160 Montebello Plant 2 Finished Water Reservoir Cover to be non-compliant. The reason stated was: On Part C, Statement of Intent form the subcontract amount has been changed but is not initialed by both the Prime Contractor and WBE Subcontractor. The Department of Public Works does not recommend contract awards to firms whose bids do not comply with Article 5 Section 28 of the Baltimore City Code.

If you require further clarification of this decision, please contact the Department of Public Works' Office of Compliance at (410) 396-8497. As a courtesy, your firm will be contacted by the Office of Contract Administration prior to the recommendation to award this contract.

Sincerely,

DOREEN DIAMOND
CONTRACT ADMINISTRATOR

Cc: DPW-Office of Compliance

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW - cont'd

\$ 697,900.00	-----	9960-909728-9557- 900020-2 Extra Work
1,046,850.00	-----	9960-909728-9557- 900020-3 Engineering
418,740.00	-----	9960-909728-9557- 900020-5 Inspection
6,979,000.00	-----	9960-909728-9557- 900020-6 Construction
<u>418,740.00</u>	-----	9960-909728-9557- 900020-9 Administration
\$9,561,230.00		

The funds are required to cover the cost of the award for WC 1295, Towson Generator and Main Substation.

A PROTEST WAS RECEIVED FROM BRADLEY ARANT BOULT CUMMINGS REPRESENTING CIANBRO CORPORATION.

- 8. W.C. 1230, Pretty The Whiting-Turner \$2,214,600.00
 Boy Dam Reservoir Contracting Co.,
 Gatehouse Facility Inc.
 Improvements

MWBOO SET GOALS OF 19% MBE AND 1% WBE.

MBE: Horton Mechanical Contractors, Inc.	\$ 87,000.00	3.92%
Native Sons, Ltd.	186,500.00	8.42%
Roane's Rigging & Transfer Company, Inc.	<u>148,000.00</u>	<u>6.68%</u>
	\$ 421,500.00	19.02%



Eric A. Frechtel
Direct: (202) 719-8249
Fax: (202) 719-8349
efrechtel@babc.com

June 22, 2015

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

Re: Amended Protest of Award of Water Contract Number 1230 for Prettyboy Dam Reservoir Gatehouse Facility Improvements
Protesting Party: Cianbro Corporation
Representing Protesting Party: Eric A. Frechtel, Esq., Bradley Arant Boult Cummings LLP

Dear Ms. Taylor:

This firm represents Cianbro Corporation (“Cianbro”), and submits this letter to protest the award of Water Contract Number 1230 for Prettyboy Dam Reservoir Gatehouse Facility Improvements (the “Contract”) by the City of Baltimore (“Baltimore”) to The Whiting-Turner Contracting Company (“WT”). Cianbro has authorized me to represent it at the Board meeting on June 24, 2015.

On March 18, 2015, Baltimore publicly opened bids for the Contract. WT was the apparent low bidder with a total bid price of \$2,214,600.00. Cianbro was the apparent second low bidder with a total bid price of \$3,430,918.00. However, the Contract should be awarded to Cianbro because WT’s bid was not responsive to the bid requirements.

The reason for this protest is that WT’s bid is defective and non-responsive on its face. Specifically, in the following three (3) different places throughout WT’s bid various words and numbers have been whited out with no initial or signature:

- (1) on the first page, something in the date of offer section is whited out and the word “March” is written to the left of the whited-out area;
- (2) in bid item 405, the total dollar amount of “2,400,000” is written on top of white-out; and,

- (3) on the MBE/WBE and Prime Contractor's Statement of Intent for Horton Mechanical Contractors, Inc., the "Subcontract percentage of total contract" is filled in with 3.93% written on top of white-out.

See enclosed copy of WT's bid (Exhibit A) – for ease of reference, each area whited out is clouded in red.

The Request for Proposals expressly authorizes the Board to reject bids which show any omissions or alterations to the form. *See* Standard Specifications 00 21 13.1 (incorporated into RFP, Vol. 1 of 2 at SP-1, § II, Item 3), 00 51 00.01 ("The award of the Contract, by the Board of Estimates, if it be awarded, will be made to the lowest pre-qualified responsive and responsible Bidder whose Bid *complies with all the requirements prescribed*") (emphasis added).

Here, the Board should exercise its authority to reject WT's bid because the alterations on the face of the bid violate the instructions on the bottom of the MBE Statement of Intent page -- submitted, as required, with the RFP -- which state that "ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES." Ex. A at B-5 (emphasis in original). These instructions ensure that the Statement of Intent will accurately represent the subcontract price, and that the parties will meet the MBE participation goal. *See, e.g.,* Baltimore City Code Art. 5, § 28-48 (participation statement, including executed statements of intent, must specify, among other things, "the dollar value of each subcontract" and "any other information the Office requires to determine whether the contract goals have been satisfied").

This Board has rejected bids that failed to comply with this simple instruction, specifically, where contractors have whited out figures and failed to initial the change. Just a few months ago, in March 2015, the Board rejected the bid of plumbing contractor Robert Harrington on a project to replace water meters -- despite his providing the lowest bid -- where the Statement of Intent was whited out and dollar amounts changed without the required signatures. In that case, because the apparent low bid contained "white-outs" that were not initialed, the Board rejected the low bid and awarded the contract to the second low bidder, Metra. During the initial argument of that bid protest, the City Solicitor pointed out:

in terms of prior action by the Board when this . . . issue has been raised about changes being made on the Statement of Intent and the pages and the changes not being initialed the Board has *consistently and on many occasions* rejected those bids for that very reason.

Board of Estimates Minutes, Recommendations for Contract Awards/Rejections (hereinafter, "Board Minutes") at 782 (Mar. 18, 2015) (Ex. B).

In August 2013, the Board rejected a bid protest for the award of contract SC 877 ("Enhanced Nutrient Removal Process") where it was alleged the subcontract price was whited out and changed without initialing the alteration. *See* Board Minutes at 3096-118 (Aug. 14, 2013) (Ex. C). In that protest, the evidence was unclear whether in fact, a change had been made to the bid form and, if so, when it was made. The Board ultimately rejected that protest, but the Board

acknowledged that “if a document has a number that is crossed out and replaced by a different number,” the contractor is “typically require[d]” to initial that change. Ex. C at 3100.

In rejecting the Robert Harrington bid, the Board distinguished the “very different situation” in SC 877, because there, the Board had examined photocopied versions of the forms and subcontractors’ signatures. Board Minutes at 871 (Mar. 25, 2015) (Ex. D). In contrast, on the Robert Harrington bid, the Board noted, “you can clearly see the white outs and you can see the numbers, you can’t read every digit of the number replaced, but you can see that numbers were there previously and they were changed by Wite-Out.” *Id.* Following its clear precedent -- which it even recognized in rejecting the SC 877 protest -- the Board rejected Robert Harrington’s protest.

Indeed, the Board has rejected bids for similar failures to adhere to the instructions on the MBE Statement of Intent form. In 2009, the Department of Public Works found a bid non-compliant where the subcontract amount was changed but not initialed by both parties. *See* letter from Doreen Diamond, Contract Administrator, to Pizzagalli Construction Company, dated July 9, 2009 (attached to Supplemental Protest for SC 845 (Potapsco procurement), Board Minutes (Nov. 9, 2011)) (Ex. E). In addition, counsel in the SC 877 bid protest cited a bid that the Board rejected in 2011 because of the bidder’s “unilateral” changes to an MBE Statement of Intent form. Ex. C at 3102.

Here, the Board is faced with a similar situation as the Robert Harrington Bid, because WT has submitted original copies of bid forms where critical numbers were written on top of white-out. Unlike the SC 877 bid, there is no question that WT changed these numbers. *See* Ex. D at 873-74 (noting that unlike SC 877, “[y]ou can clearly see that prior numbers were there and you can tell from the documents that Wite-Out and the changes of those numbers occurred before all the signatures were put on the document.”).

Although the Board has discretion to reject a bid or waive “minor” or “technical” defects, the alterations in WT’s bid are major, material defects. Standard Specifications 00 51 00.01; Baltimore City Code Art. 5, § 28-14(b) (“At its discretion, the Board of Estimates may waive *minor* defects and errors in a bidder’s MBE or WBE submission.”) (emphasis added).

First, the change to the “Subcontract percentage of total contract” on the Statement of Intent form may no longer reflect the agreed-upon subcontract price. One of the main purposes of the form’s instructions is to prevent the contractor from roping its subcontractors into a preferred price. *See* Ex. D at 884 (“The rule has a purpose which is to avoid creating a situation where the ‘prime’ can basically jam . . . numbers down the throats of ‘subs’ which they really weren’t on board with, and we don’t know that they were on board because we don’t have those changes initialed.”). Further, the Board does not require a protestant to demonstrate that the subcontractors, in fact, did not agree to the final subcontract price. *See id.*

Second, the alteration to Item 405 on the bid form affects the total bid price, which is a critical factor for determining an award. When alterations and “white-outs” appear on the face of the bid with no initials or other indicia of the reasons for, or genesis and ratification of, the alteration, there can be no confidence that the bid is genuine. The altered bid should be rejected,

and the contract should be awarded to the second lowest bidder if its bid is responsive. Thus, Baltimore should reject this defective bid from WT and should award the Contract to Cianbro.

Note that the principle of prohibiting such alterations on the face of a bid form is not unique to the City of Baltimore. Rather, it is the common practice. For example, in *Serenity Contracting Group, Inc. v. Borough of Fort Lee*, 703 A.2d 352 (N.J. Super. Ct. App. Div. 1997), the bid contained, among other alterations, “whited out, crossed out and handwritten changes” to the proposed contract price and bid amount. The public owner rejected the bid. 703 A.2d at 355. The rejection of the bid was upheld by the court reviewing the protest. Although the apparent low bidder attempted to argue that any alternation was “immaterial” and ought to be waived, the court found that even where a bid defect is non-material, “[i]t does not follow . . . that . . . the public entity must accept the bid.” 703 A.2d at 356. *See also, J.L. Manta, Inc. v. Braun*, 393 N.W.2d 490 (Minn. 1986) (alterations and erasures of bid price without initials).

The rules are clear: if the exigent and sometimes chaotic circumstances of the bid opening cause a bidder to make a last-minute alteration to the bid form, it must be initialed by the parties. None of the alterations or “white-outs” on WT’s bid are initialed; therefore, WT’s bid, including those on the MBE Statement of Intent, is out of compliance with the rules and should be rejected. Ex. D at 882, 884 (“[Y]ou have to follow the rules, as inconvenient and difficult as that may be.”).

If the Board of Estimates accepts WT’s bid, the fundamental fairness of the bid process will have been compromised. When bidders voluntarily incur the expense and effort to prepare and submit a bid, it is done so in reliance that the rules will be followed. When the rules are not followed, bidders’ confidence in the process is diminished and bidders will be unwilling to submit bids. In this particular case, Cianbro relied on the rules being followed. If WT’s bid is accepted, Cianbro, as the second low bidder, will be aggrieved and wrongfully deprived of this Contract for public construction.

As shown herein, the apparent award to WT is in violation of law, and is fundamentally unfair. Cianbro therefore requests that the Board reject WT’s bid and award the Contract to Cianbro as the qualified low bidder with a responsive bid.

Sincerely,



Eric A. Frechtel
Counsel for Cianbro Corporation

Enclosure

Exhibit A

(Whiting-Turner Contracting Company Bid)

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

DUPLICATE

CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF ENGINEERING & CONSTRUCTION

THE COMPLETE (ORIGINAL)
CONTRACT BOOK
DUPLICATE

PROPOSAL NUMBER
INCLUDES
BID ENVELOPE

CONTRACT NUMBER WC 1230

III. BID OR PROPOSAL

March 18
~~February 11, 2015~~

Check or Bank Cashier's Check or Bank Treasurer's Check or Bid Bond Equivalent (____%) of the Total Bid Submitted.

Completion 520 Consecutive Calendar Days

Damages \$2,100 per Calendar day

18 day of March 2015

Whiting-Turner Contracting Company
(Name)

Toppa Rd. Baltimore, MD 21286
(Address)

Sign below to signify the following:

Addendum Nos. 1, 2, 3, 4

Bernard LaVotto, Vice President

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
401	LUMP SUM	IMPROVEMENTS TO THE DAM SLIDE GATE SYSTEMS AT <u>One Million four hundred Eleven Thousand Six hundred fifty and ⁰⁰/₁₀₀ dollars</u> LUMP SUM	LUMP SUM		<u>1,411,650</u>	
402	LUMP SUM	IMPROVEMENTS TO THE DAM DISCHARGE PIPING SYSTEMS AT <u>Three Hundred Sixty-nine thousand Four hundred and ⁰⁰/₁₀₀ dollars</u> LUMP SUM	LUMP SUM		<u>369,400 00</u>	
403	LUMP SUM	CONTINGENT ALTERNATE SLIDE ANCHORAGE - FLANGE DRILLING AT <u>Twenty-thousand Two Hundred and ⁰⁰/₁₀₀ dollars</u> LUMP SUM	LUMP SUM		<u>20,200 00</u>	
404	LUMP SUM	CONTINGENT ALTERNATE GATE ANCHORAGE - FLANGE ADAPTER <u>Twenty-one Thousand and ⁰⁰/₁₀₀ dollars</u> LUMP SUM	LUMP SUM		<u>21,000 00</u>	
405	4	CONTINGENT SOLIDS REMOVAL FROM GATE CHAMBER <u>Six hundred and ⁰⁰/₁₀₀ dollars</u> CUYD	<u>600</u> CUYD	<u>00</u>	<u>2,400 00</u>	
		END OF CATEGORY NO. 4	NO ALTERNATES			

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

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

(Make additional copies of this form as needed)

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

Name of Prime Contractor: The Whiting-Turner Contracting Company

Name of MBE or ~~WBE~~ (circle one): Horton Mechanical Contractors, Inc.

Brief Narrative Description of the Work/Service to be performed by MBE or ~~WBE~~
Water/Wastewater Treatment Services

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 87,000 (If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 3.93 %

(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)

3/18/15
Date

[Signature]
Signature of MBE or ~~WBE~~ (REQUIRED)

03/18/15
Date

Rodney L. Horton, Vice President

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

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

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

MBE-\$ 421,500 or 19.03 % and WBE-\$ 25,000 or 1.13 % of the total contract amount which is \$ 2,214,600.

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

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

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

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

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

The Whiting-Turner Contracting Company
Contractor Company Name

Bernard LaHatte
Signature

300 E. Joppa Rd., Baltimore, MD 21286
Address

Bernard LaHatte - Vice President
Print Name and Title

Sworn and subscribed before me this 18th day of March, in the year 2015.

Jean H. [Signature]
Notary Public

Exhibit B

(Relevant Excerpts from Board of Estimates Minutes,
Recommendations for Contract Awards/Rejections,
March 18, 2015)

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Dept. of Public Works/Office of Eng. & Construction - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
3,184,415.00	-----	9960-910607-9557-6
		Construction
191,065.00	-----	9960-910607-9557-9
<u>\$4,203,428.00</u>		Administration

DEFERRED

The funds are required to cover the cost for the award of WC 1308R, AMI/R Urgent Need Metering Infrastructure Repairs and Replacement, Various Locations (Up to 2" Water Service).

A PROTEST WAS RECEIVED FROM R.E. HARRINGTON PLUMBING & HEATING.

President: "The first item on the non-routine agenda can be found on page 50 items 1 & 2, Department of Public Works, Office of Engineering and Construction, W.C. 1308R, Urgent Need Metering Infrastructure Repairs and Replacement Various Locations and the associated Transfer of Funds. Will the parties please come forward? Good Morning."

Mr. Shapiro: "Morning."

President: "Identify yourself."

Mr. Shapiro: "I am Art Shapiro, Chief of Engineering and Construction presenting contract W.C. 1308R. It's a -- the contract name is for AMI/AMR Urgent Need Metering Infrastructure. The project was advertised November 7, 2014, with bids received December 10, 2014. There were no addenda. The

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Archer Western and the same exact thing happened and this Board awarded the contract. So, I would ask this Board --"

Mayor: "I'm sorry, can you give us the contract number again?"

Mr. Jones: "8-7-7."

Mayor: "And was it -- it was uh --"

Mr. Jones: "It was Back River Archer Western contract"

Mr. Smith: "8/14/2013 Sanitary Contract for Back Water"

City Solicitor: "And when you say the same thing happened in that instance, could you describe what happened in that instance?"

Mr. Jones: "There was some Wite-out put on uh -- a number and it wasn't initialed. There were no initials put beside it."

City Solicitor: "And was that question or issue raised before the Board?"

Mr. Jones: "Yes, I was here and um -- I think the Board waived that, which they have the right to do."

City Solicitor: "Are you quite certain that was specifically raised to the Board and the Board addressed the White-Out?"

Mr. Jones: "Yes, yes, yes, yes."

Director of Public Works: "May I ask a question? Did you bring this point up to us for today's contract in advance, so we can do the research as you are claiming now? Or are you just bringing it up now?"

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Mr. Smith: "No, the, the protest that was made by the COO was to that point. Because that--"

Director of Public Works: "No, I am talking about the 8-77."

Mayor: "Talk into the mic sir."

Mr. Smith: "The protest that the COO made, the COO made a protest as well and that issue has been raised."

Director of Public Works: "I'm speaking for the specific S.C. 8-7-7 the specific incident that you bring up to us today. Was that brought up in this letter? No, I don't see that."

Mr. Smith: "It's not in the letter but, certainly it's a part of the Board's record."

Director of Public Works: "I understand but, we need time to research and so on that. Right -- You don't expect us to respond to that?"

Mr. Smith: "We expect just to present the issue to the Board for their consideration and we are sure that you would make the appropriate disposition."

Director of Public Works: "Okay."

City Solicitor: "It would be in the future and now, it would be better -- it would have been better had you brought that prior into our attention in the written protest, so that we could have done that research and be prepared to deal with it. As you asked

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us to now, but because we are only hearing about this now it makes it difficult for us to give weight to your argument."

Mr. Smith: "Yes, we understand that, but it really deals with Mr. Solicitor to the impact of the situation as to whether or not it was a de minimis error or it's an error of um -- such magnitude that there should be a concern and therefore disqualification. So, we thought it would be in the best interest of the MBE/WBE to this uh -- make this clear as a precedent as to whether or not this has impact."

City Solicitor: "You do understand that, that in terms of prior action by the Board when this -- when the issue has been raised about changes being made on the Statement of Intent and the pages and the changes not being initialed the Board has consistently and on many occasions rejected those bids for that very reason."

Mr. Smith: "We are familiar --"

Comptroller: "Can I?"

City Solicitor: "So, you're and you are familiar with that fact, that historical fact. What you're saying now that there was this one occasion in 2013 when the issue was White-out and the Board did not reject that particular bid, per your recollection."

Mr. Jones: "Yes."

Exhibit C

(Relevant Excerpts from Board of Estimates Minutes,
Recommendations for Contract Awards/Rejections,
August 14, 2013)

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Water & Wastewater - cont'd

This transfer of funds is needed for the award of SC 877, Enhanced Nutrient Removal Process at the Back River Wastewater Treatment Plant.

President: The second item on the non-routine agenda can be found on Pages 40 and 41, Recommendation for Contract Awards and Rejections, Items 11 and 12. Will the parties please come forward?"

Mr. Thomas Corey: "Good morning, Mr. President, Members of the Board, I'm Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. Uh -- I'm here to uh -- present the findings of uh -- that we made on, SC, uh -- contract SC 877. We found, uh -- in favor, of uh -- of, uh -- I think um it's Archer Western on this item. The argument by American Infrastructure is that there is a change in the contract amount on two Statement of Intent forms. Uh -- we were not able to determine if there was an actual change or a strikeout that would require two initials of that particular dollar amount. We typically would look at the dollar amount on the Statement of Intent form and if someone has uh -- struck through, put a line through one amount and written another, we would require that there be initials by both parties. In this instance, the allegation is that there was Wite-Out used, or some other technique used to put over a previous number. We can't make the

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determination from the documents when we read. That would be something that we would, that we would hesitate to say that the company has done this. We have no way to know if it did happen, why did it happen, did it happen while they were signing the documents, or after the documents, that's just a determination we're not in a position to make, so, uh -- we reject the recommendation American Infrastructure is making."

President: "Okay."

Eliot C. Schaefer, Esq., Alexander & Cleaver: "Mr. President, Members of the Board, my name is Eliot Schaefer with Alexander & Cleaver, representing the American Infrastructure PC Construction Joint Venture. I have members of the joint venture here with me, as well today. Um, we are requesting today that the Board reject the Procurement Officer's recommendation that the Sanitary Contract 877, be rejected, or be awarded to Archer Western. The recommendation is arbitrary, capricious and violates the law because Archer Western submitted two defective, non-responsive Statements of Intent and a defective non-responsive participation affidavit. Archer Western's bid was materially deficient on its face and cannot be corrected, and therefore it must be thrown out. The Baltimore City Code and the explicit instructions on the solicitation are clear and require that all bids include an executed Statement of Intent

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form. In capitalized, bolded and italicized letters at the bottom of the form, the instructions explicitly state that any changes to the information on this form must be initialed by both parties. It's readily apparent from the original Statement of Intent that was submitted by Archer Western for Apex Petroleum Corporation and Manuel Luis that the prices reflected on the forms were inserted and changed after the subs executed the contract. You can see on the Apex Petroleum form that there is clearly a white out or a mark underneath the line, which indicates the, the price was changed."

City Solicitor: "And I'm sorry, how is it that you were able to tell that that change occurred after the form was signed?"

Mr. Schaefer: "On the original document, you can tell that there was a Wite-Out the line where the, the, the sub-contract amount is entered. It was whited out or it wasn't -- wasn't clear; it wasn't on the original, on the original form. So it shows that it was covered up, whited out, done something that."

City Solicitor: "Are you able to tell whether that whiting out and that correction, if you will, was done before or after the form was signed by the general and the sub-contractor?"

Mr. Schaefer: "We do, based on the face of the form, we cannot tell that though."

City Solicitor: "Do you have any other independent information

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from the sub-contractor or scientific analysis or technical analysis that would answer that question?"

Mr. Schaefer: "We do not have that."

Mr. David Worzikowski: "My name is David Worzikowski. I'm here for PC Construction Company. I just would point out that, um, I'm not sure if I understand the um, the relevance of when, obviously the intent of the rule and the statement on the form means that there be no change. The fact that we don't know when the change was made, it is clear that there was a change and it was not initialed."

City Solicitor: "If, if we don't know when the, the amount that ultimately appeared on top of a white-out, I'm assuming for the moment, not having seen the document, if we don't know when that amount appeared, whether it appeared before or after the signatures, we don't know whether there was a change. A change clearly means a change after the document has been signed by the general and the sub. I, I assume, I take it, this document was signed by the general and the sub. It was only changed if the amount was altered after those signatures were placed there and I gather that you all don't know whether that occurred after or before the signatures were placed there."

Mr. Corey: "I might add, we're not clear that there's a change."

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City Solicitor: "That's what I'm saying. It's only a change if, if the numbers are altered after the document is signed. If it's, if, if the white out is done and the amount is put in before the document is signed, there's no change."

Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. Um, it doesn't specifically state that. It says any changes to the form. If there were changes, there's no, there's no, there's no requirement that it be done after the execution, before the execution. A change to a form is a change to a form, whether executed before or not. If there is evidence that any document."

City Solicitor: "We have a disagreement. I mean, I, to me the thing that's got to be changed is the document that has been signed. If that document, with the signatures on it, has been changed, and that change is not concurred in, expressly by the two signers, then that's a change and we would have a real problem here but we don't know that that occurred in this instance."

Mr. Worzickowski: "Is that your position then, that if a document has a number that is crossed out and replaced by a different number, uh, then, because you don't know when that cross-out replacement was made?"

City Solicitor: "Well, uh, in that instance, we would typically require that they initial that."

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Mr. Corey: "That's right, we require."

City Solicitor: "On the face of the alteration of the document."

Mr. Worzikowski: "So, what is the difference in the modern time, where obviously Wite-Out exists, what would prevent anybody from whitening out any number and writing in another number?"

City Solicitor: "Well, we, well we wouldn't, for example, let's say there's a number that was written in in pencil, if there was an erasure, and that was corrected and a different number was put in, and the document bore the signatures at the bottom, we would not view that as a change. I wouldn't anyway. Unless somebody, unless somebody established to me that the erasure occurred after the signature by the parties and without the knowledge of one of the signing parties. If you had, if you had, here today the sub-contractor who subscribed to that document and the sub-contractor said "I didn't concur that change, that was put on after my signature", then that would be a different situation."

Mr. Schaefer: "Eliot Schaefer, with Alexander & Cleaver. But it is the burden of the bidder to submit executed signed documents."

City Solicitor: "Yes, but, it's the bidder of the protest to sustain a protest."

Mr. Schaefer: "Correct, correct. But with respect to the

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second document, we'll talk to, the Manuel Luis Construction document, the number one million two hundred forty-eight thousand four o five, the eight on the document clearly looks like it was changed. It looks like it was a three originally, written out with an eight. It was written over and this, this, exact situation was dealt with in, uh, previously by the, the, um, DPW SC 845 in 2011. That was the exact same situation where a, a, number was written over and the bid was deemed non-responsive, and, the the reason the prime appeared to submit what contained appeared, appeared, to be a unilateral price change, and there were no corresponding initials on that document. In that case, the Procurement Officer deemed that bid non-responsive and it could not be cured, and that's because the procurement process has policy and procedures that must be followed. Uh, the rules are here for, to apply to all bidders, they're drafted to insure fairness and competitiveness in uh the procurement process. On the capitalized, italicized and bolded on the bottom of this document "Any changes to the information on this form must be initialed by both parties". That did not happen here. It was a blatant violation of the rules and Archer Western did not submit a, a, a Statement of Intent form that, complied with, with the Article 5, uh -- Section? Uh -- subtitle 28, or the, or the uh, the explicit directions, the

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explicit instructions of the solicitation."

Mr. Corey: "I don't find that argument particularly persuasive, because in my daily work, I sometimes start out writing one number wrong and I correct it in the middle of that number. That's not a change to a document, it's just the way it happens to the, the, placing the number on the particular document. So, if what he's saying, that argument doesn't seem to hold any water to me."

Mr. Schaefer: "That's still a change, if you change--"

Mr. Corey: "That's not a change if it's being done on the document at the same time. It's a change after the document is executed, and somebody comes after it."

Deputy Comptroller: "Mr. Corey, uh, in reviewing the MBE Statement of Intent form from Archer for Manuel Luis Construction, as well as for Apex, by the sub-contract percentage, there is, uh, a typed note that says "As of 10:30 A.M. 6/12/13, includes bid item 402."

Mr. Corey: "Yes."

Deputy Comptroller: "And that's by the percentage. That appears after the date that each of these forms were executed by the contractor and the subs. So, I'm curious about that and why that appears, because it looks like it pertains to the percentage amount, which would then suggest that there's a

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change in the percentage amount and possibly in the dollar amount, and it's not clear to me."

Mr. Corey: "Well, I don't know what, I saw those things, and but I don't know what that relates to. We look at the document in terms of what's printed in these other lines in the signature. What that means, I don't know what that means."

Deputy Comptroller: "I, I --"

Mr. Corey: "Who put it there -- whether that means the bidder put it there or I don't know, it's not--"

Deputy Comptroller: "Clearly after the date that it was signed by the MBE or the WBE. It says 4/17/13 for Manuel Luis Construction that it was executed and for Apex, it's signed on 6/11/13."

Mr. Corey: "Right."

Deputy Comptroller: "But it has this notation and it's right by the percentage and it seems that there was some type of change, and I'm, I'm, perplexed as to again, I don't know what it means specifically but there clearly is a date right here."

Mr. Corey: "It's on both documents, I won't disagree with that, but I don't know what it means. We looked at the dollar figure and percentages, and there's a change there. When there, that particular type-written notation was on the document, we don't have any idea what it meant, but we clearly didn't see it."

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Deputy Comptroller: "It's after the date, and it's beside the line that says for the percentage, so it does."

Mr. Corey: "I understand that."

Deputy Comptroller: "Suggest something has happened on 6/12/13 at 10:30 A.M."

Mr. Corey: "Then you ask me to guess what happened?"

Deputy Comptroller: "I understand, but the question is there's I think there's something and it's worthy of review considering that it is after the date that the sub signed and the day after the date that the contractor signed the forms."

Mr. Corey: "There are certain assumptions we're not willing to make because they belong out of direction."

Deputy Comptroller: "Well."

City Solicitor: "Is this something, Madam Deputy Comptroller, are you looking at a document that was submitted with the protest, because I'm, I don't have a copy or at least I don't."

Deputy Comptroller: "I, I, Yes it was. It was submitted with the protest from Alexander & Cleaver yesterday and it should have been with what the Board sent out."

City Solicitor: "Is it Exhibit 1 or Exhibit 2?"

Deputy Comptroller: "I, let me, let me pass it down for you if I may and if you look back to the MBE Statement of Intent form and the WBE Statement of Intent form, right there, Mr. Nilson."

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Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. It is clearly uncertainty with, with the amounts that were entered on here. I think that, uh, they're in a position to, to, there uh, uh, guessing, assuming that information was correct, there's enough contradictory information on the face of the Statement of Intent form with the date, with the cross-out, with the letter being overwritten, that it, it's certainly questionable whether there was a change in, a change to the Statement of Intent form after it was executed."

Lorenzo Bellamy: "Mr. President, Members of the Board, Lorenzo Bellamy, Alexander & Cleaver. Also, just, just to reiterate, there is no discretion allowed by either this Board or Mr. Corey in terms of what should be signed or what a change is. It clearly states that any change to the information on this form must be initialed by both parties. I mean, Period. There's no discretion allowed here. There's enough uncertainty as Mr. Eliot articulated from Mr. Corey is not sure exactly what numbers are changed; he's even admitted that sometimes he makes changes, or strike-outs, or changes to the numbers and that is material and cannot be cured."

Mr. Corey: "I didn't say I made changes. I said during the course of executing the document, I may mis-write a number, but a change occurs to the document only after it's executed by the

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parties. That is our definition of change with regard to this."

City Solicitor: "Let me ask you a question with regard to the percentage of the total contract. So, that's, that is a percentage, I guess, that can only be calculated at the time a bid is submitted. Is that right?"

Mr. Schaefer: "I'm sorry."

City Solicitor: "The sub-contract percentage of total contract is a number that can only be ascertained at the time the bid is finalized and submitted. Is that right?"

Mr. Schaefer: "Yes."

City Solicitor: "So what do you do, what would you do in a situation if that percentage deviated or was inaccurate given the sub-contract amount, and let's take the one I'm looking at here, which is uh -- Luis Construction. So, the amount is \$1,248,405.00, and this indicates, with the notation a .048. What would happen if a \$1,248,405.00 actually was 0 -- 0.40 percent, not .48 percent?"

Mr. Corey: "We would investigate that and it would be investigated by both offices, the Comptroller's office is very, they're very good at bringing something like that to our attention if we don't catch it, and so if that percentage deviated significantly, significantly from the dollar amount, then we would have no recourse but to find the bidder non-

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compliant because there's an inconsistency there between the percentages and the dollar amount. We didn't find that in this. We didn't find."

City Solicitor: "Okay. Okay, alright."

Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. This contract, it's, it's a, it's a large contract."

City Solicitor: "Yes, it is. That's why you're all here."

Mr. Schaefer: "There is definitely question as to the responsiveness of Archer Western. It's, it's too important of a contract. Our client, the American Infrastructure/PC Construction Joint Venture, their, their contract, their bid complied with all aspects of the law. They had their documents executed properly; their documents, while they were a more expensive contract, a more expensive bid, the submission by Archer Western clearly is non-responsive and with the size of this contract, the value of the contract, it shouldn't be awarded when there's this much questionable information."

City Solicitor: "And since you just made that statement, um -- so on the, on the Part B documents submitted by your client, um, are you saying, that in the case of your client, percentages were inserted before the signatures of both the sub-contractor and the general contractor, and if so, how do we know that?"

Mr. Schaefer: "I, I don't have that information, when, when the

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documents were executed by."

City Solicitor: "Is it your understanding that um, it is generally the case that the um, sub-contract percentage figure is inserted typically, or often, on the day the bids are due? Because that's the day that your client decides what bid to put in, typically."

Mr. Barry Tucker: "Sometimes we, uh."

President: "Can you - can you state--."

Barry Tucker: "Barry Tucker with American Infrastructure. If, if we received a quote from a minority contractor and there's no, uh, in the competitiveness, there's no uh, other minority that's, that may be more competitive, there may be a change or a submission on bid, but before bid day versus a non-bid day."

President: "Anybody else?"

Mr. Schaefer: "No, we just request the entire bid be deemed, the Archer Western bid be deemed non-responsive and request the Board to reject the Procurement Officer's arbitrary and capricious decision because of the changed Statement of Intent forms."

Deputy Comptroller: "I have one another question. You just said that you may make a change some time before date, bid day or, I'm sorry that you might make a change on the amount before bid date or um, on the bid date. Would you have it initialed at

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that point, if you made a change?"

City Solicitor: "Time sensitive? Could you live with a deferral of one week?"

Mr. Schaefer: "Um, I think a change whenever made, would need to be initialed. That's my understanding. The policy announced today, I think, the that Wite-Out change is not considered a change. Is not, I think, following on the Comptroller's earlier question the issue about the date that the form was signed, and what, what, what's clear because of the percentage comment, it indicates that the form was signed before the number was changed, whether or not the percentage is impacted, um, I don't know what exactly current policy is about that. Um, we're not really arguing that that the percentage is the issue, here. The change in the percentage; it's that the date the form was signed, it's obviously been changed since that date; uh the dollar amount. Whether um -- the Board is now accepting and the department is now accepting uh -- changes by Wite-Out, um, that's a new issue."

City Solicitor: "Who has the original document that we're looking, that we're talking about here?"

Mr. Corey: "It's probably in the agency."

Deputy Comptroller: "The agency."

City Solicitor: "Pardon me in the agency?"

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Mr. Corey: "Yes, it's probably in the agency."

City Solicitor: "I mean, you can't, these documents don't indicate Wite-Out or, I mean I'm hearing you all talk about a whited out document that I have, that none of us has seen. I'm going to ask the agency, uh, what would be the implications of a one-week deferral of the Board's decision?"

Rudy Chow, Head of Bureau of Water and Wastewater: "Rudy Chow, I'm the Bureau Head for Water and Wastewater. This particular contract was bid on once already and particularly we are also facing a deadline from the State that's stated on our permit. Uh, the way it is right now, we are already on a very tight schedule, so a deferral of one week would not be uh --favorable. I would not recommend that."

City Solicitor: "Well, well, are you saying that a delay of one week and Board action a week from now would throw you out of compliance, whereas proceeding right now you would be in compliance?"

Mr. Chow: "We are already in danger of non-compliance."

City Solicitor: "Okay, how close are you to. . ? I hear you."

Mr. Chow: "Talkin' about days. In the overall contract."

City Solicitor: "Pardon me."

Mr. Chow: "We're talkin' about days."

President: "Mr. Foxx?"

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Director of Public Works: "Uh, the uh, the agency has a deadline to complete the project and get it in uh, and get it functional. I'm not -- I think the deadline is in December 2016."

Mr. Chow: "That's correct."

Director of Public Works: "December of 2016. Since this had been bid out earlier, and was, uh, and we had to go back and re-bid, the uh, quite some time, months as a matter of fact has been eaten up in that process. Uh, they, uh, we, we would like to proceed on with this contract so that we can get it out and get construction underway."

City Solicitor: "Could, could I ask, could I ask one of the representatives of the protesting -- um, how much difference is there between your client's bid and the Archer bid, how much higher or lower was your client's bid?"

Mr. Schaefer: "You have the numbers there?"

City Solicitor: "Round numbers will do."

Mr. Schaefer: "The difference is about \$15 million."

City Solicitor: "Fifteen?"

Mr. Schaefer: "Yes."

Mayor: "Meaning yours is \$15 million higher than the bid that we're recommending?"

Mr. Schaefer: "Yes. Give them the numbers."

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Mayor: "I can't hear you."

City Solicitor: "Ready for a Motion?"

Mr. Schaefer: "Yes, the numbers that I have. . ."

President: "I'll give them a chance to say something first."

City Solicitor: "Yes. Absolutely."

Mr. Schaefer: "The Archer Western bid was \$263 million; the A.I./PC Joint Venture was \$278 million. Uh, but it has been the practice and precedent of, of, procurement officers to throw out. . ."

City Solicitor: "I understand."

Mr. Schaefer: "To throw out the Statements of Intent when, when there's evidence of changes on the forms."

Mr. Bellamy: "Mr. Solicitor, Lorenzo Bellamy again. You know you made a comment about how important this is and you know this one-week deferment. I think that because of the size of this contract, the size of this work and the interests of the citizens of Baltimore, and what the City is trying to accomplish, I don't see a one-week deferral, uh I think it would give Mr. Corey a chance to actually review this document again and to answer, maybe, some of his outstanding questions, about whether or not, he, "is this a change or not a change". He has questions about it, we have questions about it; he's not sure, we, we, believe that, that were changes."

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President: "I'll entertain the Motion."

Mr. Arnold M. Jolivet, Maryland Minority Contractors

Association: "But, I haven't been heard."

President: "Oh, you filed a protest?"

Mr. Jolivet: "I did send a protest."

Deputy Comptroller: "He, he did. He did."

President: "Okay. I'm sorry. You were standing on this side, so I don't know. You should have been standing on that side, so you threw me off."

Mr. Jolivet: "Move back over here, maybe he if you don't want me on his side."

President: "Go ahead."

Mr. Schaefer: "I have one last statement. Eliot Schaefer, Alexander & Cleaver. The uh, the A.I./PC bid is still under the engineer's estimate, so it is still below that threshold."

President: "Uh, okay."

Mr. Jolivet: "Mr. President, one final, one final. . ."

Mr. Foxx: "That's not an accurate statement. It's not."

(Inaudible)

Mr. Jolivet: "Mr. President, one final, and I briefly alluded, to the question is, as I stated in my communications, is that I think that this contract, with regard to, I, I appeared before this Board when this identical contract was first got the

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permission to advertise, and if you may recall, I stated at the time that it was incumbent upon the City's MWBOO to place, to set and place sub-goals on the contract, and Mr. Corey was here, uh, I pointed out that in 2007, we found, uh, the City found, that prime contractors were unnecessarily excluding African-American MBE subs, so therefore, we specially amended the ordinance to authorize MWBOO to establish and place sub-goals for each one of the enumerated minority groups, uh, benefiting from the ordinance in each contract over \$1 million dollars, construction and engineering. I am just concerned here that, our failure to put the sub-goals in this contract, 200, it was expected and projected initially, that the contract would bid for anywhere from \$200 to \$300 million, and it came in substantially lower. But nevertheless, my point is, you didn't set sub-goals. As a result of not setting sub goals, we find that, again, there is a tremendous substantial unacceptable imbalance in the amount of the sub-contracts going to African-American MBEs versus non-African-American MBE's and I think it's insulting when, when, when we have a situation in Baltimore, where African-American MBEs make up literally 90% of all the City certified MBEs and on this contract, the African-American MBEs received only \$10 million dollars and the non-African-American, one other group, received \$38 million dollars. That's

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an imbalance that's certainly not proper, and not right, and so I'm asking the Board -- while I'm not asking the Board to reject the bids -- I think it would be proper for the Board to send the contract back to Mr. Corey's office and ask the contractor to re-do its MBE, because under the current submission, the terrific, unacceptable imbalance in the amount of MBE subs going, er, dollars going to African-Americans versus MBE dollars going to other minorities, it's just not fair. It's just an unacceptable imbalance here, and I hope that this also would teach us a lesson, where in future contracts of this kind, that Mr. Corey will find a way to set sub-goals because it's been proven, over the years, that in the absence of setting sub-goals, that almost invariably, the contractor excludes the minority, uh, the African-American minorities, and I say to you again; I feel think is unacceptable. I've talked to Mr. Corey about this, uh, many times. Unfortunately, he's agreed with me in principle, but I can never get him to set the sub-goals as the ordinance provides, and Mr. President, I would ask as a condition of awarding this contract, if the Board in its wisdom, decides to award, that the condition would be that the contractor be put on notice that in further awarding of other sub-contracts, that in and of further awarding of sub-contracts, African-American sub-contractors would get a fair and equal

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opportunity to be awarded them, because right now we're being cheated uh, unnecessarily and unacceptably. I just, I, I'm very, very much perturbed that in 2013 we can have a contract in the operations of our minority program that are supposed to help and support and include African-Americans that we can award a contract that in fact excludes African-Americans. I don't think it's acceptable, and I would ask this Board in making this award, assuming they make the award, that they would remedy this situation. It's unfair and unacceptable."

President: "I entertain the Motion."

City Solicitor: "I move that we deny the protest filed by Alexander & Cleaver on behalf of its client, and accept the recommendation of the agency to award to a low bidder."

Director of Public Works: "Second."

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

"Aye."

President: "All opposed, "Nay".

City Solicitor: "Will you accept the Motion of Mr. Jolivet's?"

President: "Yeah, okay."

City Solicitor: "I move that we deny the protest of Mr. Jolivet. The assessment of sub-goals is in the discretion of MWBOO there are \$47 million dollars in MBE work on this contract. I hear Mr. Jolivet saying that's not enough in his view of that ended

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up going to African-American minorities. I don't think that alone is enough um -- to take the action that he's suggested, so I move that we deny his protest."

Director of Public Works: "Second."

President: "All those in favor, say AYE. Aye."

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

Clerk's Note: During the temporary absence of the Comptroller, during the discussion of this item, prior to the Motion and the Vote, the Deputy Comptroller sat on behalf of the Comptroller.

Exhibit D

(Relevant Excerpts from Board of Estimates Minutes,
Recommendations for Contract Awards/Rejections,
March 25, 2015)

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

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

The funds are required to cover the cost for the award of W.C. 1309R, AMI/R Urgent Need Metering Infrastructure Repair and Replacement, Various Locations (3" Larger Water Service).

President: "The um, first two items on the non-routine agenda, we are going to hear both since they're the same arguments, um - - is on Page 46, Items 1 and 2, Department of Public Works, Office of Engineering and Construction, WC 1308R, Urgent Need Metering Infrastructure Repairs and Replacements, and on Page 47, um, Item 3 and 4, Department of Public Works, Office of Engineering and Construction, WC 1309R, Urgent Need Metering Infrastructure Repair and Replacements. Will the parties please come forward? You can start."

Mr. Shapiro: "Good morning. My name is Art Shapiro, I'm the Chief of Engineering and Construction with the Department of Public Works and I'm presenting contract WC 1308R for consideration. It's for AMI and AMR urgent need metering infrastructure services."

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Ah, the bids were taken on December 10, 2014 and the, there were three bids received. The low bid was from R.E. Harrington \$2.699 million; um, and the second low bid was from Metra Industries for \$3.184 million. There was a issue with uh, the bid documents, which uh, urged the Office of Engineering and Construction to stand by its original recommendation for award to the second low bid, Metra Industries."

Ms. Schevitz: "Pam Schevitz, Minority Women's Business Opportunity Office. We reviewed two bids for this contract. Uh, R.E. Harrington Plumbing and Heating was determined to be non-compliant because the Statement of Intent forms had been changed and it was not initialed by both parties. Metra Industries was also reviewed and we determined them to be compliant with the 15 percent MBE and the four percent WBE participation. Um -- last week it was brought up about um -- as part of the protest about Sanitary Contract 877. Um -- it should be noted that the main difference between the bids that were submitted for WC 1308R and Sanitary Contract 877 is that all of the information that was submitted on the Statement of Intent was a copy with the original bid on the Sanitary Contract 877.

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With uh -- 1308R, the Statement of Intent actually included um, actual Wite-Out on the form, as well as copied information, as well as original information. So, there is a distinct difference between Sanitary Contract 877 as well as 1308R, insofar as the submission of the Statements of Intent."

City Solicitor: "A question with regard to the 1308 um, Form B's - so were you able to actually see and identify the white outs on the Form B's?"

Ms. Schevitz: "Yes. You could actually see and feel the white outs. You could actually feel the back of it where it was imprinted with the actual numbers that had been changed on the sub-contract dollar amount."

City Solicitor: "So, you could see both the numbers that were submitted and the numbers that had been whited out?"

Ms. Schevitz: "You could feel that there was actual Wite-Out, yes."

City Solicitor: "And could you -- did, did you, did you try to read the numbers on the Wite-Out that were whited out?"

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Ms. Schevitz: "You could see that there was changes under the actual document, yes."

City Solicitor: "Thank you."

Edward Smith, Jr.: "Thank you very much, Mr. President, um -- and thank you, Mr. City Solicitor for allowing me to uh -- file as a, ah person who could participate as a lobbyist."

City Solicitor: "Absolutely."

Mr. Smith: "I do appreciate it. Um -- as you can see, Mr. President, and um -- Madam Mayor, um -- we sent in on March 23rd, a letter."

Mayor: "Talk right into the microphone."

Mr. Smith: "Yes I will, I will try to do that."

Mayor: "You have to do more than try because we're recording this."

Mr. Smith: "Yes, I understand that. I used to sit in the position and said the same thing, Madam Mayor. So, I can appreciate it. Thank you very much. Um -- let me um -- indicate um -- to you, that um -- there is no way to um -- as the City Solicitor on 877 indicated, when Mr. Corey came before the

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uh -- Board and said that uh there's no way that we can tell when that particular Wite-Out was put on because I still have not heard from the um -- the young lady to my right, that there were in fact numbers which were changed, which were struck out and other numbers inserted on those Form B's. Uh -- and I listened for that very carefully and could not hear it. I also note that in 8-7-7 um -- this Board in fact um -- approved the contract uh, that was issued at that time with Wite-Out, and the questions were asked by the City Solicitor, the same questions that were asked, other than the question as to whether or not you could see that there were any changes. We would submit to you that if you look at the forms themselves, that there were no changes on those forms, uh, and that my letter is an indication of that proposition. In addition to that, there was some question, I think from Mr. Chow, as to whether or not um -- you in fact did make a, um -- deviation from the former decision to in any instance not allow Wite-Outs in these proceedings. Ah, we brought in all of our 'subs' they sat in those chairs and --."

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President: "I'm sorry. Go ahead."

Mr. Smith: "-- that's alright, Mr. Chairman. I understand."

President: "I thought it was off."

Mr. Smith: "That's okay. Um, thank you very much -- and they sat in those chairs, and we all agreed and they sit in those chairs today, that there were no numbers changed in what they were to receive as a result of their contracts. That was an affirmative proffer and acceptance by this Board. Uh -- last night at approximately 7:52, I received a call to have them all here and present today, um -- which was surprising. But, nevertheless uh -- the company and Mr. Harrington was able to prevail upon them to come here today to say the same thing that they said a week ago in these proceedings, and that is that there was no changes in the amounts that they would receive as a result of the contracts in 1308, and they are here to say the same thing with affidavits today, as you have requested. Um -- that being the case that um -- being the case that um -- that there was absolutely nothing untoward about what occurred, the words of I think, Judge, Justice O'Connor, are kind of rolling in my head, and have been since I left these proceedings last week, when she said 'Discrimination in the construction industry

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is like a cancer in the blood on the society', um, and I think that when you look at what has occurred, uh, Mr. Harrington, who is the low bidder by almost \$500,000.00, it would be ill I think, of the City, to expect that the taxpayer should pay an additional \$500,000.00 uh, for Wite-Outs when not only the spirit, but the intention of the legislature, uh -- the legislation in this case, is squarely before this Board. Um -- Mr. Chairman, I don't mean to be um -- vociferous. I don't mean to be controversial. Ah -- but I do mean to expect justice for Mr. Harrington and for the 'subs' who are here. Uh -- moreover, I think that um, one of the things that has been overlooked here is that when um, the -- when last week it was indicated that there was no, um -- in the Metra bid, there was nothing that was untoward, that was just not the case. Um, once again, by the very documents which this agency had before it, it saw that on the Adams um -- instruments that Mr. Adams was in fact, not a provider for anything other than services and that there's a 25 percent MBE qualification that was put on these forms. Am I speaking in the microphone, Madam Mayor?"

Mayor: "Um-uhm."

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Mr. Smith: "Okay, great. Ah, so I want to make sure that I'm heard on that issue. I thank you very much for the opportunity to be heard."

President: "Thank you."

City Solicitor: "Mr. uh --"

President: "Madam Comptroller."

Comptroller: "It appears that we need to be consistent, because, uh -- Mr. Nilson, in the Minutes of August 14, 2013, you stated that if the other party has knowledge of the change and concurs, you said it is okay, and the 'subs' that were here last week, they stood up and they were in agreement. So, it appears that it should be okay."

City Solicitor: "Madam, Madam Comptroller, I never said, and the Board never ruled, that if the 'subs' said it's okay it's okay. Here --"

Comptroller: "Let me read it, can I read it? It says here on August the 18th, August 14, 2013 on Page 3101, 'City Solicitor: Well, we well we wouldn't for example, let's say that there's a number that was written in pencil, if there was an erasure and that it was corrected and a different number was put in, and the document bore the signatures at the bottom, we would not view that as a change."

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I wouldn't anyway, unless somebody, unless somebody established to me that the erasure occurred after the signature of the parties and without the knowledge of one of the signing parties. If, if you had, if you had here today, the sub-contractor who subscribed to the document, and the sub-contractor said I didn't concur that change that was put on after my signature that would be a different situation.'"

City Solicitor: "Well yes, but the first situation was talking about an erasure that occurred before the sub-contractor signed the document."

Comptroller: "But, how do we know?"

City Solicitor: "Which, which -- well in that case, a case a year and a half ago, we, we were not able to determine that there was a change because unlike these documents, which are originals and you can see the Wite-Out, a year and a half ago all the documents were photocopies and you could not tell whether there was a change and if you assumed there was a change, you couldn't tell when it occurred."

Comptroller: "But you could because --"

President: "Let him finish then you can finish."

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City Solicitor: "On the basis, those were the facts before the Board, on which the Board ruled a year and a half ago. It's different in this situation because I have inspected, as have I think, other members of this Board, the original documents submitted, and you can clearly see the white outs and you can see the numbers, you can't read every digit of the number replaced, but you can see that numbers were there previously and they were changed by Wite-Out. That's a very different situation from what we had a year and a half ago, and the nature of the documents with the signatures of the 'subs' being photocopied signatures, not original signatures. Director Chow and I have looked at these, at these um -- original forms extensively, and we have them with us today. Um -- they make it clear that there was a change and all of the circumstances make it clear that those changes were made after the photocopied signatures of the 'subs' were put on the documents."

Comptroller: "But on 8-7--"

Mayor: "Madam Comptroller--"

City Solicitor: "-- the documents --"

President: "Hold up--hold-- up."

Comptroller: "Okay."

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Mayor: "--I just want to clarify what's being said, in the origin - in the case that was referenced in 2013, the whole thing was photocopied. So, there's no original, there was no, as far as I understand, there was no ink and then photocopy, it was all photocopy."

City Solicitor: "That's correct."

Mayor: "On the, on the form that we're talking about, on the form that's before us today, there was a photocopied document. One of the critical things that was included on the photocopy was a signature. So, the signature existed on the previous document.. On top of that photocopy, which included the signature, there's Wite-Out, and there's no ink signature that accompanies that Wite-Out. So, there's no, there's, there's clearly the original document that was photocopied, including the signature and then an edit."

Comptroller: "I understand that, however on the Statement of Intent for 8-77, there's a signature of June 11, 2013 but then there is another notation that says 'As of 10:30 a.m. on June the 12th', there's a change. So, there was a change after the-- the signatures because the signature has June the 11th and on, and on this document, you can take a look at it, Mr. Nilson --."

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City Solicitor: "I've seen the document. I know what you're talking about. Yes, and the Deputy Comptroller raised that to the Board and the Board found that that was not the kind of change that persuaded them to come to a different conclusion."

Mr. Smith: "I, I still remember the echoing of your words when this matter was taken up a year and a half ago, um in another contract involving an outfit. You asked whether or not it was subject to scientific evaluation on the form. Ah, the answer to that of course was 'No, it wasn't' and the conclusion was that if you could not tell it, and did not have it evaluated scientifically, then the naked eye, it seems to me, one could say was not enough. So, I'm wondering what the difference is between now and then."

City Solicitor: "Be -- because here, as Madam Mayor has just said, and as I said previously, you can clearly see the Wite-out on these documents, which was not the case a year and a half ago."

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You can clearly see that prior numbers were there and you can tell from the documents that that Wite-out and the changes of those numbers occurred before all the signatures were put on the document."

Comptroller: "But Mr.--"

Mr. Smith: "And the bottom line is that nothing has changed with respect to the sub-contractors. Thank you, sir."

Comptroller: "Also, Mr. Nilson, no one looked at the original documents of 8-77 because you asked for a deferral and the um, and it was said that it was time sensitive, so we did not look at the original documents to see."

City Solicitor: "Well, I think we were told what the original documents showed."

Comptroller: "We didn't look at the original documents."

City Solicitor: "Well that's because time --."

Comptroller: "You asked, you asked for a deferral and we did not look at the originals."

City Solicitor: "I, I asked if deferral it was possible --"

Comptroller: "Yes."

City Solicitor: "-- and the DPW said no --"

Comptroller: "Right."

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City Solicitor: "--because of consent decree time requirements. So, we acted without the original documents, but we have since gone back since these gentlemen raised 8-77 and looked at those original documents and they, basically they are all photocopies, they are not originals. You cannot tell, just as you couldn't a year and a half ago, whether a change had been made, and if so when it had been made. That remains the same as it was a year and a half ago."

Director Public Works: "And I believe that we do have both of those documentations here 13-08 and 8-77."

City Solicitor: "And, and I might add just with regard to the 'subs' so for the 'subs' to say, we're okay with the numbers, these are our numbers, we're good with them is not sufficient because we, this, we have a consistent history of not allowing folks to come forward on or after the bid, or after the bid and saying, 'oh, I'm cool, let me initial those documents' or 'Let me tell you I'm cool with those numbers'."

Mr. Smith: "Well why were they--"

The num, the, the M-W-BOO law requires, and the documents require, that that be determined before they are submitted. They have to be submitted in a way that they are not changed and where, either by signatures or

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initialing it's clear on the documents, as they are submitted on bid due date, that everybody is on board, in writing with those numbers."

President: "Okay, I'm, I'm going to say one thing --."

City Solicitor: "And, and to come in --."

President: "I want to say one thing before we go any further. Um -- until I recognize you, please don't speak out. I would ask that you not do that. So, you're speaking now."

Mr. Dashiell: "If I'm being recognized?"

President: "Yes. Yes."

Mr. Dashiell: "Ah -- Mr. President, Madam Mayor, my name is Robert Fulton Dashiell. I represent R.E. Harrington on 1309R and inasmuch as the President recognized accurately that the issues are the same, I thought I would chime in at this point and give you the benefit of at least my two cents on the matter. Ah -- number one, yes, you can show, uh, you can see that there was a number there prior to the white out. Number two, you cannot show from the white out that the number that was there before is different from the number that was there afterward. You cannot tell that, I don't care what you look at. For all we know, you could be looking at a correction, a re-statement of the number; but let me say, let me say, let me say more than that because, because somehow we get lost."

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This is a minority business participation program. This is, this is not, you know, you know, flip a coin. I, I got to make a confession here because I started this whole squibble business. Mr. Nilson, you remember on contract number 845 Frucon, which since became my client, by the way. But, I started this whole Frucon business, I came before this Board and said that a scratch out without an initial is wrong because you couldn't tell that there had been an agreement. You know what? I'm going to confess something to you. I was wrong. Let me tell you why I was wrong. I was wrong because I was not aware at the time what the real industry practice is, and every 'sub' will tell you this: the real industry practice that has been known to the City, from going all the way back to Shirley Williams, is that frankly all these forms are signed in blank. That's the real deal. Every single one of these forms is signed in blank, and not, and not to evade or, or, or to evade or avoid the MBE requirement, but as a necessity, and here is why. If I'm going to give you a price to do hauling, I'm not going to read through 70 pages of drawings and specifications just to tell you that I'm going to charge you \$50 an hour to haul; or \$10 a load, or \$15 a cubic yard.

MINUTES

I'm going to give you my price list and I'm going to let you choose which services you want and which certified services you're going to include, and you fill the form out. That's exactly how it's done. Every one of these 'subs' here, including the president of the association, will tell you that's exactly the way it's done, and that's the way it's always been done. Why's it been done that way for the 'prime' contractor side? Because the form requires a statement of percentage which cannot be calculated until all of the other numbers are in place. Nobody's riding around with a truckload of MBEs in the trunk of their car, saying 'Sign this form after I calculate my percentage', it's just not done that way. So it is in fact disingenuous, it is disingenuous, it is disingenuous to throw a bid out because a form was changed after a signature was put on it, when in fact the signature was put on it when the form was blank in the first place. That's the truth of the matter."

President: "Madam Mayor."

Mr. Dashiell: "That is the truth of the matter."

MINUTES

President: "After you finish, the Mayor's going to respond."

Mr. Dashiell: "I'm done."

Mayor: "The challenge is that it seems disingenuous to, to, to fight to establish a rule, and then when it doesn't work for your client, say that the rule was wrong."

Mr. Dashiell: "Well, Madam Mayor, uh -- what's wrong is not to admit that you're wrong when you are, and, and, and I'll be honest with you. This is probably not the first time in my life I've been wrong. It's probably not, but it's not the first time, this Board hasn't been nearly consistent as Mr. Nilson professes. The fact, the fact of the matter is prior to 845 there was no rule. Prior to my argument on 845, this rule didn't exist."

Mayor: "But if I may --"

Mr. Dashiell: "Yes Ma'am --"

Mayor: "Mr. Dashiell, because, because we care, and I hope I'm speaking for all of us, about the compliance uh -- with the uh -
- MBE/WBE regulations, because we care about inclusion, it's my understanding that since the previous time when the contract against, I mean the, when Mr. Harrington had the apparent low

MINUTES

bid but was rejected because of a mistake, it was my understanding that my office worked with his team to make sure that they understood all of the um, how to fill out the forms, what was acceptable, what wouldn't be accepted, so that we wouldn't be in this place of having, of what we're saying, of what you're saying is a technicality that should be overlooked. Um -- so we wouldn't be in this place again. We went, we worked, it's my understanding that we worked with the team to say 'this is how it's done, this is what's acceptable', 'this is what is not acceptable', 'this is what you need to put in', because we don't, because we want to see him be successful."

Mr. Dashiell: "Well, Madam Mayor what happened here, and this was, and this was to facilitate the City's interest in, in providing the low bid. What really happened here was that on the day of the bid, Mr. Harrington, just like a lot of prime contrac- bidders do, received a last minute quotation which had the effect of lowering its bid price. These ladies, they are on the way out the door the bid -- with no changes, no Wite-Out, no anything, he comes in with a lower price because, because at the end of the day there's supposed to be at least a presumption that if you're the low bidder you might get awarded a contract."

MINUTES

That's true in almost every other jurisdiction. So, so, what he, he, he calls into his staff and says 'I've got a lower bid', they're on their way out the door. That's why the change was made at the last minute. It wasn't because of their -- and they appreciate your work. It wasn't so much a mistake, it was their effort to try to make sure they submitted a competitive bid which happened to be in this case, the low bid by almost a million dollars on my contract, five hundred thousand dollars on, on Mr. Smith's contract. We, we, and Mr., Madam Mayor, there's nobody in this universe that cares more about minority participation than the people standing at this podium, particularly me. I've been doing this almost 40 years. Almost 40 years I've been dedicated to this. The original program was written for the City by me. The, the first ordinance was drafted by the City, with all due respect to the former President, was drafted by me. Nobody's spent more time doing this than me. I organized the minority contractors association, so I, so the notion that I don't care or that I'm changing because I've got a client that says something different, is, is, is wrong.

MINUTES

That, that's really not true, and I know you're not suggesting it, but it really isn't true. I changed because I was wrong. I changed because the industry practice is exactly as I described it. I changed because I got seven contractors here who are going to lose a lot of money from not awarding the contract to a certified minority firm. That's the thing that really gets me. We've taken the purpose of the law and turned it on its head. It wasn't supposed to be about technicalities, it was supposed to increase minority participation. That's what it was supposed to do."

President: "Joan?"

Comptroller: "So, Mr. Nilson, why did we ask the 'subs' to come down today? What was the purpose?"

City Solicitor: "Well, we've actually learned a good deal from Mr. Dashiell about what happened here, um, so I suppose we don't need to hear that from the 'subs.' What happened here is um, the contractor took previously signed documents, made alterations of them at the time of the bid, changed information on them, and while that may be pragmatically what they need to do or what they had to do in this case, in doing so they violated the requirement of the Form B, which says information can't be changed.

MINUTES

So, Mr. Dashiell has, has spared all the 'subs' of having to confirm what he's just related to. Now, Mr. Dashiell's then, so we then have a situation where --."

Mr. Dashiell: "That's not what I said, Mr. Nilson. Let me say something, let me say something further. The prices ultimately weren't changed because every one of these 'subs' submitted a unit price. The only thing that got changed was the aggregate. The amount that they're going to get paid for the unit has not changed, and that's what they're here to say."

City Solicitor: "The -- the number on the form changed --"

Mr. Dashiell: "Yes --"

City Solicitor: "-- clearly."

Mr. Dashiell: "Yes."

City Solicitor: "--and that's clearly contrary to the form and it, and I don't even, I don't know for sure the history, but it's very possible that the, that the specific requirement on the form that any changes must be initialed is a consequence of the case that you argued successfully in the other direction four years ago."

MINUTES

So, we make the rules based on what happens, you have to follow the rules, as inconvenient and difficult as that may be in situations like this where the rules weren't followed. So, you, you know you may think we're being a slave to the rules. The rule has a purpose which is to avoid creating a situation where the 'prime' can basically jam -- and I know you're saying that's not true here -- can jam numbers down the throats of 'subs' which they really weren't on board with, and we don't know that they were on board because we don't have those changes initialed."

President: "Comptroller?"

City Solicitor: "--I, I say the easy way to do it - so if you've got a situation where there's a last minute change and you've got a bunch MBE and WBE 'subs', you need to have them with you so that when you make the changes, they can initial."

Mr. Dashiell: "That's what I just said. You want them, you want somebody to ride around with them in the back of the pickup or the trunk of the car? Mr. Mr. Nilson--"

City Solicitor: "It, it's a big contract -- there are big contracts --"

Mr. Dashiell: "-- Look, Mr. Nilson--"

MINUTES

City Solicitor: "-- and you know what the bid dates are, so there are other ways of dealing with this problem."

Mr. Dashiell: "Mr. -- Mr. Nilson, yes there are and frankly I'm working with your office to change that. You, you know what I suggested four years ago that would change it today -- modifying the bidder affidavit to add a clause that simply says that 'I certify under note, under oath, that the minority participation is true and accurate as submitted.' That's all, that's all and stop playing this game about last minute changes; stop forcing a square peg into a round hole because it's not working and it's, it's, it's taking the purpose of the program and it's turning it on its head."

City Solicitor: "We understand that, but you can't change the rules in mid-game, okay? So, we have had conversations internally about changing the line that appears on the Form B's and about addressing the practicalities of the prospect, of the process, we will do that and we will be delighted to have your input on it, but we, but that's the next game. We cannot change the rules now in mid-stream."

MINUTES

Mr. Dashiell: "Mr. Nilson, you talk about changing rules-- when you bid a public contract, you have an expectation of award if you're the low bidder, not if you're not the low bidder. Anybody who bids higher than R.E. Harrington has no reasonable expectation of being awarded anyway, so you're not changing the rules for anybody. The fundamental rule is low bidder is supposed to win. That is the fundamental rule."

City Solicitor: "Low bidder compliant with the rules - and that's the way the MWBOO program has always been run, and we happen to have a rule that you disagree with, and we're going to take a look at it. But, again it's like you can't play the first half of the game and then changes the rules at half-time because you don't like the way the game's going."

Mr. Dashiell: "Mr. Nilson, you, you, you know we, we could, we could debate this for a long time --"

City Solicitor: "-- We could --"

Mr. Dashiell: "-- about how consistent your position has been; how consistent your advice to the Board on one matter or another. But, the bottom line here is you've got a low bidder, a

MINUTES

certified minority firm and a cost of a million and a half dollars lower than the next highest bidder, with all the 'subs' saying that they're agreeing with the price on bid day, not afterward, but on bid day, that's what you're saying here today. And instead of trying to find a way, instead of trying to find a way to, to enhance the minority business program by increasing minority participation, instead of trying to find a way to save the City a million and a half dollars, what you're sitting here doing is uttering phrases that says 'we got to be consistent to a rule.'

City Solicitor: "Har -- Harrington submitted a bid, another bid on another contract that's before us today that's clean - 1330 - no violation that we can discern, so it's possible."

President: "Madam Mayor.--Did you have something to say?"

Comptroller: "I, I, I understand what you said, but, the bid that he's complying with has nothing to do with what he's talking about today. And again, you know, Mr. Nilson, you said that if the other parties had knowledge and they concur, that it's okay. That's, that's what's in the Minutes."

City Solicitor: "Respectfully, you're taking the words out of context."

Comptroller: "No, it's in writing."

MINUTES

City Solicitor: "Like Mr. Dashiell, maybe I misspoke a year and a half ago."

Comptroller: "Okay. It's in writing. That's what you said."

City Solicitor: "He admits to making mistakes, but I don't, I don't think that in context you're accurately using my words--"

Comptroller: "I just read it."

Mayor: "But reading it doesn't mean that it's being read in the right context, and that the challenge I have is the notion that we're not trying to fight for, ah, minority participation. That's why we work with -- unless I'm wrong. My, my team told me that that they tried to work with you on technical, on making sure that there was a technical, making sure that you had adequate uh, technical capacity to get in the bids correctly."

Mr. Harrington: "Good morning, ah -- Good morning. Ah -- Bobby Harrington, President R.E. Harrington Plumbing. Yes, on bid day we did make a few changes but --"

Mayor: "That's not what I asked. My, my understanding, and again, I could be wrong, is that my team worked with you since the last time we had this issue."

Mr. Harrington: "No ma'am."

MINUTES

Mayor: "Nobody worked with you?"

Mr. Harrington: "No ma'am."

Director Public Works: "No, may I?"

Mayor: "Mmmmm."

Director Public Works: "Now remember 1308, well 1307, 1308, 1309, 1310 -- this is the third round of bidding, third round. Now in previous two times, our team and M-W-BOO along with others has sat down."

Mr. Harrington: "Who? Sat down with who? Not me. Who? You sat down --."

Director Public Works: "Somebody from your team."

Mr. Harrington: "No. No sir. No sir."

Director Public Works: "So you're saying that we have never advised you in terms of proper way of filling out the forms, of helping you and guiding you as far as submitting a 'clean bid?'"

Mr. Harrington: "No sir. Not from - I don't know who he talked to, he didn't talk to me -- so --"

Mayor: "Mr. Chow, do you know, do you know who from your team sat down --?"

Mr. Harrington: "I'm being honest. If you could give me a name."

Director Public Works: "Tom Corey, the previous MBE Officer he sat down with R.E. Harrington."

MINUTES

Mr. Harrington: "No sir. No sir."

Director Public Works: "Not from R.E. Harrington?"

Mr. Harrington: "No sir, never heard from Mr. Corey. Nobody."

City Solicitor: "Well, well let me just say, and I know this is not totally germane to today, to this moment, but we are about to have a new MWBOO director. He's, I think everybody will be excited um, to meet him, and to see his qualifications, and I can tell you that person's first order of business is going to be to address this situation, to hear from Bob, to hear from you and to work with you so that we don't have these problems recurring again because we see them right now with um, a number, not all of your contracts, because the one today, the other one, 1330 has already been approved on the routine agenda. So, we don't want to have you back here regularly. We don't want this to become a chronic problem, so we will work with you to make sure this doesn't happen again. And to help address the reality that Bob Dashiell has very candidly talked about -- about what happens on bid day -- which is not -- what happens on bid day is not what the requirements, it does not match the requirements that we legitimately impose um, for this program. So we've got to make reality and the requirements match in the future, so we'll work hard to do that."

MINUTES

President: "Any more closing arguments? Identify yourself."

Mr. Jones: "Ah, Pless B. Jones, Sr., President of Maryland Minority Contractors Association here on behalf of Robert Harrington Plumbing. I've listened to everything that was said, and the M-BOO office should be an advocate for MBEs but we have never gotten that. Everybody here, except for Ms. Pratt, was arguing how they should not give the job to Robert. She's the only one who said 'Look, this is the reason why it should be given to him'. We should not have to come here each week; look people get pregnant and make mistakes, okay? Sometimes they get pregnant two or three times, okay? --"

City Solicitor: "Sometimes it's not a mistake."

Mr. Jones: "-- But they don't throw 'em away, okay? He, he is a certified MBE for 25 years. Mr. Young, you talk about you want minorities to get jobs, you talk about you want jobs in the community, that's what he do. He had, what three jobs that you bid that day? Four jobs he bid that day, all going in at the same time, all of them going in at the same time. It seems to me that in order to save the City a million and a half

MINUTES

dollars, he is the low bidder - what's the purpose of not giving to him? Only because you don't want him to have them? Okay?"

Mayor: "I think that's a mischaracterization."

Mr. Jones: "Well, just let me speak, just let me have my piece because that's what I see. Now, I'm not going to bite my tongue to nobody, okay? Robert Harrington was down here a year and a half ago when he was low bidder on \$10 million dollars' worth of work, okay? He was MBE short by maybe two percent or three percent, because somebody, he had it going in, somebody told him they were certified, they wasn't, that cut his MBE by two or three percent. The next, second, bidder was short too - by one percent or percent and a half, but they gave it to him."

City Solicitor: "Shouldn't have. Typically if, if there are two bidders, and they're both short because of that kind of problem, they would both be non-compliant."

Mr. Jones: "He wasn't non-compliant. You all didn't make him non-compliant because - you made Robert non-compliant. I'm here to represent the MBE community, and if this is what we're going to get today, then I just don't know what to do - except do like 'Jollie' and take to the streets."

MINUTES

City Solicitor: "I, I would --"

Mr. Jones: "Jollie, Jolivet said, 'Let's go march'. You know--"

City Solicitor: "I would, as I think I said before, I would invite you and Bob and whoever else you want to --"

Mr. Jones: "I'm not talking about tomorrow. I've been told too many things about tomorrow. I'm talking about this bid today."

City Solicitor: "Okay."

Mr. Jones: "-- We have been denied too many times to be denied again today."

Ms. Schevitz: "Can I say something?"

President: "Excuse me, excuse me --"

Ms. Schevitz: "Pam Schevitz."

Mr. Jones: "I had the floor. I had the mic. He reached his hand on the mic."

President: "Alright, finish up, Mr. um, Pless, Jones."

Mr. Jones: "Thank you sir, Mr. President. You know, I think that we need to do something today. This Board needs to show up today, okay? Not tomorrow. Not what we are going to talk about."

MINUTES

We've been to too many outreaches and all this for years. What we get nothing but a few crackers, okay? Today, we have a gentleman here that is low bidder on really four bids. Two that's on the Board right now, and the Board needs to do something about it right now. Thank you."

Ms. Schevitz: "Excuse me, I'm sorry."

Ms. Schevitz: "Pam Schevitz, Minority Business Opportunity Office. I just want to say that we have been very consistent with our rulings in determining non-compliance and compliance, whether the bidder, the prime bidder is an MBE, or a non-MBE, and we apply the same rules across the board when we're dealing with bids. So, to say that we're ruling differently than an MBE when the 'prime' is an MBE or not an MBE, I, I take offense to that."

Mr. Dashiell: "If I, may, Mr. President, they have ruled differently on the issue of what a supplier is. Listen, this was a footnote in Mr. Smith's argument. But, I heard somebody say that, that Metra is compliant. Metra isn't compliant. K Adams is a diesel fuel supplier. On everybody's bid, he's listed in that section of the form as a supplier; he's not listed as a sub-contractor."

MINUTES

But, yet we heard last week that we regard that as a service. I mean, that means that everybody who's selling something can, can, can be providing a service. Mr., Mr. Adams is here. He will tell you that he's only submitted a price as a supplier; he will tell you that that's all he does. He doesn't perform any work on the job-site. He doesn't do anything. He brings the oil in and he leaves it wherever they tell him to leave it, whether it's in a storage facility or the back of a truck, wherever they tell him to leave it, that's where he leaves it, and he's always been placed as a supplier, and Metra and everybody else listed him. There's a separate section on the form for suppliers. He's not listed on top where you can claim 100 percent credit; he's listed under the supplier section."

President: "Pam, you have something to say?"

Ms. Schevitz: "As far as the fuel oil, I would like to say also that we have consistently used fuel oil companies as a service company, like a fueling service. In fact Mr. Jones here was awarded a contract as a prime contractor where he used a fuel oil company for seven percent of a 10 percent WBE participation rule, goal, and we considered it as a service. We did not apply the 25 percent supply limit to the contract, just like we did here."

MINUTES

President: "Okay. You have something to say, Miss?"

Ms. Letke: "My name is Kim Letke. I'm the WBE listed on the contract. I think the facts show that the MBEs all agreed that the numbers have not changed, and that there might have been some Wite-Out done. The Board has consistently made an opinion on different contracts, on the face of the contracts, whether or not they were within a certain limit of service vs. not service. Uh -- and if there's two problems with the first low bidder and the second low bidder, then you should either throw the whole thing out and re-bid it or you should give it to Mr. Harrington because the second bidder is going to have the same problem with a challenge from Mr. Harrington because he's going to challenge K&K Adams Fuel. But face the facts that they simply clearly, all the sub-contractors agree with the dollar value; the percentage is correct; nobody initialed the Wite-Out, which is a minor error, and this Board has consistently, um, worked with those contractors - the same with Welsh Construction on their contract - and other contracts."

MINUTES

They've worked with them, you can work with Mr. Harrington, and if you can't see the first one, then the second one has a second problem."

President: "Madam Mayor."

Mayor: "Thank you. Um -- I want to reiterate the fact that number one, I fight every day to save-- to be effective and efficient and to use the taxpayers' money in the most effective and efficient way. So, the fact that uh -- that it was done incorrectly, and uh -- stands to cost us a million and a half dollars more, it pains me. Because I know that we work very hard to, as I said, be effective and efficient with taxpayer money. Additionally, we work very hard to make sure that we provide, that we make a way to provide opportunity for local business, for women-owned business and for minority-owned business. The challenge is that if the -- if Metra had come here and submitted the same form, Mr. Dashiell, you and your team would tell us that we need to reject it for the same reason, for the exact same reason that you've said consistently, because the form wasn't right."

MINUTES

But, because your client did it, now it's our problem and we don't care about minority businesses and it's just not true. It's a rule that we have used but we can differ on whether it's consistent or not, but you know you've said it, they've said it, they submitted something that was wrong - that was, that was, changed. I would like for, I would have liked for nothing more than for that change to have been uh, documented correctly so we wouldn't be in this position. And the last time something like this happened I said the same thing. But it pains me because I know that this represents local jobs, but the answer isn't to ignore it and to pretend like it didn't happen, or to pretend like, pretend like if the situation were reversed, that you wouldn't be saying the same thing. We have, there has to be some consistency. You know if Metra came and submitted that you would be telling us that we can't accept it."

President: "This is going to be the last um, argument, so who's going to make it? No, I'm saying, is there any more closing arguments as relates to both of these issues before the Board?"

Mr. Dashiell: "Let, let me say one thing in response to what Madam Mayor just, just said. This is not an issue of integrity on the part of you or the City."

MINUTES

I, I recognize that there is a rule, but I also recognize that, 'consistency is the hobgoblin of little minds.' The fact of, the fact of the matter is we have to keep in mind the ultimate objective here and who is harmed. Metra isn't harmed by an award to somebody who bid a half million dollars lower than them. They didn't, they didn't submit a bid expecting to win if they were half a million dollars higher than the low bidder. We, the purpose here, the purpose of the program is minority participation. That's the purpose of the program, and that's what we're losing - we're not only losing the sub-contractor participation, but we're losing the valuable work that Harrington would perform with his own forces, and I differ with Ms. Pam --, Ms. Schevitz and the whole program that 'says minority prime contractors are the same as non-minority prime contractors.' That's simply not true. It's never been established that way in the law, and it's not true as a matter of practice, because every other 'sub' that Harrington uses is also going to be minority well above the 10 percent or 15 percent, and, and I defy you ever to have a non-minority prime contractor who ever gives you more than the minimum required.

MINUTES

So, there is a difference, there is a difference to the overall achievement of minority program, there is a difference of minority participation. It's not a matter of integrity, Madam Mayor, it's a matter of simply doing what is right. If it's right today, do it today. If we didn't do it right tomorrow, we can't fix tomor -- we can't fix yesterday and tomorrow is not here yet. Today really is the only day we have - do what's right today. Let's not be bound by what Dashiell says or anybody - you know what's right. Okay, so I was wrong -- brand me, tar and feather me, do whatever you want, but don't throw away the minority program simply because somebody who didn't have a right to the contract bid and said they're in compliance, and that's just wrong, that's just wrong. I, I, I'm sorry I'm emotional, but it's just so wrong."

President: "Mr. Jones."

Mr. Jones: "Pless Jones, Maryland Minority Contractors Association. I, I submit to uh, Madam Mayor, President of the City Council, and Comptroller, Ms. Pratt, is that this Board has the right to reject bids or the right to award bids, whichever is in the best interest of the City. In this case, the best interest of the City and the best interest of the minority community.

MINUTES

So you all have that right to do what you want to do that's in the best interest of the City. Robert made a mistake before, yes he did. Whatever Bob Dashiells said happen before, yes it did. Whatever happened on 877, yes that happened. But, you all have the right, and the law is on your side, to do the best thing for the City, this case saving the City a million and a half, you all can do this today, and also helping the minority community. Thank you."

President: "Thank you. Anyone else? I entertain a Motion."

City Solicitor: "Um -- I'm going to MOVE that we reject both bid protests um -- without going into all the reasons other than to say that we have rules that are governing now and it's important that we follow them. It's also important that we re-visit those rules and, if you want to make as a condition of the Motion, that the MWBOO office and the Law Department and others come together with recommendations around the subject within 30 days, I think that would be appropriate."

Director Public Works: "Second."

President: "All those in favor, say AYE."

President: "All opposed, nay."

MINUTES

Comptroller: "Nay. I vote **NO** because by Mr. Nilson's testimony, I don't see the difference between an erasure and a white-out and by your testimony you said that there was an erasure and it was corrected and a different number was put in and the document with the signatures at the bottom, that you would not view that as a change, and if the 'subs' concur, it would be okay, so I vote **No.**"

President: "The Motion carries."

* * * * *

Exhibit E

(Relevant Excerpts from Board of Estimates Minutes,
Recommendations for Contract Awards/Rejections,
November 9, 2011)

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Water and Wastewater

1. SC 845, Nitrification Filters and Related Work for the ENR at Patapsco Wastewater Treatment Plant
- REJECTION** - On August 10, 2011, the Board received and opened four bids for SC 845. All bidders were found to be non-responsive. The Department of Public Works, Bureau of Water and Wastewater requests the Board reject all bids as being in the best interest of the City. Permission to advertise will be requested at a later date.

A LETTER OF PROTEST HAS BEEN RECEIVED FROM FRU-CON CONSTRUCTION, LLC.

A LETTER OF PROTEST HAS BEEN RECEIVED FROM PC CONSTRUCTION COMPANY.

Deputy Comptroller: "I would also like to announce that the Board received a protest for Page 70 item 1. The recommendation to the Board is to reject all bids. Accordingly the Board did receive the protest and consider them however; the Board will not hear the protest today."

Bureau of Purchases

- | | | |
|--|------------------------|---------------|
| 2. B50002137, Ten Wheel Truck with A Flatbed Crane | Altec Industries, Inc. | \$ 212,029.00 |
|--|------------------------|---------------|

MWBOO GRANTED A WAIVER

8

CITY OF BALTIMORE

SHEILA DIXON, Mayor



DEPARTMENT OF PUBLIC WORKS

CONTRACT ADMINISTRATION
1105 Abel Wolman Municipal Building
Baltimore, Maryland 21202

CERTIFIED MAIL RECEIPT NO. 7008 3230 0001 9601 3212

July 9, 2009

Pizzagalli Construction Company
50 Joy Drive
South Burlington, VT 05403

RE: WC 1160 - Montebello Plant 2 Finished Water Reservoir Cover

Dear Sir or Madam:

On July 2, 2009 the City of Baltimore Minority and Women's Business Opportunity Office (MWBOO) found your bid submission package for WC 1160 Montebello Plant 2 Finished Water Reservoir Cover to be non-compliant. The reason stated was: On Part C, Statement of Intent form the subcontract amount has been changed but is not initialed by both the Prime Contractor and WBE Subcontractor. The Department of Public Works does not recommend contract awards to firms whose bids do not comply with Article 5 Section 28 of the Baltimore City Code.

If you require further clarification of this decision, please contact the Department of Public Works' Office of Compliance at (410) 396-8497. As a courtesy, your firm will be contacted by the Office of Contract Administration prior to the recommendation to award this contract.

Sincerely,

DOREEN DIAMOND
CONTRACT ADMINISTRATOR

Cc: DPW-Office of Compliance

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW - cont'd

WBE: EASE Painting and Construction, Inc. \$ 25,000.00 1.13%

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM BRADLEY ARANT BOULT CUMMINGS REPRESENTING CIANBRO CORPORATION.

9. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,941,177.19	9960-910300-9558	
Water Revenue	Constr. Res.	
Bonds	Meter Replacement	
1,317,936.81	" "	
Counties		
\$3,259,114.00		
\$ 221,460.00	-----	9960-910301-9557-2
		Extra Work
221,460.00	-----	9960-910301-9557-3
468,718.00	-----	9960-910301-9557-5
		Inspection
2,214,600.00	-----	9960-910301-9557-6
		Construction
132,876.00	-----	9960-910301-9557-9
\$3,259,114.00		Administration

The funds are required to cover the cost of the award for WC 1230, Pretty Boy Dam Gatehouse Facility Improvements.

A PROTEST WAS RECEIVED FROM BRADLEY ARANT BOULT CUMMINGS REPRESENTING CIANBRO CORPORATION.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Dept. of Transportation - cont'd

10.	TR 13302, 33 rd Street and Loch Raven Boulevard Intersection Improvements (Geometrics Safety) Project	P. Flanigan & Sons, Inc.	\$1,127,910.25
	DBE: Priority Construction Corporation	\$110,003.95	9.75%
	AJO Concrete Construction, Incorporated	18,102.78	1.60%
	Powell's Trucking Company, Incorporated	32,060.00	2.84%
	Fallsway Construction, LLC	30,030.00	2.66%
	William T. King, Incorporated	13,002.25	1.15%
	Total Participation DBE:	\$203,198.98	18.00%

11. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,037,677.43 FED	9950-916080-9512 Traffic Safety Improv. Citywide	
259,419.36 GF (HUR)	" "	
\$1,297,096.79		
\$1,127,910.25	-----	9950-908023-9512-6 Struc. & Improv.
112,791.03	-----	9950-908023-9512-5 Inspection
56,395.51	-----	9950-908023-9512-2 Contingencies
\$1,297,096.79		33 rd & Loch Raven Intersection Improvements

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DOT - cont'd

This transfer will fund the costs associated with the award of Project TR 13302, 33rd Street and Loch Raven Boulevard Intersection Improvements to P. Flanigan & Sons, Inc.

MINUTESPolice Department - Grant Adjustment Notice**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of a Grant Adjustment Notice from the Maryland Emergency Management Agency (MEMA) for the FY13 Urban Area Security Initiative (UASI), Award #EMW-2013-SS-0002-S01.

AMOUNT OF MONEY AND SOURCE:

		From Amount	To Amount	Change
Law Enforcement Protection & Prev.	4000-474414-2023-212600-600000	\$119,500.00	\$274,500.00	\$155,000.00
Urban Area Work Group Salary & Support.	4000-474414-2023-212601-600000	\$200,000.00	\$169,400.30	(\$ 30,599.70)
CCTV	4000-474414-2023-212602-600000	\$500,000.00	\$345,000.00	(\$155,000.00)
CRBNE Protection, Detection, R&R	4000-474414-2023-212603-600000	\$ 35,000.00	\$ 35,000.00	\$ 0.00
Urban Search and Rescue	4000-474414-2023-212604-600000	\$350,000.00	\$350,000.00	\$ 0.00
Incident Management Team (IMT)	4000-474414-2023-212605-600000	\$ 24,000.00	\$ 10,755.32	(\$ 13,244.68)
Regional Exercise & Training	4000-474414-2023-212606-600000	\$159,550.40	\$109,539.98	(\$50,010.42)
Mobile Communications & Command Veh.	4000-474414-2023-212607-600000	\$ 16,375.00	\$ 16,375.00	\$ 0.00
Incident Management Software	4000-474414-2023-212608-600000	\$ 12,000.00	\$ 13,752.10	\$ 1,752.10

MINUTES

Police Department - cont'd

		From Amount	To Amount	Change
Emergency Regional Planners	4000-474414-2023-212609-600000	\$210,000.00	\$210,000.00	\$ 0.00
Emergency Patient Tracking System	4000-474414-2023-212610-600000	\$ 52,750.00	\$0.00	(\$ 52,750.00)
Regional Alternate Care Site	4000-474414-2023-212611-600000	\$ 42,250.00	\$42,250.00	\$ 0.00
Regional Sheltering Preparedness	4000-474414-2023-212612-600000	\$ 9,000.00	\$9,000.00	\$ 0.00
Public Information & Warning Systems	4000-474414-2023-212613-600000	\$ 0.00	\$4,020.00	\$ 4,020.00
Management & Administration	4000-474414-2023-212600-600000	\$ 0.00	\$26,579.70	\$ 26,579.70
	Totals	\$1,730,425.40	\$1,616,172.40	(\$ 114,253.00)

BACKGROUND/EXPLANATION:

On November 27, 2013, the Board approved the original Memorandum of Understanding with MEMA in the amount of \$1,730,425.40. The GAN reduces the award by \$114,253.00, making the new total award amount \$1,616,172.40.

The FY13 Urban Area Security Initiative is intended to facilitate and strengthen the nation and Maryland against risks associated with potential terrorist attacks while concentrating on developing integrated systems for prevention, protection, response, and recovery.

MINUTES

Police Department - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Adjustment Notice from the Maryland Emergency Management Agency for the FY13 Urban Area Security Initiative, Award #EMW-2013-SS-0002-S01.

MINUTES

Bureau of Water and Wastewater - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Ross Technical Services, Inc.

AMOUNT OF MONEY AND SOURCE:

\$ 5,953.00 - 2070-000000-5501-396404-603020
 5,953.00 - 2070-000000-5501-630004-603020
 5,955.50 - 2070-000000-5501-396804-603020
\$17,861.50

BACKGROUND/EXPLANATION:

The Baltimore City Joint Apprenticeship Program requires that apprentices assigned to the Water Treatment Plants of Baltimore City be provided with 144 hours of classroom instruction for each year of the 3 years that they are employed to successfully complete the Wastewater Treatment Technician Apprenticeship Program.

Ross Technical Services, Inc. has an extensive background in Waste Water Treatment Training and has provided a custom curriculum that enables the apprentices to be exposed to the technical requirements of the program as they relate to the actual work environment of a Water and Wastewater Treatment Plant.

This request is for the first year (second session) of the three-year instruction of the class of trainees hired as Waste Water Treatment Technician Apprentices. The training will take place on-site using existing equipment and materials.

The agreement is late because the Bureau of Water and Wastewater hired 28 new apprentices between December 2014 and January 2015. The agreement asks for a maximum of fifteen apprentices per

MINUTES

Bureau of Water and Wastewater - cont'd

class, and in order to accommodate this large group of apprentices, it was necessary to split the group into two first year sessions.

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 Ross Technical Services, Inc.

MINUTES

Health Department - Agreements

The Board is requested to approved and authorize execution of the various Agreements:

1. **HOWARD COUNTY HEALTH DEPARTMENT** **\$ 125,690.00**

Account: 5000-568215-3150-271300-405001

Under the terms of this Intergovernmental Agreement, the Department's Office of Field Health Services will provide screening and certification services for transportation. The transportation will be provided for non-emergency ambulatory, wheelchair van and ambulance transportation to and from medically necessary Medicaid/HealthChoice covered medical appointments for eligible recipients in Howard County, who have no other means of transportation. The period of this Intergovernmental Agreement is July 1, 2014 through June 30, 2015.

2. **BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS** **\$12,565,878.00**

Account: 6000-624915-3100-295900-406001

The Baltimore City Public School System, with the assistance of the Baltimore City Health Department, will provide appropriate School Health Suite Services and School Based Health Center Services to students. The initial period of the Agreement is July 1, 2014 through June 30, 2015, with the option to extend the term for two 1-year terms under the same terms and conditions.

The Agreement is late because the Department was waiting for the approval and signatures from the Baltimore City Board of School Commissioners.

MINUTES

Health Department - cont'd

3. **HEALTHCARE ACCESS MARYLAND, INC. (HCAM)** **\$100,000.00**

Account: 1001-000000-3080-288700-603051

The HCAM will continue to assist Baltimore City residents in accessing comprehensive health care services. The HCAM serves approximately 200,000 Medicaid recipients residing in Baltimore City through the Administration Care Coordination Unit (ACCU) grant.

The expanded ACCU grant provides supplemental funding to meet the complex needs of pregnant women and infants. The HCAM Care Coordination Program receives approximately 10,200 Ombudsman, Managed Care Organization, high-risk Medicaid/Medicaid eligible pregnant/postpartum women, newborns and Department of Health and Mental Hygiene referrals. The period of the Agreement is July 1, 2015 through June 30, 2016.

MWBOO GRANTED A WAIVER.

4. **AIDS ACTION BALTIMORE, INC.** **\$ 72,750.00**

Account: 4000-499015-3023-513200-603051

The organization will provide the structure for the delivery of Individual Level Intervention Services through Positive Wellness and Renewal (POWER) Project. POWER combines traditional case management and client-centered prevention counseling to provide high individualized and intense support for behavioral change. The program goal is to prevent new HIV infection among transgender persons and their partners in Baltimore City. The target population is high-risk transgender adults, especially African American transgender women. The period of the Agreement is January 1, 2015 through December 31, 2015.

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

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

5. **LIGHT HEALTH AND WELLNESS** **\$91,180.00**
COMPREHENSIVE SERVICES, INC.

Account: 4000-499014-3030-513200-603051

The organization will provide HIV/STD education and risk reduction strategies using the SELF Education Support Curriculum and the Healthy Relationships curriculum to prevent new HIV infections among men who have sex with men (MSM) in Baltimore City. The period of the Agreement is January 1, 2015 through December 31, 2015.

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

MWBOO GRANTED A WAIVER.

6. **FAIR FUND, INC. d/b/a FAIR GIRLS** **\$15,000.00**
 (Free, Aware, Inspired, Restored)

Account: 6000-630715-3030-279200-603051

Fair Girls prevents the exploitation of girls worldwide with empowerment and education, through prevention education, compassionate care, and survivor inclusive advocacy.

Fair Girls will work with the Adolescent and Reproductive Health Program to implement the FAIR Girls: Tell Your Friends curriculum in Baltimore City Schools. The organization will follow-up with program participants who request to be connected to community resources and support services.

The Agreement is late because the request was received late in the fiscal year.

MINUTES

Health Department - cont'd

7. **JOHNS HOPKINS UNIVERSITY,** \$ **87,698.00**
SCHOOL OF PUBLIC HEALTH

Account: 5000-522315-3030-272500-603051

The JHU will provide an Infertility Prevention Project (IPP) Coordinator, to serve as the Maryland State contact with Region III, IPP in Philadelphia. The IPP Coordinator will provide support to the Adolescent STD programs, schedule training sessions, medical consultant events, annual meetings, and assists with data analysis and reporting. The period of the Agreement is July 1, 2014 through June 30, 2015.

The Agreement is late because of the delay in receiving an acceptable budget and scope of services.

MWBOO GRANTED A WAIVER.

8. **UNIVERSITY OF MARYLAND MEDICAL SYSTEM** \$ **130,000.00**
CORPORATION (UMMS), DEPARTMENT OF
COMMUNITY HEALTH IMPROVEMENT (DCHI)

Account: 1001-000000-3041-274500-603051

The DCHI will work with the Baltimore City Health Department to reduce risk factors associated with cardiovascular disease among African American men in Baltimore City. Hypertensive men will be referred for treatment and engaged in an educational program focusing on four key elements of healthy diet to include the Dietary Approach to Stop Hypertension diet, healthy weight management, daily physical activity, and stress management. The period of the Agreement is October 1, 2014 through September 30, 2015.

The Agreement is late because budget revisions delayed processing.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

9. **BANITA NAOMBA EDWARDS-PORTER** \$80.00 per **\$ 50,000.00**
Completed
Evaluation

Account: 4000-425515-3110-306700-603018

The Adult Evaluation and Review Services (AERS) is a Maryland Program that provides comprehensive evaluations for aged and functionally disabled adults who need long-term care and are not at-risk for institutionalization.

The Consultant will perform on-site face-to-face evaluations of clients in the community, enter all information regarding the InterRAI Home Care Assessment Evaluation and Plan of Services into the Long-Term Services and Support Maryland Tracking System for submission to the Department of Health and Mental Hygiene. The period of the Agreement is June 1, 2015 through June 30, 2016.

10. **CARSON RESEARCH CONSULTING, INC.** **\$118,223.00**

Account: 6000-651115-3080-708800-406001

The Consultant will assess the extent to which women from the target population are being enrolled in the program, determine whether women are being screened for appropriate risk factors when they are enrolled; determine the extent to which appropriate referrals are made, decide if home visits were conducted as planned, and document the success and challenges to program implementation. The Consultant will consult with technical advisors identified as having extensive experience monitoring and evaluating evidence-based home visiting programs, and develop a final evaluation report. The period of the Agreement is April 1, 2015 through March 30, 2016.

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

MINUTES

Health Department - cont'd

11. **ARMYN GAZDAR** \$45.00/per hour \$ 75,600.00
Up to 35 hours/week
for 48 weeks

Account: 4000-428216-3080-294312-603051

Army Gazdar will provide services for the Baltimore Infants and Toddlers Program. The services will include but are not limited to educational assessments of assigned children, completion of standardized testing and interpretation of results, direct special instruction services of assigned children, and completion and submission of written eligibility and progress reports, as required. In addition, the Consultant will identify children at-risk for developmental delays as well as children that present with a high probability for a delay, and assist in developing goals, outcomes, and completion of the individualized Family Services Plan. The period of the Agreement is July 1, 2015 through June 30, 2016.

12. **THE MOSAIC GROUP, INC.** \$ 25,000.00

Account: 1001-000000-3030-271500-603051

The proposed project will support city and statewide efforts to utilize the evidence based SBRIT intervention in health care settings that see high volumes of patients on a routine bases. The aim will be to contribute to eventual reductions in overdoses and decrease risky use of drugs and alcohol overall among high risk STI patients. It will also enable city leaders to better understand the full scope of the Substance Use Disorder problems among STI patients across the city.

The Mosaic Group, Inc. will work over a 12-month period to provide training and technical assistance to support full adoption of SBRIT as a routine part of care in the Department's two STD/STI clinics. The period of the agreement is June 28, 2015 through June 30, 2016.

MINUTES

Health Department - cont'd

AMENDMENT TO AGREEMENT

13. **WELLTRUST COMPANY, INC.** **\$21,060.00**

Account: 4000-426215-3110-306801-603018

On August 20, 2014, the Board approved the original agreement for the term of July 1, 2014 through June 30, 2015, for a total of \$139,900.00; \$99,900.00 for Case Monitoring Services at the rate of 185 cases per month for 12 months at the rate of \$45.00 per case; \$20,000.00 for Community First Choice Program services at the rate of \$37.50 per hour, and \$20,000.00 for InterRai Comprehensive Evaluations at \$50.00 per completed evaluation.

Due to the increased demand for personal care services, the Department increased the Case Monitoring case load to 224 cases per month (39 additional cases per month). This increases the agreement to \$160,960.00.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED (EXCEPT ITEM Nos. 1 & 2) AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Agreements. The President **ABSTAINED** on item no. 7.

MINUTES

Health Department - Education Benefits Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Education Benefits Agreement with Denita M. Watts, School Health Aide, for the Bureau of School Health Program. The period of the Agreement is January 26, 2015 through June 26, 2016.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Ms. Watts is attending the Baltimore City Community College, pursuant to Article 14, Section 14.1 and 14.2 of the Memorandum of Understanding between the City and the American Federation of State, County, and Municipal Employees Locals 558 and 44.

The agreement is late because of a delay in receiving acceptable documentation from Ms. Watts.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Education Benefits Agreement with Denita M. Watts, School Health Aide, for the Bureau of School Health Program.

MINUTES

Health Department - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Memorandum of Understanding (MOU) between the Maryland Department of Health and Mental Hygiene (DHMH) and the Office of Health Services (Medicaid). The period of the Memorandum of Understanding is July 1, 2015 through June 30, 2016.

AMOUNT OF MONEY AND SOURCE:

The Local Health Department (LHD) will be awarded F564N funds in the form of a supplement to the ACCU/Ombudsman Grant supported by 50% State and 50% matching Federal funds in accordance with the LHD funding award on the Unified Funding Document (UFD).

BACKGROUND/EXPLANATION:

The MOU is entered into between DHMH, Office of Health Services (Medicaid), the Baltimore City Health Department (BCHD), and the LHD, for the purposes of defining the responsibilities of the Expanded Administrative Care Coordination (ACC) Grant (F564N).

The Expanded ACC Grant (F564N) means funding originating in the LHD Funding System (LHDFS) made by the DHMH to the BCHD, which is reflected on the Unified Funding Document and is subject to all administrative and fiscal policy originating the LHDFS and all Conditions of Award.

The BCHD will maintain sufficient records of all cost charged to the grant and comply with all terms and conditions set forth in the Conditions of Award, and assure that any cost claimed under this MOU does not duplicate cost claimed through other federal funding. The BCHD will be awarded the ACC grant funds in the form of a supplement to the ACCU/Ombudsman Grant supported by 50% State and 50% matching Federal funds in accordance with the LHD funding award on the UFD at the beginning of the fiscal year.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Health Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding between the Maryland Department of Health and Mental Hygiene and the Office of Health Services (Medicaid).

MINUTES

Health Department - Notification of Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a revised Notification of Grant Award (NGA) from the Maryland Department of Aging. The period of the Agreement is October 1, 2014 through September 30, 2015.

AMOUNT OF MONEY AND SOURCE:

(\$2,741.00) - 4000-433915-3023-273300-404001

BACKGROUND/EXPLANATION:

On February 25, 2015, the Board approved the initial NGA in the amount of \$709,515.00 for the period of October 1, 2014 through September 30, 2015.

On April 22, 2015, the Board approved the revised NGA for an additional amount of \$2,939,592.00 and for a total award amount of \$3,649,107.00. This grant is contingent upon approval of the FY15 Federal Appropriation of funds for the Administration of the Older Americans Act.

The revised NGA reflects a correction, a decrease of (\$2,741.00) to the Older Americans Act Title VII Elder Abuse allocation that was miscalculated. The total award amount is \$3,646,366.00.

APPROVED FOR FUNDS BY FINANCE**AUDITS NOTED THE REVISED NOTIFICATION OF GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the revised Notification of Grant Award from the Maryland Department of Aging.

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to purchase 340 incentive cards from Rite Aid for the HIV/STD Prevention Program.

AMOUNT OF MONEY AND SOURCE:

\$1,700.00 - 4000-427715-3023-599604-404051

(340 Rite Aid gift cards @ 5.00 each)

BACKGROUND/EXPLANATION:

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

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

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

MINUTES

Health Department - cont'd

This policy has been reviewed by both the Solicitor's Office and by the Department of Audits. Consistent with the original Board of Estimates approval, all requests for payment for the above incentive cards will be subject to the Department of Audits approval.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to purchase 340 incentive cards from Rite Aid for the HIV/STD Prevention Program.

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the purchase of gift cards as incentives for the Community Risk Reduction Program, Needle Exchange Program (NEP).

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 2,000 Rite Aid Corporation gift cards @ \$5.00 each
5,000.00 - 500 Rite Aid Corporation gift cards @ \$10.00 each
\$15,000.00 -1001-000000-3023-274000-604051

BACKGROUND/EXPLANATION:

The Rite Aid gift cards will be used as an incentive for the Department's Community Risk Reduction Service/Needle Exchange Program. One \$5.00 Rite Aid gift card will be given to NEP clients as an incentive for taking a HIV/STD test, and one \$10.00 card will be given as an incentive for participation in 3rd party overdose prevention training.

The NEP adheres to all policies associated with the usage of incentives and has sufficient procedures in place to address the safeguarding and accountability of incentives purchased.

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

MINUTES

Health Department - cont'd

Office and by the Department of Audits. Consistent with the original Board of Estimates approval, all requests for payment for the above incentive cards will be subject to the Department of Audits approval.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the purchase of gift cards as incentives for the Community Risk Reduction Program, Needle Exchange Program.

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the purchase of gift cards as incentives for mothers to participate in the B'more for Healthy Babies group activities, including focus groups, Moms Clubs, and to act as volunteer facilitators in the B'more Fit TOPS Program. Walmart cards will be purchased online from National Gift Card.

AMOUNT OF MONEY AND SOURCE:

\$3,500.00 - 350 Walmart gift cards @ \$10.00 each
4,375.00 - 175 Walmart gift cards @ 25.00 each
\$7,875.00 - 5000-569515-3080-294200-604025

BACKGROUND/EXPLANATION:

The Department requests approval and authorization to purchase Walmart Cards as incentives for women participating in B'more for Healthy Babies programs. Each woman who participates in BHB focus groups will receive \$30.00 in gift cards. Clients who volunteer to facilitate TOPS B'more Fit sessions will receive a \$10.00 gift card for assisting in these group sessions or for representing the program at area health fairs. Women in Baby Basics Moms clubs will receive a \$25.00 gift card at the conclusion of the Baby Basics program.

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

MINUTES

Health Dept. - cont'd

Office and by the Department of Audits. Consistent with the original Board of Estimates approval, all requests for payment for the above incentive cards will be subject to the Department of Audits approval.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the purchase of gift cards as incentives for mothers to participate in the B'more for Healthy Babies group activities, including focus groups, Moms Clubs, and to act as volunteer facilitators in the B'more Fit TOPS Program.

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the purchase of gift cards as incentives for the Community Risk Reduction Program, Needle Exchange Program (NEP).

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 2,000 Walgreens gift cards @ \$5.00 each
5,000.00 - 500 Walgreens gift cards @ \$10.00 each
\$15,000.00 - 1001-000000-3023-274000-604051

BACKGROUND/EXPLANATION:

The Walgreens gift cards will be used as an incentive for the Department's Community Risk Reduction Service/Needle Exchange Program. One \$5.00 Walgreens gift card will be given to NEP clients as an incentive for taking a HIV/STD test, and one \$10.00 card will be given as an incentive for participation in 3rd party overdose prevention training.

The NEP adheres to all policies associated with the usage of incentives and has sufficient procedures in place to address the safeguarding and accountability of incentives purchased.

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

MINUTES

Health Department - cont'd

This policy has been reviewed by both the Solicitor's Office and by the Department of Audits. Consistent with the original Board of Estimates approval, all requests for payment for the above incentive cards will be subject to the Department of Audits approval.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the purchase of gift cards as incentives for the Community Risk Reduction Program, Needle Exchange Program.

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize an Expenditure of Funds to pay the National Association of County & City Health Officials (NACCHO).

AMOUNT OF MONEY AND SOURCE:

\$8,750.00 - 1001-000000-3001-599000-603022

BACKGROUND/EXPLANATION:

The expenditure of funds will pay the NACCHO FY 2016 membership dues for Ms. Leana S. Wen for the Big Cities Health Coalition.

Big City Health Coalition is an independent forum housed at NACCHO that provides shared resources, outreach, and leadership networks to improve the support and effectiveness of its members.

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

UPON MOTION duly made and seconded, the Board approved and authorized the Expenditure of Funds to pay the National Association of County & City Health Officials.

MINUTESHealth Department - Employee Expense Statements**ACTION REQUESTED OF B/E:**

The Board is requested to approve the various Employee Expense Statements for the following employees.

1. **KAREN SOLOMON** **\$146.00**

Account: 4000-422715-3030-279200-603026
April 2015 - Nursing License Renewal

Ms. Solomon submitted her expense statement and accompanying paperwork on April 15, 2015, but it was not processed and routed until May 15, 2015.

2. **ELLA GREEN** **\$ 65.11**

Account: 5000-532815-3044-273300-603002
January 2015 - Mileage

Ms. Green was out of the office and was unable to timely submit an expense report.

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

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the above Employee Expense Statements for the listed employees.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

- | | | |
|--|-------------|----------|
| 1. BMR, INC. t/a LAWN
AND POWER EQUIPMENT | \$15,000.00 | Increase |
| Contract No. B50003603 - O.E.M. Parts and Service for Scag Lawn Mowers - Department of Transportation - Purchase Order No. P528031 | | |

On July 2, 2014, the City Purchasing Agent approved the initial award in the amount of \$15,000.00. This increase in the amount of \$15,000.00 is necessary to add the Department of Transportation to Master Blanket Purchase Order P528031 to purchase parts for their Scag Lawn Mowers as needed. The contract expires June 30, 2016 with one 1-year renewal option remaining.

- | | | |
|---|------------|---------|
| 2. SOCIAL SOLUTIONS
GLOBAL, INC. | \$6,060.00 | Renewal |
| Contract No. 08000 - ETO Software Maintenance and Support - Mayor's Office of Employment Development - Req. No. R697728 | | |

On June 9, 2011, the City Purchasing Agent approved the initial award in the amount of \$6,300.00. The award contained four 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$6,060.00 will make the total award amount \$28,620.00. This renewal is for the period June 1, 2015 to May 31, 2016.

- | | | |
|---|-------------|-------------------------------|
| 3. ELECTRIC VEHICLE
INSTITUTE, INC. | \$49,916.00 | Selected Source/
Agreement |
| Contract No 06000 - Electric Vehicles Lease - Department of Public Works - Req. No. R693562 | | |

The Board is requested to approve and authorize execution of an Agreement with the Electric Vehicle Institute, Inc. The period of the Agreement is July 1, 2015 through June 30, 2018.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

The Department of Public Works, Office of Sustainable Energy was awarded a grant in the amount of \$52,000.00 by the Maryland Energy Administration for the lease of Electric Vehicles. The Department of Public Works will use these vehicles in a PILOT program where they will be tested to collect data over a period of time. There will be a total of four vehicles leased. The pricing has been reviewed and deemed fair and reasonable.

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|----|---|--------------------|----------------|
| 4. | <u>KRAFTSMAN, INC.</u> | <u>\$42,120.00</u> | <u>Low Bid</u> |
| | Solicitation No. B50004104 - 13,800 GVWR Flatbed Trainers - Department of General Services-Fleet Management - R686718 | | |

The vendors were solicited on CitiBuy. The eight bids received were opened on June 11, 2015. Award is recommended to the lowest responsive and responsible bidder.

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|----|---|-------------------|-----------------|
| 5. | <u>MOBILE AIR CONDITIONING SOCIETY/ MACS WORLDWIDE</u> | <u>\$6,330.00</u> | <u>Increase</u> |
| | Contract No. 06000 - A/C Recycling and Recovery -On-Site-Training - Department of General Services - Purchase Order No. P530491 | | |

On March 19, 2015, the City Purchasing Agent approved the initial award in the amount of \$19,725.00. This increase in the amount of \$6,330.00 will make the award amount \$26,055.00. The contract expires March 18, 2016 with no renewal options.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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|----|---|--------------|----------|
| 6. | ONE CALL CONCEPTS, INC. | \$150,000.00 | Increase |
| | Contract No. 08000 - Miss Utilities - Call Center -
Department of Public Works, Bureau of Water and Wastewater
- P.O. No. P526187 | | |

On January 22, 2014, the Board approved the initial award in the amount of \$250,000.00. Due to increased usage of the contract as required by Maryland Law, to receive Miss Utility calls and to provide information to end users an increase in the amount of \$150,000.00 is necessary. This increase in the amount of \$150,000.00 will make the award amount \$400,000.00. The contract expires on January 21, 2016, with four 2-year renewal options. The above amount is the City's estimated requirement.

One Call Concepts, Inc. is the only known contractor certified, pursuant to Maryland Law, to take all Miss Utility calls.

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

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|----|--|--------------|----------|
| 7. | AGILENT TECHNOLOGIES, INC. | \$ 51,199.44 | Increase |
| | Contract No. B50003850 - Gas Chromatography & Gas
Chromatography/Mass Spectrometry Instruments for the
Forensic Chemistry Laboratory - Police Department - P.O.
No. P530245 | | |

On February 25, 2015, the Board approved the initial award in the amount of \$429,328.50. This increase in the amount of \$51,199.44 will provide funds to purchase one additional Gas Chromatography/Mass Spectrometry Instrument at contract pricing for the Baltimore City Police Department Crime Laboratory. This increase will make the award amount \$480,527.94.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

The contract expires on February 29, 2016, with optional maintenance service renewals available on an annual basis. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

- | | | |
|---|--------------|----------|
| 8. ARROW INTERNATIONAL,
INC. | \$ 98,000.00 | Increase |
| Contract No. 08000 - EZ-IO Needles & Equipment - Fire Department - P.O. No. P529805 | | |

On August 13, 2014, the Board approved the initial award in the amount of \$120,000.00. The award contained five 1-year renewal options. In order to maintain supplies for continued emergency medical services, an increase in the amount of \$98,000.00 is necessary. This increase will make the award amount \$218,000.00. The contract expires August 12, 2015 with five 1-year renewal options. The above amount is the City's estimated requirement.

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

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|--|--------------|----------|
| 9. INTERPERSONAL FREQUENCY
LLC | \$ 28,000.00 | Increase |
| Contract No. B50003075 - City of Baltimore Web Site Redesign and Hosting - Mayor's Office of Information Technology - P.O. No. P526271 | | |

On January 15, 2014, the Board approved the initial award in the amount of \$286,367.00. The award contained four 1-year renewal options. Subsequent actions have been approved.

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

This increase in the amount of \$28,000.00 will replenish emergency funds used for security enhancements for the City of Baltimore website during the recent civil unrest. This increase will make the award amount \$409,367.00. The contract expires January 14, 2018 with four 1-year 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.

MWBOO GRANTED A WAIVER.

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|-----|---|---------------------|----------------|
| 10. | <u>THE LEADERSHIP GROUP, LLC</u> | <u>\$171,175.00</u> | <u>Renewal</u> |
| | Contract No. 06000 - Results Based Accountability Agreement
- Finance - Budget Bureau - Req. No. P528179 | | |

On July 23, 2014, the Board approved the initial award in the amount of \$133,400.00. The award contained three 1-year renewal options. This renewal in the amount of \$171,175.00 is for the period July 23, 2015 through July 22, 2016, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

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|-----|--|---------------------|----------------|
| 11. | <u>BALTIMORE CITY METRO</u> | | |
| | <u>UMPIRE ASSOCIATION, INC.</u> | <u>\$ 17,000.00</u> | <u>Renewal</u> |
| | Contract No. B50003035 - Softball Umpires for Recreation
and Parks - Department of Recreation and Parks - P.O. No.
P524238 | | |

On July 18, 2013, the City Purchasing Agent approved the initial award in the amount of \$19,050.00. The award contained one 1-year renewal option. On April 1, 2015, the Board approved an increase in the amount of \$32,282.00.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

This sole renewal in the amount of \$17,000.00 is for the period July 17, 2015 through July 16, 2016. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

12.	<u>FIRST CALL</u>		
	MOTION INDUSTRIES, INC.	\$ 45,000.00	
	<u>SECOND CALL</u>		
	BEARING DISTRIBUTORS, INC.	60,000.00	
		<u>\$105,000.00</u>	Renewal
	Contract No. B50002417 - Industrial Bearings and Related Seals- Department of Public Works, Wastewater Facilities Division Maintenance - P.O. Nos. P521250 and P521251		

On July 18, 2012, the Board approved the initial award in the amount of \$70,000.00. The award contained one 2-year renewal option. This sole renewal in the amount of \$105,000.00 is for the period August 1, 2015 through July 21, 2017. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

13.	<u>FIRST CALL</u>		
	BALTIMORE LOCK & HARDWARE, INC.	\$250,000.00	
	<u>SECOND CALL</u>		
	EASTER'S LOCK AND ACCESS SYSTEMS, INC. d/b/a HOMELAND SECURITY GROUP, INC.	50,000.00	
		<u>\$300,000.00</u>	Renewal
	Contract No. B50001966 - Locksmith Services - Agencies - Various - P.O. Nos. P518091 and P518092		

On August 10, 2011, the Board approved the initial award in the amount of \$290,500.00. The award contained two 1-year renewal options. Subsequent actions have been approved.

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

This renewal in the amount of \$0.00 is for the period July 11, 2015 through July 10, 2016, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

15. HIGHER GROUND TRANSPORTATION SERVICES, INC. \$ 0.00 Extension
 Contract No. B50000924 - Transportation Service for the Sandtown-Winchester and Oliver Senior Centers 2009 - Health Department - Commission on Aging - P.O. No. P507574

On April 1, 2009, the Board approved the initial award in the amount of \$167,665.00. The award contained two 1-year renewal options. Subsequent actions and both renewals have been exercised. An extension is being requested to allow time to bid, evaluate, and award a new contract with updated specifications. This extension in the amount of \$0.00 is for the period July 1, 2015 through August 31, 2015. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

16. AON CONSULTING, INC. \$ 0.00 Extension
 Contract No. BP 05160 - Actuarial Services for Employees' and Retirees' Benefits Programs - Department of Human Resources - P.O. No. P528111

On July 27, 2005, the Board approved the initial award in the amount of \$708,210.00. The award contained five 1-year renewal options. Subsequent actions and all renewals have been exercised. This extension in the amount of \$0.00 will allow the City sufficient time for transition to a new contract, B50003904, which has currently been released to the marketplace. The current vendor will handle this year's renewals and extensions for benefit contracts and the new vendor will begin the process for solicitations for replacement contracts.

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

This extension in the amount of \$0.00 is for the period July 27, 2015 through December 31, 2015. The above amount is the City's estimated requirement.

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

	<u>Commitment</u>	<u>Performed</u>
MBE: Walker Benefit Services	17%	\$119,084.05 65%
WBE: Suzanne Thompson & Assocs., Inc.	9%	*0

*Per contracting agency, the WBE goal was not achieved because the City decided not to market the Medical and Prescription Drug Benefit Programs for the 2015 and 2016 renewal periods. Those services were to have been performed by the WBE. Vendor has committed to achieving the MBE/WBE goals.

MWBOO FOUND VENDOR IN COMPLIANCE.

17. THC ENTERPRISES, INC. T/A MID-ATLANTIC WASTE SYSTEMS Termination for Convenience
 \$ 0.00
 Contract No. B50002308 - Recycle Containers - Department of Public Works, Bureau of Solid Waste - Req. No. N/A

The Board is requested to approve a Termination for Convenience with THC Enterprises, Inc. t/a Mid-Atlantic Waste Systems to terminate this contract for convenience effective June 24, 2015, as being in the best interest of the City.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

On June 27, 2012, the Board entered into a contract with THC Enterprises, Inc. t/a Mid-Atlantic Waste Systems. The vendor requested a price increase that the agency denied per terms of their contract with the City. The vendor then failed to deliver three shipments of containers. The agency has a sufficient supply of containers to meet its needs until a new award can be made.

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts and extensions. The Board also approved and authorized execution of the Agreement with THC Enterprises, Inc. (item no. 3). The Comptroller **ABSTAINED** on item no. 15.

MINUTES

Department of Finance/Office - Renewal of
Risk Management (ORM) Insurance Policies

The Board is requested to approve the renewal of Insurance Policies with the incumbent carriers.

<u>Carrier</u>	<u>Type of Coverage</u>	<u>Amount</u>
1. AON HUNTING T. BLOCK	Fine Arts Insurance Policy	\$259,847.00

Account: 2043-000000-1450-162900-603014

This policy is unique and superior to the standard Fine Arts Insurance Policy. It provides Fine Arts replacement cost and transit coverage to the Baltimore Museum of Art, The Walters Art Museum and any location owned, occupied, or controlled by the City. The policy renews on July 1, 2015.

Coverage is being continued with the incumbent broker, AON Hunting T. Block Fine Arts Insurance with no increase in premium.

2. CHARTIS INSURANCE COMPANY	Employee Crime Insurance	\$17,008.00
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Account: 2043-000000-1450-162900-603014

This insurance policy will provide coverage for the loss of money, securities, or other financial instruments for which the City and Baltimore City Public School System are legally liable. The marketplace is limited. Chartis Insurance Company will continue to provide this coverage for the coming year at no increase in rate. The policy has a \$1,000,000.00 per occurrence limit, with a per occurrence deductible of \$10,000.00. The policy renews on July 1, 2015.

MINUTES

Department of Finance/Office -cont'd
Risk Management (ORM)

<u>Carrier</u>	<u>Type of Coverage</u>	<u>Amount</u>
3. AIG	Marine Hull Insurance	\$110,677.00

Account: 2043-000000-1450-162900-603014

This policy covers various watercraft owned and/or operated by City agencies, including the Constellation. Markets for this exposure are limited. The policy will be renewed with the incumbent carrier, AIG, at the same terms and conditions as the expiring policy including terrorism coverage on the entire fleet. The policy renews on July 1, 2015.

4. CHESAPEAKE EMPLOYERS INSURANCE COMPANY	Workers' Compensation Insurance	\$ 65,747.00
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Account: 4000-806416-6313-460105-603017

The Office of Employee Development (OED) receives federal grant money, a requirement of which is the purchase of Workers' Compensation Insurance for the participants in its various programs. The OED has completed its 20th year under the Chesapeake Employers Insurance Program. The rate/premium is favorable again this year. The policy period is from July 1, 2015 through June 30, 2016.

UPON MOTION duly made and seconded, the Board approved the renewal of Insurance Policies with the incumbent carriers. The Mayor **ABSTAINED** on item no. 1.

MINUTES

Department of Finance - Administrative Manual Policy AM-204-4

ACTION REQUESTED OF B/E:

The Board is requested to approve Administrative Manual Policy, AM-204-4, Vacation and Personal Leave. The policy is effective July 01, 2015.

AMOUNT OF MONEY AND SOURCE:

There are no costs associated with these actions.

BACKGROUND/EXPLANATION:

As part of the Mayor's Ten Year Financial Plan, the City is reforming its Vacation and Personal Leave policies. The City faces a leave liability in excess of \$122 million dollars resulting from the accumulation of large amounts of leave by City employees. The City has a very rich vacation and personal leave policy that allowed City employees to accumulate, in some instances, in excess of 192 days of vacation leave and 32 days of personal leave. Benchmarking reflected that the City's large caps far exceeded the caps of our surrounding sister jurisdictions which were between 30 and 50 vacation days.

The new Vacation and Personal Leave Policy will bring the City into alignment with its sister jurisdictions and over time reduce the City's leave liability. Important features of the new policy include:

Vacation Leave

- The creation of a Legacy Vacation Account for individuals employed by the City prior to July 1, 2015.
 - o Leave balances for current City employees will be retained in the Legacy Vacation Account for use by the employee throughout the remainder of their career.
 - o After July 1, 2015, employees may not add any days to a Vacation Legacy Account.

MINUTESDepartment of Finance - cont'd

- The creation of a new Vacation Account on July 1, 2015, for all new and current employees.
 - Maximum accrual in the Vacation Account is 45 days.
 - Days will be accrued at the existing accrual rate.
- At the end of their career, employees will be able to cash out either (1) the Legacy Vacation Account; or (2) a maximum of 45 days from a combination of the Legacy Vacation Account and the Vacation Account balances, whichever is greater.

Personal Leave

- The creation of a Legacy Personal Account for individuals employed by the City prior to July 1, 2015.
 - Personal Leave balances for current City employees will be retained in the Legacy Personal Account for use by the employee throughout the remainder of their career or cash out at the end of career.
 - After July 1, 2015, employees may not add any days to a Personal Legacy Account.
- The creation of a new Personal Account on July 1, 2015, for all new and current employees.
 - The maximum Personal Account balance during the fiscal year is 3 days, which must be used during the fiscal year.
 - Regular full-time employees will be frontloaded with the maximum balance on July 1 of each year.
 - Regular part-time employees will accrue the maximum balance during the fiscal year based on the number of hours worked.

MINUTES

Department of Finance - cont'd

- o Any days remaining in the Personal Account at the conclusion of the fiscal year (June 30) will be forfeited.
- o Employees may not cash out their Personal Account.

UPON MOTION duly made and seconded, the Board authorized the Administrative Manual Policy, AM-204-4, Vacation and Personal Leave.

MINUTESDepartment of Public Works/Office - Partial and Final
of Construction & Engineering Releases of Retainage

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

<u>Contractors</u>	<u>Contract No.</u>	<u>Amount</u>
1. METRA INDUSTRIES, INC.	SC 889	\$223,394.81

Account: 9956-907643-9551-000000-200001

On September 4, 2014, all punch list items for SC 889, Dundalk Wastewater Pumping Station Force Main Replacement was granted substantial completion. The City holds funds in the amount of \$307,890.50. The contractor has accordingly requested a Partial Release of Retainage of \$223,394.81. The remaining \$84,495.69 is sufficient to protect the interest of the City.

2. WHITING-TURNER CONSTRUCTION COMPANIES	SC 863	\$ 38,145.00
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Account: 9956-904532-9551-000000-200001

On August 18, 2014, the contractor was granted final acceptance of SC 863, Parking Lot and Other Improvements to Back River Wastewater Treatment Plant. The contractor has accordingly requested the final Release of Retainage in the amount of \$38,145.00.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Partial and Final Release of Retainage with the listed Contractors.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Johnson, Mirmiran & Thompson, Inc. for W.C. 1243, Design of Cromwell Pumping Station Improvements. The period of the Agreement is effective upon Board approval for 36 months, or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$ 656,590.44 - Baltimore City
1,193,257.12 - Baltimore County
\$1,849,847.56

BACKGROUND/EXPLANATION:

The Consultant will provide engineering services to design the improvements to the existing Cromwell Pumping Station. The engineering services will provide replacement of all pumps, addition of stand by generator with new controls, and all necessary refurbishments. In addition, the Consultant will manage and implement community outreach activities in concert with the Department of Public Works Information Office.

The Consultant was approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>FROM ACCOUNT/S</u>
\$ 915,160.00	9960-904923-9558	
County Appropriations	Constr. Reserve	
	Cromwell PS	
	Rehabilitation	
622,840.00	" "	
Water Revenue		
Bonds		

MINUTES

DPW/Office of Eng. & Constr. - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>FROM ACCOUNT/S</u>
407,206.85	9960-936001-9558	
County Appropiations	Constr. Reserve	
	Unallocated	
104,793.15	" "	
Water Revenue		
Bonds		
<u>\$2,050,000.00</u>		
\$1,849,847.56	-----	9960-912715-9557-
		900020-3
		Engineering
200,152.44	-----	9960-912715-9557-
<u>\$2,050,000.00</u>		900020-9
		Administration

The funds are required to cover the cost of the Design of WC 1243, Improvements to the Cromwell Pumping Station.

UPON MOTION duly made and seconded the Board approved and authorized execution of the Agreement. The Transfers of Funds was approved SUBJECT to 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.

MINUTES

Department of Public Works (DPW) - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an Expenditure of Funds in the amount of \$1,031,889.96 and authorize payment to Spiniello Companies, Inc. (Spiniello) for emergency services rendered between February and March 2015 in Baltimore City.

AMOUNT OF MONEY AND SOURCE:

\$460,895.24 - 2071-000000-5521-393204-603026 (City Work - 50%)
\$460,895.24 - 2071-000000-5521-393304-603026 (City Work - 50%)
\$ 55,049.74 - 2071-000000-5521-393404-603026 (County Work - 50%)
\$ 55,049.74 - 2071-000000-5521-608504-603026 (County Work - 50%)

BACKGROUND/EXPLANATION:

Spiniello responded to the DPW's request to assist with restoring water services to residential and commercial customers whose interruptions were due to the harsh winter conditions that occurred between February and March 2015.

February 2015 was determined as Baltimore City's second coldest February on record, according to the Baltimore Sun and the National Weather Service. Due to these extremely frigid temperatures, there was a significant increase in customers with interruption of water services because of frozen pipes and because of increases in water main breaks throughout the City. The water main breaks and other exterior water leaks were causing public safety issues because of the formation of ice at the leaking locations.

The urgent nature and heavy volume of the resulting work orders required that the DPW activate its Park Terminal Emergency Operations Center on February 23, 2015. To address the sharp increase of work orders, the DPW had to engage On-Call Contractors to assist with timely responses to the growing backlog of urgent customer complaints regarding their services.

MINUTES

DPW - cont'd

The required services included field inspections of water service issues, thawing of frozen service lines and meters, repairs to broken mains, and replacement of water service lines, as required to restore water services.

On March 9, 2015, pursuant to the Baltimore City Charter, Article VI, §11(e)(ii), the DPW advised of the emergency nature of the situation and requested that the Director of Finance authorize the repairs to commence and the Director of Finance authorized emergency repairs to be made by Spiniello after a solicitation was made and amongst four respondents.

Spiniello began the work and continued until its completion. The amount requested was negotiated and agreed upon between the DPW and Spiniello and no further requests will be made regarding future payments for this work.

MBE/WBE PARTICIPATION:

Because of the nature of the work, no goals were assigned.

THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds in the amount of \$1,031,889.96 and authorized payment to Spiniello Companies, Inc. for emergency services rendered between February and March 2015 in Baltimore City.

MINUTES

Department of Public Works - Employee Expense Statements

ACTION REQUESTED OF B/E:

The Board is requested to approve the various Employee Expense Statements for the following employees:

3. **MILTON DAVIS** **\$100.00**

Account: 2071-000000-5521-632301-603022
February 2015 - Water Treatment Class 4 License
(Reimbursement for Certification)

The request for reimbursement is late because the employee did not submit the request in a timely manner.

4. **SPILIOS KIRIKOS** **\$100.00**

Account: 2071-000000-5521-632301-603022
February 2015 - Water Treatment Class 4 License
(Reimbursement for Certification)

The request for reimbursement is late because the employee did not submit the request in a timely manner.

5. **ERIC MERCHANT** **\$100.00**

Account: 2071-000000-5521-632301-603022
February 2015 - Water Treatment Class 4 License
(Reimbursement for Certification)

The request for reimbursement is late because the employee did not submit the request in a timely manner.

MINUTES

Department of Public Works - cont'd

6. **CHRISTOPHER FRANKOS** **\$ 75.00**

Account: 2071-000000-5521-632301-603022
 May 2014 - Water Treatment Class 4 License
 (Reimbursement for Certification)

The request for reimbursement is late because the employee did not submit the request in a timely manner.

7. **SAVITA BAGAL** **\$ 25.00**

Account: 2071-000000-5521-632531-603020
 May 2014 - Water Treatment Class 4 License
 (Reimbursement for Certification)

The request for reimbursement is late because the employee did not submit the request in a timely manner.

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

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the foregoing Employee Expense Statements.

MINUTES

Department of Public Works/Office - Grant Agreement
of Sustainable Energy

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Grant Agreement with the Maryland Energy Administration's Smart Energy Communities Grant Program. The period of the Grant Agreement is effective upon Board approval through June 15, 2016.

AMOUNT OF MONEY AND SOURCE:

\$229,007.00 - 5000-584214-1981-194608-6000

BACKGROUND/EXPLANATION:

This grant will provide funding to: 1) upgrade all the outdated lighting in the Oliver Center, making the building more energy efficient and well-lit, and 2) replace an inefficient heating source at Carrie Murray Nature Center and replace it with a ground source heat pump to heat and cool the building.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with the Maryland Energy Administration's Smart Energy Communities Grant Program.

MINUTES

Department of Transportation - On-Call Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an On-Call Design Consultant Services Agreement with Whitman Requardt & Associates, LLP for Project No. 1225, On-Call Design Consultant Services for Resurfacing and Reconstruction Projects. The period of the On-Call Design Consultant Services Agreement is effective upon Board approval for two years.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - Upset Limit

BACKGROUND/EXPLANATION:

The Department of Transportation has negotiated and procured the On-Call Consultant Agreement approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission and now desires to utilize the services of Whitman Requardt & Associates, LLP. The cost of services rendered will be on actual payroll rates not including overhead and burdens times a set multiplier. The payroll rates and multiplier have been reviewed by the Department of Audits.

The Consultant will assist with the scope of services which includes, but is not limited to developing roadway alignment, storm drainage improvements, street lighting, electric duct banks, water and wastewater, reconstruction, streetscape, resurfacing, stormwater management, erosion and sediment control, pavement markings and traffic control, signal design, conduit duct bank design, surveys, environmental site assessments and other related engineering tasks. The scope of services may also include providing on-site project management and/or inspectors, staff support, GIS and IT support and other miscellaneous tasks for various Capital Improvement Projects. Responsibilities will include preparation of construction contract documents including plans and specifications for bid.

MINUTES

Dept. of Transportation - cont'd

MBE/WBE PARTICIPATION:

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

MBE:

AB Consultants, Inc.	\$ 50,000.00	5.00%
E2CR, Inc.	50,000.00	5.00%
Mercado Consultants, Inc.	70,000.00	7.00%
RJM Engineering, Inc.	70,000.00	7.00%
SAMMS Engineering, LLC	30,000.00	3.00%
	<u>\$270,000.00</u>	<u>27.00%</u>

WBE:

Hanover Land Services, Inc.	\$ 60,000.00	6.00%
iDesign Engineering, Inc.	40,000.00	4.00%
	<u>\$100,000.00</u>	<u>10.00%</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the On-Call Design Consultant Services Agreement with Whitman Requardt & Associates, LLP for Project No. 1225, On-Call Design Consultant Services for Resurfacing and Reconstruction Projects.

MINUTES

Department of Transportation (DOT) - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an Expenditure of Funds and authorize payment to M. Luis Construction Company, Inc. for services rendered under Project TR 11301, SHA No. BC315-103-815; FAP No. STP-000A (739)A, Resurfacing Highways at Various Locations Northwest - Sector II.

AMOUNT OF MONEY AND SOURCE:

\$50,602.20 - 9950-902842-9514-900020-702064

BACKGROUND/EXPLANATION:

On Wednesday, July 27, 2011, the Board awarded TR 11301, Resurfacing Highways @ Various Locations Northwest - Sector II, with an expiration date of April 29, 2013. During the course of construction, this project experienced several unforeseen project management issues which adversely impacted handling of outstanding extra work orders.

Final review of the construction documents revealed the need for additional funding to close out the contract and reimburse the contractor for unpaid quantities. The Department is requesting additional funding in the amount of \$50,602.20 to finalize the contract which addresses the outstanding contractual issues.

DBE PARTICIPATION:

The Contractor exceeded the established 30% DBE goal, which was verified by the DOT.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Department of Transportation - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 73,000.00	9950-905841-9514	
Federal	Fed. Resurfacing	
	NE Sector I	
50,602.20	" "	
<u>MVR</u>		
\$123,602.20	-----	9950-902842-9514-2
		Resurfacing Highways at
		Various Locations North-
		west Sector II

This transfer will cover the deficit and fund the Board memo for Change Order costs associated with Project TR 11301, SHA No. BC315-103-815; FAP No. STP-000A (739) A, Re-surfacing Highways at Various Locations Northwest Sector II by M. Luis Construction Company, Inc.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Expenditure of Funds and authorized payment to M. Luis Construction Company, Inc. for services rendered under Project TR 11301, SHA No. BC315-103-815; FAP No. STP-000A (739)A, Resurfacing Highways at Various Locations Northwest - Sector II.

MINUTES

Fire and Police Employees' - Subscription Agreements
Retirement System (F&P)

The Board is requested to approve and authorize execution of the Subscription Agreements request by the Board of Trustees of the Fire and Police Employees' Retirement Systems (F&P).

The F&P Board of Trustees conducted a search for direct investment hedge funds and as a result of that search, selected eight commingled hedge fund managers which will manage the approximate F&P funds, as follows:

<u>Hedge Fund Managers</u>	<u>Approximate Fund Amount</u>
1. ABSOLUTE RETURN CAPITAL PARTNERS, L.P. MANAGED BY ABSOLUTE RETURN CAPITAL, LLC.	\$21,000,000.00
2. CCP CORE MACRO FUND MANAGED BY CANTAB CAPITAL PARTNERS LLP	\$27,000,000.00
3. CASPIAN SELECT CREDIT INTERNATIONAL, LTD MANAGED BY CASPIAN CAPITAL LP	\$26,000,000.00
4. FARALLON CAPITAL INSTITUTIONAL PARTNERS, L.P. MANAGED BY FARALLON CAPITAL MANAGEMENT, LLC	\$24,000,000.00
5. RENAISSANCE INSTITUTIONAL EQUITIES FUND LLC, MANAGED BY RENAISSANCE TECHNOLOGIES LLC	\$25,000,000.00
6. VOYA GLOBAL MULTI-STRATEGY MASTER QUALIFYING INVESTOR FUND/VOYA MORTGAGE INVESTMENT MASTER FUND, MANAGED BY VOYA ALTERNATIVE ASSET MANAGEMENT LLC	\$31,000,000.00

MINUTES

F&P - cont'd

<u>Hedge Fund Managers</u>	<u>Approximate Fund Amount</u>
7. VISIUM GLOBAL FUND, LP MANAGED BY VISIUM ASSET MANAGEMENT, LP	\$19,000,000.00
8. WATERFALL EDEN FUND, LP MANAGED BY WATERFALL ASSET MANAGEMENT, LLC	\$32,000,000.00

The search and selection process was conducted with the assistance and advice of the F&P System's investment advisor, Summit Strategies Group.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Subscription Agreements request by the Board of Trustees of the Fire and Police Employees' Retirement Systems. The Comptroller **ABSTAINED** on item no. 1 - 8.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works - Office of Legislative Affairs</u>			
1. Marcia M. Collins	Utility Leadership Conference & 45 th Annual Meeting Financing Funding & Rates for the Future Providence, RI July 12 - 15, 2015 (Reg. Fee \$875.00)	General Fund	\$1,785.91

The subsistence for this location is \$202.00 per day. The hotel cost is \$169.00 per night plus hotel taxes of \$21.97. The Department is requesting additional subsistence of \$7.00 per day for meals and incidentals. The airfare in the amount of \$158.00 and the registration fee in the amount of \$875.00 were prepaid by City issued procured card assigned to Ms. Lyque O'Connor. The amount to be disbursed to Ms. Collins is \$752.91.

UPON MOTION duly made and seconded, The Board approved the travel request.

MINUTES

Mayor's Office of Employment - Amendments to Agreements
Development (MOED)

The Board is requested to approve and authorize execution of the Amendments to Agreement.

1. **HOUSING AUTHORITY OF BALTIMORE CITY (HABC)** **\$14,711.00**

Account: 4000-806415-6313-688505-603051

On January 14, 2015, the Board approved the original agreement with the HABC to recruit and enroll at least 25 Workforce Investment Act (WIA) eligible out-of-school Baltimore City youth and young adults, ages 16-21, to prepare and/or transition those youth to employment and/or post-secondary training in Microsoft Office and Comp TIA+ A+ certification.

The purpose of the Amendment is to provide and document follow-up services, in accordance with WIA regulations. The amount of the original agreement was \$137,325.00. This Amendment increases the original by \$14,711.00, making the total contact \$152,036.00. This Amendment also extends the end date of the contract to September 30, 2015.

2. **VSP AT SINAI HOSPITAL OF BALTIMORE CITY** **\$ 11,628.00**

Account: 4000-806415-6313-497805-603051

On January 21, 2015, the Board approved the original agreement with the organization to recruit and enroll at least 25 Workforce Investment Act (WIA) eligible out-of-school Baltimore City youth and young adults, ages 18-21, to prepare and/or transition those youth to employment and/or post-secondary training in the Healthcare Industry career path.

MINUTES

MOED - cont'd

The purpose of the Amendment is to provide and document follow-up services, in accordance with WIA regulations. The amount of the original agreement was \$136,068.00. This Amendment increases the original by \$11,628.00, making the total contact \$147,696.00. This Amendment also extends the end date of the contract to September 30, 2015.

3. **URBAN ALLIANCE FOUNDATION, INC.** **\$ 3,487.00**

Account: 4000-806415-6313-734705-603051

On November 19, 2014, the Board approved the original agreement with the organization to recruit and enroll at least 20 Baltimore City High School seniors, ages 16-21, that are Workforce Investment Act (WIA) eligible and reside in under-resourced neighborhoods. The organization will offer employment in a professional setting and positive development opportunities to those enrolled in the program.

The purpose of the Amendment is to provide and document follow-up services, in accordance with WIA regulations. The amount of the original agreement was \$95,580.00. This Amendment increases the original by \$3,487.00, making the total contact \$99,067.00. This Amendment also extends the end date of the contract to September 30, 2015.

APPROVED FOR FUNDS BY FINANCE

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

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

MINUTES**PROPOSALS AND SPECIFICATIONS**

1. Department of Public Works/ - SC No. 914, Improvements to
Office of Engineering & Sanitary Sewers in Low Level
Construction Sewershed
BIDS TO BE RECV'D: 07/29/2015
BIDS TO BE OPENED: 07/29/2015

2. Department of Public Works/ - SC No. 939R, Maiden's Choice
Office of Engineering & Pressure Sewer Condition
Construction Assessment and Uplands Sewer
Replacement
BIDS TO BE RECV'D: 07/29/2015
BIDS TO BE OPENED: 07/29/2015

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above-listed Proposal and Specifications to be advertised for receipt and opening of bids on the date indicated.

MINUTES

ACKNOWLEDGMENT

President: "Madam Mayor."

Mayor: "Thank you very much Mr. President. I would like to welcome our 12 Mayoral Fellows that have joined us for -- uh this morning's meeting. Where are our Fellows? If you could stand up -- you have to actually -- we have to put you on the spot -- there you are. Our Mayoral Fellows have partnered with City agencies for a ten-week summer program to help develop and implement creative solutions to our local government challenges. The 2015 class is a diverse group of bright and talented individuals. I'm very, very impressed with them. This year's class includes proud Poly grads -- where are the Poly grads? There you go. Our -- Masters students, Texans -- one Tex -- two Texan's, Bay Stater's, Michigander's, a Navy veteran. Where is our mom? Is our mom here -- yup and what about Ms. Coppin State? Is she here or she did -- uh -- she's not here -- I know -- I remember her -- she's not here this morning?"

Unidentified voice: "She didn't make it this morning."

Mayor: "Okay. Umm -- see I told you, diverse and talented. Thank you very much for joining us. You can have a seat. Thank you for-- uh your interest in serving the residents of Baltimore."

MINUTES

I hope that you continue to have -- I know that when I talked to you initially you were having a great time I hope you continue to have a meaningful -- uh -- experience as Mayoral Fellows, and again thank you."

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

* * * * *

MINUTES

Comptroller: "Good Afternoon. The Board is in... Okay. The Board is 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 Honorable Joan M. Pratt, Comptroller and Secretary announced that the following agencies had issued Addenda extending the dates for receipt and opening of bids on the following contracts. There were no objections.

Bureau of Purchases - B50004113, Provide Food Service for Eating Together in Baltimore Program
BIDS TO BE RECV'D: 7/01/2015
BIDS TO BE OPENED: 7/01/2015

Bureau of Purchases - B50004091, Computer Desktops, Laptops, and Tablets
BIDS TO BE RECV'D: 7/15/2015
BIDS TO BE OPENED: 7/15/2015

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 Transportation - TR 01041, Replacement of
Edmondson Avenue Bridge

Allan Myers MD, Inc.
Judlau Contracting, Inc.
Cherry Hill Construction, Inc.
Corman Construction
G.A. & F.C. Wagman, Inc.

Bureau of Purchases - B50003985, Telecommunications
Improvement & Procurement
Project

Arrow Systems Integration, Inc.
Motorola Solutions, Inc.
Nu-Vision Technologies d/b/a
Black Box Network Services
Comm-Works/Fortran, LLC
Verizon
IBM
Fulton Communications - Non-Responsive

Bureau of Purchases - B50004006, Window and Trusses
Cleaning Services

AAA National USA, Inc.
VIP Special Services, LLC
Eagle Building Services, LLC

Bureau of Purchases - B50004074, JIT Office Supplies

School Specialty, Inc.
Office Basics, Inc.
My Office Products
RGH Enterprises, Inc.
Rudolph's Office & Computer Supply, Inc.

MINUTES

Bureau of Purchases

- B50004119, Regular Cab Truck with an Open Utility Body

Upper Marlboro Ford, LLC
Cowles Ford, Inc.

Bureau of Purchases

- B50004136, One Ton Regular Cab Truck with a Stake Body and Lift Gate

KIP Lillmon Louisa Ford, LLC
Upper Marlboro Ford, LLC

* * * * *

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, July 1, 2015.



JOAN M. PRATT
Secretary