

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**
Alfred H. Foxx, Director of Public Works
David E. Ralph, Deputy City Solicitor
Ben Meli, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

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

The meeting was called to order by the President.

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President: "I would direct the Board members attention to the memorandum from my office dated July 23, 2012 identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

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

Comptroller: "Second."

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

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

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

Cotten Construction Company	\$ 1,500,000.00
Cuddy & Associates, LLC	\$ 1,089,000.00
Delaine Contractors, Inc.	\$ 981,000.00
EMJAY Engineering and Construction Co., Inc.	\$ 8,000,000.00
Henry H. Lewis Contractors, LLC d/b/a Lewis Contractors	\$ 30,546,000.00
Larry C. McCrae, Inc.	\$ 8,000,000.00
Pro-Air, Inc.	\$ 8,000,000.00
Surface America, Inc.	\$ 61,785,000.00
Western Summit Constructors, Inc.	\$449,955,000.00

2. Prequalification of Architects and Engineers

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

Allen & Shariff Corporation	Engineer
Brinjac Engineering, Inc.	Engineer
Greenhorne & O'Mara, Inc.	Landscape Architect Engineer Land Survey

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BOARDS AND COMMISSIONS - cont'd

Infrastructure Technologies, LLC	Engineer
MBP	Architect Engineer
URS Corporation	Architect Landscape Architect Engineer Land Survey

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

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Options</u>			
1. Frances Tompakov	2126 Ashland Ave.	G/R \$96.00	\$ 800.00
2. Sambor Investments, LLC	923 N. Chester St.	G/R \$34.50	\$ 345.00

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

(FILE NO. 56017)

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

Dept. of Housing and Community Development (DHCD) - Condemnations

3. Noam Harel and Phyllis E. Harel	941 N. Chester St.	G/R \$34.50	\$ 288.00
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Funds are available in State funds, account no. 9910-9064160-9588-900000-704040, EBDI Phase II Project.

(FILE NO. 56017)

4. Hyacinth Ingram	932 E. Preston St.	F/S	\$ 13,500.00
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Funds are available in CDBG funds, account no. 9990-907714-9593-9000001-704040, Johnston Square Project.

(FILE NO. 57070)

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development - Condemnations</u>			
5. Paul Kopel	402 Worsley St.	G/R \$30.00	\$ 250.00
Funds are available in UDAG funds, account no. 9910-904713-9588-900000-704040, Barclay Project.			
(FILE NO. 57066)			
6. Paige M. Beckwith	1609 N. Castle St.	F/S	\$6,500.00
Funds are available in account no. 9910-908087-9588-900000-704040, Broadway East Project.			
7. John O. Mitchell, III	2036 E. Federal St.	G/R \$96.00	\$ 640.00

The Board is requested to approve acquisition of the ground rent interest by condemnation, or in the alternative, the application to the Maryland Department of Assessments and Taxation to redeem the ground rent interest for this property.

Funds are available in City Bond Funds, account no. 9910-908087-9588-900000-704040, miscellaneous project.

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OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Law - Payment of Settlement</u>			
8. 133 Potomac, LLC (previous owner)	1013 N. Castle St.	L/H	\$12,200.00

On March 09, 2011, the Board approved the acquisition, by condemnation of the leasehold interest in 1013 N. Castle Street for the amount of \$4,800.00. The former owner valued the property at \$34,000.00. The parties have agreed to settle the condemnation suit for the amount of \$17,000.00. Therefore, the Board is requested to approve payment of the balance in the amount of \$12,200.00 in settlement of this case.

Funds are available in State Funds, account no. 9910-906416-9588-900000-704040.

(FILE NO. 57016)

UPON MOTION duly made and seconded, the Board approved the options, condemnations, and the payment of settlement.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

2886 - 2890

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

The President **ABSTAINED** on Item No. 5.

MINUTES**TRANSFERS OF FUNDS**

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Baltimore Development Corporation (BDC)</u>			
1.	\$ 78.58	9910-994001-9600	9910-902879-9601
	15 th EDF	Construction Reserve	Commercial
		Unallocated Reserve	Revitalization
	93.30	9910-994001-9600	9910-904354-9601
	15 th EDF	Construction Reserve	W. Balto. Ind.
		Unallocated Reserve	& Coml. Dev.
	971.50	9910-994001-9600	9910-906575-9601
	15 th EDF	Construction Reserve	E. Balto. Ind.
		Unallocated Reserve	& Coml. Dev.
	493.84	9910-994001-9600	9910-906835-9603
	15 th EDF	Construction Reserve	Westside Project
		Unallocated Reserve	Initiative
	21,834.99	9910-994001-9600	9910-905852-9601
	19 th EDF	Construction Reserve	Economic Dev.
		Unallocated Reserve	Incentive
	5,385.00	9910-902483-9600	9910-903483-9601
	21 st EDF	Construction Reserve	S. Balto. Ind.
		S. Balto. Ind.	& Coml. Dev.
		& Coml. Dev.	
	1,214.00	9910-903354-9600	9910-904354-9601
	21 st EDF	Construction Reserve	W. Balto. Ind.
		W. Balto. Ind.	& Coml. Dev.
		& Coml. Dev.	

MINUTES**TRANSFERS OF FUNDS**BDC - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
125.00 22 nd EDF	9910-903354-9600 Construction Reserve W. Balto. Ind. & Coml. Dev.	9910-904354-9601 W. Balto. Ind. & Coml. Dev.
4,370.00 23 rd EDF	9910-908992-9600 Construction Reserve East Baltimore Dev.	9910-906575-9601 E. Balto. Ind. & Coml. Dev.
6,795.00 23 rd EDF	9910-913990-9600 Construction Reserve Commercial Revitalization	9910-902879-9601 Commercial Revitalization
<hr/>		
\$ 41,361.21		

This transfer will provide funds to reimburse Baltimore Development Corporation for eligible capital expenses for the month ending June 30, 2012.

2. 441.36 15 th EDF	9910-994001-9600 Construction Reserve Unallocated Reserve	9910-906835-9603 Westside Project Initiative
3,930.00 19 th EDF	9910-994001-9600 Construction Reserve Unallocated Reserve	9910-905852-9601 Economic Dev. Incentive
5,099.00 21 st EDF	9910-902483-9600 Construction Reserve S. Balto. Ind. & Coml. Dev.	9910-903483-9601 S. Balto. Ind. & Coml. Dev.

MINUTES**TRANSFERS OF FUNDS**BDC - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
375.00 22 nd EDF	9910-903354-9600 Construction Reserve W. Balto. Ind. & Coml. Dev.	9910-904354-9601 W. Balto. Ind. & Coml. Dev.
2,094.40 22 nd EDF	9910-904115-9600 Construction Reserve Westside Initiative	9910-906835-9603 Westside Project Initiative
690.00 23 rd EDF	9910-913990-9600 Construction Reserve Commercial Revitalization	9910-904354-9601 Commercial Revitalization
<u>\$ 12,629.76</u>		

This transfer will provide funds to reimburse Baltimore Development Corporation for eligible capital expenses for the month ending May 31, 2012.

Department of Housing and Community Development

3. \$250,000.00 28 th CDB	9910-902985-9587 Housing Development Reserve	9910-910145-9588 Health Care for the Homeless
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TRANSFERS OF FUNDS

DHCD - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
250,000.00 29 th CDB	9910-902985-9587 Housing Development Reserve	9910-910145-9588 Health Care for the Homeless
<u>\$500,000.00</u>		

This transfer will provide funds to the Health Care for the Homeless project for costs associated with construction of the facility at Fallsway and Hillen Street. Health Care for the Homeless provides health-related services, education, and advocacy to reduce the incidence and burdens of homelessness.

4. \$2,404,000.00	9993-925989-9587 Loan Repayment Reserve	
\$ 853,351.00	-----	9993-919080-9593 Public Housing 108
<u>1,550,649.00</u>	-----	9993-920410-9593 East Baltimore Development Initiative 108
\$2,404,000.00		

This transfer will provide appropriation authority for repayment on HUD Section 108 loans for fiscal year 2013.

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TRANSFERS OF FUNDS

Bureau of Water and Wastewater

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
5.	\$204,000.00	9956-905533-9549	
	Counties	Constr. Res.	
		Annual Utilities	
		Fund	
	96,000.00	" "	
	Wastewater		
	Utility		
	Funds		
	<u>\$300,000.00</u>	-----	9956-907542-9551-3
			Design

This transfer will provide funds required for Project 1095E (SC 892) Design of the Structural Rehabilitation of the Chlorine Contact Chamber at the Patapsco Wastewater Treatment Plant - Task No. 3 and to alleviate the current account deficit.

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 32** favorable reports on Transfers of Funds approved by the Board of Estimates at its meetings on June 20, June 27, and July 11, 2012.

The Board **NOTED 32** favorable reports on Transfers of Funds approved by the Board of Estimates at its meetings on June 20, June 27, and July 11, 2012.

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 Mr. Mark Cameron. The period of the consultant agreement is effective upon Board approval through October 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 4000-406913-1875-187400-603018

BACKGROUND/EXPLANATION:

The purpose of the current Mayor's Growing Green Initiative (GGI) is to identify opportunities and develop strategies to transform vacant properties into high performance green spaces. These green spaces will provide a range of social economic and environmental benefits to Baltimore Residents. Mr. Cameron will aid in the identification of GGI pilot sites, the development of proposals for implementation on these sites, including targeted demolition, and the identification of recommendations for connecting proposed capital improvement projects to GGI.

Mr. Cameron is a highly experienced landscape architect and has been serving on the Department of Planning's Urban Design and Architectural Review Panel since 2003, which provides recommendations and guidance concerning major development projects in the city.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the consultant agreement with Mr. Mark Cameron.

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. 3300 O'Donnell St.	George Tserkis	Outdoor seating 20' x 4'
Annual Charge: \$337.50		
2. 3218 Hudson St.	Michael Buckley	Garage Extension 15'4" x 1'10"
Annual Charge: \$ 98.20		
3. 2017 W. Pratt St.	Cobalt Holdings, LLC	Retain awning w/ signage 14' x 1'4"
Annual Charge: \$105.50		
4. 912 Ramsay St.	Tyler Banks	One set of steps (1) 13' x 3' 10"
Annual Charge: \$35.20		
5. 1601 E. Preston St.	The Development Partners-Oliver, LLC	One set of steps 36 sq. ft.
Annual Charge: \$35.20		

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DGS - cont'd

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
6. 710 S. Central Ave. k/a 1066 Lancaster St.	Harbor East Office, LLC	Two awnings 23' x 4'
Annual Charge: \$386.40		
7. 17-25 Birkhead St.	Stavrou Companies, Inc.	Five sets of steps 3' x 2'
18-26 E. Fort St.	Stavrou Companies, Inc.	Five sets of steps 3' x 2'
Flat Charge: \$352.00		
8. 419 W. Redwood St.	University Physicians, Inc.	One double face electric sign 172 sq. ft. one single face electric sign 108 sq. ft.
Annual Charge: \$1,808.80		

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

UPON MOTION duly made and seconded, the Board approved the minor privilege permit applications.

MINUTES

Department of General Services - Right-of-Entry Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a right-of-entry agreement with Point Breeze, LLC.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Department of Transportation, is proposing to rehabilitate Broening Highway. The City's contractor will need to remove a portion of a fence on a property owned by Point Breeze, LLC located at 2501 Broening Highway. This will provide its employees ingress and egress into its parking lot during construction closures of its primary entrance in conjunction with the Department of Transportation Project TR-08046, Rehabilitation of Broening Highway.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the right-of-entry agreement with Point Breeze, LLC.

MINUTES

Department of General Services - Right-of-Entry Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a right-of-entry agreement with Harbor East Parcel D-Commercial, LLC.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Department of Transportation is proposing to reconstruct the promenade in the vicinity of property owned by Harbor East Parcel D-Commercial, LLC located in the vicinity of President Street, known as Block 1800, lots 1, 2, 3, 4, and 5. This agreement will allow the City's contractor access onto the property to complete the reconstruction of the promenade in conjunction with the Department of Transportation Project No. TR-10314.

(FILE NO. 54921)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the right-of-entry agreement with Harbor East Parcel D-Commercial, LLC.

MINUTES

Department of General Services - Perpetual Easement Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a perpetual easement agreement with Fallstaff Center, LLC.

AMOUNT OF MONEY AND SOURCE:

\$1,686.00 - 9950-902454-9508-900020

BACKGROUND/EXPLANATION:

The Department of Transportation is proposing to install signal equipment on a portion of the property owned by Fallstaff Center, LLC located at 6812 Reisterstown Road. This perpetual easement agreement will allow the City's contractor to install and maintain signal equipment in conjunction with the Department of Transportation Project No. TR-05309, Reisterstown Road Streetscape.

The Bureau of General Services determined the fair market value of the Perpetual Easement to be \$1,686.00.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the perpetual easement agreement with Fallstaff Center, LLC.

MINUTES

Department of General Services - Perpetual Easement Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a perpetual easement agreement with Fords Sixty-Three L.L.C.

AMOUNT OF MONEY AND SOURCE:

\$ 900.00 - 9950-902454-9508-900020

BACKGROUND/EXPLANATION:

The Department of Transportation is proposing to install signal equipment on a portion of the property owned by Fords Sixty-Three L.L.C. located at 6322 Reisterstown Road. This perpetual easement agreement will allow the City's contractor to install and maintain the signal equipment in conjunction with Department of Transportation Project No. TR-05309, Reisterstown Road Streetscape.

The Bureau of General Services determined the fair market value of the Perpetual Easement to be \$900.00.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the perpetual easement agreement with Fords Sixty-Three L.L.C.

MINUTES

Department of General Services - Energy Efficiency Community
Block Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the energy efficiency community block grant agreement with the Tuerk House, Inc. The period of the agreement is effective upon Board approval through September 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$16,230.00 - 9916-913900-9197

BACKGROUND/EXPLANATION:

The Department has received an award under the Energy Efficiency and Conservation Block Grant Program from the U.S. Department of Energy.

Under the terms of the sub-grant agreement, the community non-profit will implement energy efficiency upgrades to its facility located at 730 Ashburton St. The DGS and the Department of Planning, Office of Sustainability have worked in collaboration to solicit, review, and numerically score "Energy Saver Grant" applications from Baltimore non-profits for use of these funds. This organization received a qualifying score for proposed energy upgrades. The total project cost is \$16,230.00.

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 energy efficiency community block grant agreement with the Tuerk House, Inc.

MINUTES

Department of General Services - Standard Highway
Option Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a standard highway option agreement with Parth Investment Corporation.

AMOUNT OF MONEY AND SOURCE:

\$12,002.00 - 9950-902454-9508-900020

BACKGROUND/EXPLANATION:

The City of Baltimore, acting by and through the Department of Transportation, is proposing to widen a portion of Reisterstown Road on a portion of the property owned by Parth Investment Corporation, located at 7000 Reisterstown Road.

This option agreement will allow the City to acquire a portion of the property in fee for the widening and a temporary construction easement area to allow the City's contractor to perform the work, in conjunction with the Department of Transportation's Project No. TR 05309, Reisterstown Road Streetscape.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the standard highway option agreement with Parth Investment Corporation.

MINUTES

Department of General Services - Standard Highway
Option Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a standard highway option agreement with Mr. Lonnie Parker.

AMOUNT OF MONEY AND SOURCE:

\$1,856.00 - 9950-902454-9508-900020

BACKGROUND/EXPLANATION:

The City of Baltimore, acting by and through the Department of Transportation, is proposing to widen a portion of Reisterstown Road on a portion of the property owned by Mr. Parker, located at 5606 Reisterstown Road.

This option agreement will allow the City to acquire a portion of the property in fee for the widening and a temporary construction easement area to allow the City's contractor to perform the work, in conjunction with the Department of Transportation's Project No. TR 05309, Reisterstown Road Streetscape.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the standard highway option agreement with Mr. Lonnie Parker.

MINUTES

Department of General Services - Developer's Agreement No. 1253

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1253 with Christian Temple Faith Church, Inc., developer.

AMOUNT OF MONEY AND SOURCE:

\$15,222.00

BACKGROUND/EXPLANATION:

The developer would like to install new water service, to its proposed construction located in the vicinity of 5101 Reisterstown Road. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A Letter of Credit in the amount of \$15,222.00 has been issued to Christian Temple Faith Church, Inc. which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the developer's agreement no. 1253 with Christian Temple Faith Church, Inc., developer.

MINUTES

Department of General Services - Developer's Agreement No. 1274

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1274 with Columbus School Limited Partnership, developer.

AMOUNT OF MONEY AND SOURCE:

\$23,480.00

BACKGROUND/EXPLANATION:

The developer would like to install new water service and abandon existing water service to its proposed construction located in the vicinity of 2000 East North Avenue. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A performance bond in the amount of \$23,480.00 has been issued to Columbus School Limited Partnership which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the developer's agreement no. 1274 with Columbus School Limited Partnership, developer.

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Department of General Services - On-Call Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an on-call agreement with Cho Benn Holback and Associates for Project No. 1125C, On-Call Architectural Design Services. The period of the agreement is effective upon Board approval for two years, or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$748,223.22 - 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. Calls for these services will be made on the contracts 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 agreement will be two years. However, projects 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 \$748,223.22 for the two-year period.

The consultant has been approved by the Architect and Engineering Awards Commission (AEAC) procedures, under AEAC Project No. 1125C.

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Department of General Services - cont'd

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 27% FOR MBE AND 9% FOR WBE.

MBE: MIN Engineering, Inc.	\$202,500.00	27%
WBE: Mahan Rykiel Associates	\$ 15,000.00	0-2%
Gower Thompson, Inc.	52,500.00	0-7%
	<u>\$ 67,500.00</u>	

MWBOO FOUND VENDOR IN COMPLIANCE.

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

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS' ASSOCIATION.

President: "The first item on the non-routine agenda can be found on pages 25 to 26, On-Call Agreement; will the parties please come forward?"

Michael Cook: "Good morning Honorable members of the Board, my name is Michael Cook. I am the Chief of the Major Projects Division for the Department of General Services. Uh - I believe the question is WBE participation on Page 26 of the agenda. The two firms cited have a range of zero to 2% and zero to 7%, that is actually incorrect, it is supposed to be zero to 9% for each

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Dept. General Services - On-Call Agreement - cont'd

and the reason we do that range is that we do not know what services we are going to need from this consultant and so depending on which services we need that type of work will be assigned between the two WBE firms. The firm of Cho Benn Holback has committed to a minimum of 9% for the WBE's."

Arnold M. Jolivet: "Good morning members of the Board, Arnold M. Jolivet. Well, that is really not my issue, my issue is and I am not taking issue with Mr. Cook --"

President: "Can you make sure you speak directly into the mic please?"

Mr. Jolivet: "Yes. Ah - my issue is the contract does not have African American MBE consultants and I have been before this Board many times in the last few months, last year in particular and I am concerned that all too often, while the contract meets the goal it meets the goal without African American MBE Consultants and it is a simple issue. I don't want to make -- to belabor the point but I would ask the Board, assuming that the Board does not see fit, and I am not suggesting that to further

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Dept. General Services - On-Call Agreement - cont'd

approve this particular item. I think the Board needs to address the problem of the inclusion of African American MBE consultants. The one area in the City contracting where African Americans remain excluded and underutilized is in the Architectural and Engineering consulting area. So I want to ask the Board to refrain from approving this because there are no African Americans involved. I think that there ought to be African Americans involved and so I stand by my protest."

President: "Okay, um - - Are there any African Americans who um, you know, have bid for this kind of work?"

Thomas Corey: "There are African American architectural and engineering firms, however when we establish the goals in these contracts we cannot dictate to the successful bidder what minority group he or she must use in order to achieve the goals. We would like to see greater participation on behalf of African American architectural and engineering firms but sometimes the availability is just not there. Uh -- but, as I said once we establish the goals uh - we cannot tell the bidder what minority group to use uh - to achieve the goals."

MINUTES

Dept. General Services - On-Call Agreement - cont'd

Mr. Jolivet: "Mr. President if I can -- if I can just again I don't want to belabor the point but Mr. Corey's explanation is just very troubling. He says that we can't tell the primary consultants essentially who to use to meet the goals. In a sense that is actually accurate, you can't tell anyone who to contract with but, if you write the specifications up in such a way that you give them the guidelines in which you want them to seek out and solicit minority participation you can achieve that goal. Now, in 2007 we had the exact, identical problem and we went to the City Council and we had the Council to structure the MBE ordinance with the provision in there which allows Tom's office to set what we call "sub-goals". In which the MWBOO looks at the contract and all of the various work in the contract and make a determination as to, based on the minority firms listed in our directory as to what percentage of -- of the 27% or whatever percent should be designated for the various sub-groups who have made beneficiaries of the Ordinance. Now admittedly that requires a considerable amount of work but what happens is that the office of MBE, MWBOO -- because they don't want to do

MINUTES

Dept. General Services - On-Call Agreement - cont'd

all the work that is necessary for that. They just put a blanket generic goal so the contractor is very much free to discriminate against any one of the groups; it just so happens that they are discriminating against African Americans here but they could literally discriminate against anyone because the Ordinance is not being effectuated and administrated in the way that it was contemplated by the City Council."

Mr. Corey: "Mr. President, members of the Board, I am Thomas Corey. I am Chief of the Minority Women Business Opportunity Office. He is correct; at one time we went to the City Council and asked that uh - we be allowed to place sub-goals on contracts. This came on primarily through the really great support that was offered by Mr. Jolivet. What we found after we started using the sub-goals is that one minority group on many of the contracts, or the availability of one minority group were dominating the contracts to the exclusion of others. So, the sub-goals weren't working well for all-- of the minority groups within it. So, there was a decision made, although I was not here when it happened, to stop using the sub-goals because not

MINUTES

Dept. General Services - On-Call Agreement - cont'd

every group was getting the benefit of the sub-goal provision. So, that is why we have these uh -- contracts without sub-goals. The provision in the law is permissive, the sub-goals are not required and we have the discretion of whether or not we use the sub-goals. I share with his concern, but as we said we found out that it was not working for all groups."

President: "Okay. Well, that's something you both can work towards you know to find a resolution because we need to move on."

Comptroller: "Why do you say it wasn't working for every - everyone."

Mr. Corey: "Because when we were doing the availability analysis for the various contracts, one group had greater availability and you must follow the law. And so when you put the sub-goals on the contract, this one particular minority group was getting most of the work."

Mr. Jolivet: "Well, they are doing it now! That is the exact concern that Mr. President, I am literally complaining about."

Mr. Corey: "That -- that goes to another issue --"

MINUTES

Dept. General Services - On-Call Agreement - cont'd

President: "You two get together and talk about how we can make this a better process, because right now I am entertaining a motion".

Deputy City Solicitor: "I would MOVE that we reject the protest and approve the item as submitted by the DGS".

Comptroller: "Second"

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

Mr. Cook: "Thank you."

MMCA- Maryland Minority Contractors Association, Inc.

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

July 24, 2012

Via Facsimile 410-685-4416

The Honorable President and Members

Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

ATTN: Ms. Bernice Taylor, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association, Inc. ("MMCA"), its members, clients and constituents. We wish to protest the following identified items contained in Your Honorable Board's 7-25-2012 public meeting.

These agenda items include but are not limited to the following:

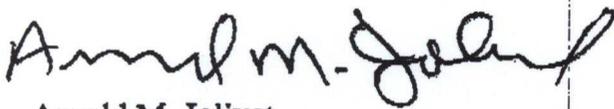
- (1) Item located on page 25, which is a consulting engineering agreement with Ben Holback and Associates, Inc. Our concern is with the contract's proposed M-WBE schedule;
- (2) Proposed MOU Agreement with EBDI which provides for EBDI to perform certain city public works related landscaping and street maintenance services along the Broadway Street corridor-Chase Street to North Avenue;
- (3) Item No. 4 on page 44-which is a proposed contract with the Living Classroom Foundation, Inc., to train project serve members to clean and board up vacant houses. Our proposed contract violates the City's mandatory" public competitive bidding charter provision;
- (4) Item No. 2 on page 62- This is contract work which Small and M-WBE firms can perform. Also, more importantly, there is no suggestion that this contract work is of an "emergency" nature.
- (5) Item No. 4, on page 84-which is a proposed correction in the contract's durational term, from July 15, 2011 through July 14, 2012 to July 15, 2011 through July 14, 2014. The agency's reasons for requesting the proposed change is highly questionable, and somewhat bogus. Then too, the contract has already expired and

this Board is without power or authority to "revive" a City contract that has already formally expired and terminated.

- (6) Item on page 86-City Solicitation No. B50001026-Temporary Personnel. The contract started out at \$5,000,000.00. If the Board approves this proposed contract price increase of \$2,170,000.00, this will bring the contract's total price to \$13,275,000.00. Our concern is that the Board lacks the authority and power to change and increase this contract in such a large and substantial manner;
- (7) Item on page 91-which is a proposed consulting engineering contract with Rummel Klepper and Kahl, for \$750,000.00 for City Project 1120R. Our concern is that the proposed contracts excludes M-WBE firms that are owned by African American or Black persons.
- (8) Item on page 95-which is a proposed \$750,000.00 consulting engineering contract with Apple Design, Inc. Our concern is that the contract excludes M-WBE firms that are owned by African American or Black persons.
- (9) Finally the Item No. 7 on page No. 85 appears to be in error. The agency is requesting an extension until the new solicitation No. B50002456 can be completed. Our protest is based upon the fact that the agency is requesting herein, a five (5) year extension-(July 20, 2012 through September 20, 2017) to process the new solicitation No. B5000245. This is either a clear error or patently way too long, and will hurt M-WBE firms desiring to compete for this City contract.

Thank you for your kind and favorable consideration of these protests.

Respectfully submitted,



Arnold M. Jolivet
Managing Director

MINUTES

Department of Transportation - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize a memorandum of understanding (MOU) with the East Baltimore Development, Inc. (EBDI). The period of the agreement is effective upon Board approval for five years, SUBJECT to annual appropriations.

AMOUNT OF MONEY AND SOURCE:

\$241,070.00 - 3001-000000-5016-382300-603026

BACKGROUND/EXPLANATION:

The MOU covers ongoing maintenance on the recently improved medians on Broadway, which extends from Ashland Avenue to North Avenue. The EBDI will perform landscape maintenance of all areas within the project limits, not intended for vehicular or pedestrian use, including median and island areas. The EBDI will furnish all labor, equipment, and materials necessary for landscape maintenance activities. The City agrees to pay in semi-annual installments over the term of the agreement.

The MOU is late due to additional information being provided by outside entity.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS' ASSOCIATION.

A PROTEST WAS RECEIVED FROM THE BALTIMORE REDEVELOPMENT ACTION COALITION

(FILE NO. 56017)

MMCA- Maryland Minority Contractors Association, Inc.

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

July 24, 2012

Via Facsimile 410-685-4416

The Honorable President and Members

Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

ATTN: Ms. Bernice Taylor, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association, Inc. ("MMCA"), its members, clients and constituents. We wish to protest the following identified items contained in Your Honorable Board's 7-25-2012 public meeting.

These agenda items include but are not limited to the following:

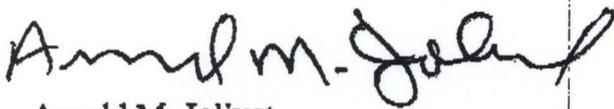
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this Board is without power or authority to "revive" a City contract that has already formally expired and terminated.

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Thank you for your kind and favorable consideration of these protests.

Respectfully submitted,



Arnold M. Jolivet
Managing Director

The Baltimore Redevelopment Action Coalition



E-Mail: chrwg@yahoo.com

Date: July 24, 2012

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

Dear Baltimore City Board of Estimates:

In accordance to the policy of the Board of Estimates, we hereby submit this protest of the contents found on page 27 of the July 25, 2012 agenda. Our protest concerns the \$241,070 that would be allocated to the East Baltimore Development Inc. (EBDI). As first reported in The Daily Record's investigative series (*Too Big to Fail? Betting a Billion on East Baltimore*) and following articles, EBDI has not fulfilled its mandate to hire persons who live in East Baltimore communities.

As outlined in the Minority Inclusion Agreement, signed in 2002 by then Mayor Martin O'Malley, EBDI promised to create 8000 jobs. But according to EBDI's March 31, 2012 *Economic Inclusion and Workforce Update*, in the period between December 2009 - February 29, 2012 out of the 1,225 people getting construction jobs, only 132 were East Baltimore residents. The report also states between Nov. 1, 2007 and Mar. 31, 2012, that 230 Greater East Baltimore residents have been placed in jobs.

These numbers are indicative of a severely broken workforce development pipeline run by EBDI. When placed in the context of the \$200+ million dollars given to EBDI by taxpayers, these numbers reflect a fundamental breach of the public trust in the ability of EBDI to produce the number of jobs promised in the Minority Inclusion Agreement of 2002.

These numbers were so bad that the Eastside Leadership Team promised to stop EBDI transactions at the city and state level until this breach of trust and community concerns are addressed. We agree with Council President Jack Young that: "This is totally unacceptable... We are standing in solidarity that this project cannot go any further. We've been at the table for 11 years, asking for something we shouldn't have to ask for."

We wholeheartedly agree with Council President Young and call on Mayor Stephanie Rawlings-Blake to take a stand on behalf of Baltimore residents who are ready and willing to work. Our coalition represents many such residents who agreed with their elected representatives that EBDI transactions should be stopped until their concerns are addressed.

Our coalition includes: Communities and Churches United for Baltimore Jobs, the Community Housing and Relocation Work Group, Laborers United International North America, Reclaiming Our Community, and students and persons of conscience at John Hopkins University.

Sincerely,

Lawrence Brown, PhD, MPA

BRAC Field Secretary

MINUTES

Depart. of Transportation - MOU - cont'd

President: "The second item on the non-routine agenda can be found on Page 27, Memorandum of Understanding. Will the parties please come forward?"

Mr. Arnold Jolivet, Maryland Minority Contractors Assoc.: "We dropped that."

Deputy Comptroller: "There is one other letter of protest, Mr. Jolivet."

Mr. Jolivet: "Okay."

President: "You can go ahead."

Mr. Lawrence Brown: "Good morning to the Board of Estimates, to Honorable Mayor, the Chair of the Board here. Our protest is regarding the --."

Comptroller: "State your name."

Mr. Brown: "I am Lawrence Brown with the Baltimore Redevelopment Action Coalition. Our protest is concerning the EBDI transaction found on Page 27 of today's agenda, \$241,000.00 would be allocated to EBDI, as reported in the Daily Record in the series 'Too Big to Fail Betting and Bidding on East

MINUTES

Depart. of Transportation - MOU - cont'd

Baltimore.' Many questions have been raised concerning EBDI's management of funds, which included substantial amount \$212.6 million dollars, as reported in that story of taxpayers' money. In 2002, former Mayor Martin O'Malley signed a Minority Inclusion Agreement which stated that the project would create 8,000 jobs for Baltimore residents. Unfortunately, EBDI has not lived up to this goal. Between 2000 -- December 2009 and the end of February of this year out of the 1,225 people getting construction jobs, only 132 were from East Baltimore. The report also states the EBDI Economic Inclusion and Workforce Update report also states that between November 1, 2007, and March 31st of this year that only 230 Greater East Baltimore residents have been placed in jobs. So, we argue that the workforce pipeline is severely broken. They have not lived up to their measure to hire East Baltimore residents. We know that the honorable Mayor wants to make sure that 10,000 new people move into the City and are able to live a high quality of life. We agree with our Council President who stated that EBDI's

MINUTES

Depart. of Transportation - MOU - cont'd

process is totally unacceptable and that they have been at the table for 11 years, the East Side Leadership Team, asking for something that they shouldn't have to ask for, and that is that people who spend City taxpayer money hire people from the community, and this has not been happening. Therefore, we ask that this particular transaction does not receive approval until EBDI sits down with the community and works out a process by which this money will be used by the community."

President: "Well, uh - I don't want to speak for Mr. Chris Shea, but I did -- I spoke to him yesterday. He was supposed to be here. I don't know if you are all aware that this contract does have people who live in East Baltimore working on this project. So, I'll ask Chris Shea to meet with you all, because I do know that East Baltimore residents are working on that median strip. Why he's not here; I haven't the slightest idea. But you can finish."

Mr. Jermaine Jones: "My name is Jermaine Jones. I am also a member of The Baltimore Redevelopment Action Coalition, and I am also a Business Manager of the Labor Union here in Baltimore. I

MINUTES

Depart. of Transportation - MOU - cont'd

Live on the 1500 block of Bond Street. I live one block away from where this median is going to be at, and you know not too far from the development that is going on the EBDI, and one thing that's frustrating to a lot of people in my community and to myself is seeing whose working on that billion dollar development project and the majority of it isn't people right now working -- living in the community. So, we've been working with EBDI on trying to increase those numbers, trying to become a responsible developer and try to find new ways, but there hasn't been a lot of progress. So, I -- we feel today that there must be a more responsible organization that this project could go to. Uh - granted they may be using Baltimore City residents on the median strip on this portion, but this is not the only project they are doing. It's going to them as a whole. So what we need to do is make sure that we don't allocate our money to people who aren't going to develop responsibly as a whole. It's not justified that okay you do this one median strip with Baltimore City residents but somewhere else you don't do it.

MINUTES

Depart. of Transportation - MOU - cont'd

No, we have to work with people who are going to do business properly in Baltimore and -- and come down hard on those who don't. So, I look forward to the idea of when you know it's said that we are going to shut EBDI down until they start doing the right thing, and if we award this project I'm afraid that they are not going to get the motivation that they need to start doing business the right way. So, you know as a community resident who wants to keep the people in our community working on not just the median strip but the other projects they have going on, I would request the Board to you know not approve this so that the community can have a chance. Because we've also been training people within that community on you know, general labor skills, general construction skills and as many people who would love to take advantage of this opportunity that can kind of take care of the median strip as well. You know, my other question was whether or not this went through the proper procurement process? Why didn't it go out for bid, if it didn't? Because I know a lot of people in the community who does landscape work who would have loved to have, you know made

MINUTES

Depart. of Transportation - MOU - cont'd

a bid on this project, as well. So, that way we can guarantee that it goes to City residents and that we just don't award, you know, money to a business that isn't doing business accordingly in our City. Thank you."

President: "And as both of you are aware, the East Baltimore Leadership had been meeting with EBDI, changes are being made and we continue to work through those issues and this contract I know certain folk that work on that contract and I will not vote to put them out of work. So, I am going to entertain a Motion. Is Chris coming?"

Deputy City Solicitor: "Yes he --"

President: "Chris should have been here."

Deputy City Solicitor: "My understanding is perhaps that he believed that since the uh, Mr. Jolivet was withdrawing his protest that the --."

President: "But I asked him, I personally asked him to be here."

Deputy City Solicitor: "Right, he is here. Yeah he's here."

MINUTES

Depart. of Transportation - MOU - cont'd

President: "We are going to give a second for Mr. Shea to get up here. He is in the building."

Deputy City Solicitor: "Yeah. That's why."

Mayor: "Are you ready to speak?"

Mr. Kendrick, Dept. of Transportation: "Yeah I can talk now."

Mayor: "Okay."

Mr. Kendrick: "Good morning members of the Board. I was told that it was a withdrawn. This is a - an agreement between the City and EBDI for landscaping in the Broadway median. It's an ongoing maintenance contract for five years. Work to be performed by EBDI staff who reside within the community in East Baltimore. The work is uh - I said over five years, it's subject to appropriation. So each year's work is about \$45,000.00, or so negotiated with EBDI which is I think their initial proposal was \$92,000.00, or so. So, we have done any number of partnerships around the City where community groups, non-profits etcetera have taken over our medians in order to relieve some of the pressure on the community and provide the

MINUTES

Depart. of Transportation - MOU - cont'd

high quality of service that neighborhoods expect, and we are pleased that EBDI has entered into this partnership with us, and Chris Shea is also here if the Board wishes to hear."

President: "Chris, we want to know are there East Baltimore workers doing this project?"

Mr. Chris Shea: "First let me apologize for arriving late to the Board. This uh - work will be done --."

Comptroller: "State your name."

Mr. Shea: "I'm sorry. My name is Christopher Shea. I am the President and CEO of East Baltimore Development. This work will be performed by our clean and safe crew which are permanent EBDI employees, 100% of that 11 person work crew uh -- are East Baltimore residents. Most of them born in East Baltimore, all of them residing in East Baltimore. These are permanent employees of EBDI. They receive uh -- City living wage or better. They receive full benefits including full health care benefits and full retirement benefits. They are the only ones who will be performing this work on the project."

MINUTES

Depart. of Transportation - MOU - cont'd

President: "Okay Andre you want to say anything? You have to talk into the mic."

Mr. Bonaparte: "Good morning, my name is Andre Bonaparte, the senior Director of Public Safety for EBDI and just reiterating what the President has said. Is that this is a Clean and Safe Program with maintaining and managing hopefully the properties of Broadway between Ashland up to North Avenue, and 100% residency as far as staff is concerned of Baltimore City and also of East Baltimore."

President: "Thank you."

Mr. Brown: "I would like to state that the first gentleman stated that EBDI staff --."

Deputy Comptroller: "Can you state your name please?"

Mr. Brown: "Yes. Lawrence Brown. The first gentleman said that EBDI staff would be working on this project and Christopher Shea also said that they are permanent employees, so they would be paid either way, whether or not they worked on this project or not. Our problem has to do with the fact that the jobs are

MINUTES

Depart. of Transportation - MOU - cont'd

not open beyond EBDI and there is a potential for bias, because the people that work for EBDI tend to be those who are friendly to the organization and so the bias is if they have people that are working with them, as opposed to people who might want to see a better process created, then they are going to be the people that might want a better process created are often frozen out of the opportunities and this particular situation is particularly ripe for that. So, even though East Baltimore folks may be working on the project currently, what we want is a broader process, where other folks who might not work with EBDI are also able to bid on these contracts and not just them keep the process internally."

President: "I'll entertain a Motion."

Deputy City Solicitor: "MOVE to reject the protest and to approve the item as submitted by the Department of Transportation."

Director of Public Works: "Second."

President: "All those in favor say AYE. All Opposed NAY. The Motion carries. The Comptroller **ABSTAINED.**"

MINUTES

Depart. of Transportation - MOU - cont'd

Comptroller: "Well, I **ABSTAIN**. Because I don't have enough information based on what the protestant said about uh - other community residents not being able to participate in the process."

* * * * *

MINUTES

Department of Transportation - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a memorandum of understanding (MOU) with the Maryland State Highway Administration (SHA). The period of the memorandum of understanding is effective upon Board approval for two years.

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - 1001-000000-5015-382300-604011

BACKGROUND/EXPLANATION:

The MOU outlines the responsibilities between the SHA and the Department for snow removal along the Jones Falls Expressway from the County/City line to Annapolis Road. The removal will consist of the SHA's efforts to remove snow due to the City experiencing equipment shortages for any winter emergencies. The City will be responsible for all costs incurred by the SHA for the removal.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the memorandum of understanding (MOU) with the Maryland State Highway Administration (SHA).

MINUTES

Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2012 through June 30, 2013, unless otherwise indicated.

- | | | |
|----|--|----------------|
| 1. | UNIVERSITY OF MARYLAND/BALTIMORE
COLLEGE OF DENTAL SURGERY, MEDICAL
RECORDS | \$ 0.00 |
|----|--|----------------|

The above-listed organization will serve as a host agency for the Senior Community Service Employment Program. This program provides part-time work experience or volunteer service opportunities for persons, aged 55 years or older, with no upper age limitation. The placement of Senior Citizen Aides in non-profit or governmental agencies will allow those agencies to provide services that would otherwise not be available because of the lack of funds.

The agreement is late because it was just signed and returned to the Health Department.

- | | | |
|----|---|---------------------|
| 2. | THE JOHNS HOPKINS UNIVERSITY
(JHU) | \$185,324.00 |
|----|---|---------------------|

Account: 4000-422512-3030-271516-603051

The JHU will provide personnel to manage the overall operation of the Syphilis Elimination Project (SEP). These individuals will oversee the Rapid Response Team and monitor one SEP-sponsored Community-Based organization. The period of the agreement is January 1, 2012 through December 31, 2012.

The agreement is late because the request was received late in the fiscal year.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

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

Account: 4000-426213-3110-606200-603018

The Case Monitor may not exceed a maximum of 75 cases at any time, unless a waiver is received.

The Maryland State Department of Health and Mental Hygiene (DHMH) is designated as the single State agency to administer all aspects of the Maryland Medical Assistance Program. The Health Department has an agreement with the DHMH to participate in the program as the case monitoring agency and to contract with the Case Monitor who will supervise personal care services to eligible recipients.

The Case Monitor will exercise independent professional judgment and carry professional liability insurance. The case monitor will be an independent contractor and not an employee of the City.

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

MINUTES

Health Department - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
4. HILLARY J. MICHAUD	\$75.00 per hour	\$ 10,000.00

Account: 1001-000000-3021-268400-603018

Ms. Michaud will function as a Hearing Officer to provide for the resolution of disputes arising as a result of licensing, regulation, and enforcement of certain activities administered by the Department's Environmental Health Section.

The agreement is late because of delays in the internal review process.

AUDITS REVIEWED AND HAD NO OBJECTION.

5. THE ABELL FOUNDATION	\$ 80,000.00
-------------------------	--------------

Account: 6000-651313-3030-279200-600000

Under the terms of this grant award agreement, the funds from the Abell Foundation will enable the Adolescent & Reproductive Health Clinics and School-based Health Centers to serve a population of adolescents/women who desire, but currently do not have access to the Long-acting Reversible Contraceptive Project, and reduce the incidence of unintended pregnancy.

The grant agreement is late because it was recently received.

MINUTES

Health Department - cont'd

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 foregoing agreements. The President **ABSTAINED** on Item No. 2.

MINUTES

Health Department - Correction to Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve the correction to the title and the funding period for the grant from the Abell Foundation.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On April 4, 2012, the Board approved acceptance of a grant award from the Abell Foundation in the amount of \$164,248.00. This grant provided funds for Home Visiting Services to Children with Severe Asthma in Baltimore City.

The grant title and the grant award period were incorrect.

The Department desires to correct the grant title to Healthy Homes: Community Asthma Program and the period of the grant award to February 8, 2012 through August 31, 2013.

UPON MOTION duly made and seconded, the Board approved the correction to the title and the funding period for the grant from the Abell Foundation.

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay the Maryland Association of County Health Officers (MACHO) and the National Association of County and City Health Officials (NACCHO) for Oxiris Barbot, MD, Commissioner of Health.

AMOUNT OF MONEY AND SOURCE:

\$6,262.00 - MACHO
1,744.00 - NACCHO
\$8,006.00 - 1001-000000-3001-599000 -603022

BACKGROUND/EXPLANATION:

The funds will be used to pay the Commissioner's 2013 annual MACHO membership dues and 2013 annual NACCHO membership dues.

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

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay the Maryland Association of County Health Officers (MACHO) and the National Association of County and City Health Officials (NACCHO) for Oxiris Barbot, MD, Commissioner of Health.

MINUTES

Health Department - Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense statement for Mr. Ryan Pitts for the month of February 2012.

AMOUNT OF MONEY AND SOURCE:

\$215.90 - 1001-000000-3160-308000-603002

BACKGROUND/EXPLANATION:

Mr. Pitts submitted his expense statement within the required time period. However, due to the Department's staff changes, the expense report was not submitted to the appropriate parties for signature.

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

The Department apologizes for the lateness of this submission.

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

UPON MOTION duly made and seconded, the Board approved the expense statement for Mr. Ryan Pitts for the month of February 2012.

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 Ibrahim Abou-taleb, developer, for the sale of the property located at 1912 Wilkens Avenue.

AMOUNT OF MONEY AND SOURCE:

\$5,500.00 - Purchase price

BACKGROUND/EXPLANATION:

The project will consist of the conversion of the property into a single family rental unit. The purchaser plans to invest approximately \$80,000.00 into this project. In addition, the developer recently purchased the properties on either side of 1912 Wilkens Ave, all of the properties will be rehabbed simultaneously.

In accordance with the City's appraisal policy, the waiver valuation process was used in lieu of an appraisal. The DHCD has determined the price of the property using available real estate data. The building was priced at \$5,351.00. The purchase price for the property will be \$5,500.00 for the following reasons:

The sale of the property, once developed, will generate real estate property taxes to the City of Baltimore. Once transferred and redeveloped, the property will be active on the tax rolls of Baltimore City, thereby preventing tax abandonment.

The property is being conveyed above the price determined by the valuation waiver.

MINUTES

DHCD - cont'd

MBE/WBE PARTICIPATION:

The property is being valued at less than \$50,000.00 therefore MBE/WBE is not applicable.

(FILE NO. 57211)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Ibrahim Abou-taleb, developer, for the sale of the property located at 1912 Wilkens Avenue.

MINUTES

Department of Housing
and Community Development

- Amendment to Land
Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to land disposition agreement with Sandtown Habitat for Humanity, Inc., developer, for 1523 N. Gilmor Street.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On June 08, 2011, the Board, approved the sale of several properties to Sandtown Habitat for Humanity, Inc. One of the properties identified for sale in the original LDA was 1523 N. Gilmor Street, which was inadvertently omitted in Schedules A and B of the same LDA. This was a typographical error.

The amendment to the LDA will correct this error. All other terms and conditions will remain in full force and effect. The Sandtown Habitat for Humanity, Inc. is a non-profit, nationally known organization, which proposes to gut rehab the property into a single family homeownership unit. The total rehab cost will be \$40,000.00.

MBE/WBE PARTICIPATION:

It should be noted that 1523 N. Gilmor Street is not subject to Article 5, Subtitle 28, of the Baltimore City Code, because City funds will not involved and the property will be sold for less than \$49,999.99.

(FILE NO. 56506)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Sandtown Habitat for Humanity, Inc., developer, for 1523 N. Gilmor Street.

MINUTES

Department of Housing and - Amendment No. 1 to Memorandum
Community Development of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize amendment no. 1 to a memorandum of understanding (MOU) with the Coalition to End Childhood Lead Poisoning, Inc. This amendment extends the use of Department funds through July 31, 2012.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On September 28, 2011, the Board approved the original MOU to hire a Joint Intervention Coordinator that will coordinate Green and Healthy Homes services for low-income households in Baltimore City.

Baltimore is a national leader in the Green and Healthy Homes Initiative, a national movement to address housing needs in economically challenged communities more efficiently, cost-effectively, and holistically. On May 20, 2011, the Mayor signed the Green and Healthy Homes Initiative Compact (Compact) for the City. The Compact commits the City to provide comprehensive energy-efficiency, health and safety upgrades in 450 homes over the next two years. These 450 units are completed through coordinating services across multiple City, nonprofit and private agencies to meet the multifaceted housing, health and economic needs of families being served. The Joint Intervention Coordinator plays a crucial role in sequencing services between agencies and with clients, as well as tracking and evaluating outcomes of services.

MINUTES

DHCD - cont'd

The position reports jointly to the Coalition's Director of Program Services and the City Department of Housing and Community Development's LIGHT Projects Coordinator. The Coalition's Executive Director and DHCD's Assistant Commissioner for Green, Healthy and Sustainable Homes will provide additional oversight and management.

All other terms and conditions of the original agreement remain in full force and effect.

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment no. 1 to the memorandum of understanding with the Coalition to End Childhood Lead Poisoning, Inc.

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 TRF Development Partners (TRF).

AMOUNT OF MONEY AND SOURCE:

\$461,057.90 - 9910-906460-9588-900000-704040

BACKGROUND/EXPLANATION:

The reimbursement of expenses is for acquisition related expenses in the Oliver community completed as contemplated by the Baltimore City Affordable Housing Program.

On September 13, 2006, the Board approved funding in the amount of \$1,155,800.00 from the Affordable Housing Trust to acquire, and relocate occupants, and demolish properties within the Southwestern portion of the Oliver neighborhood, including the 1500 and 1600 blocks of E. Preston Street, the 1600 blocks of Ellsworth Streets and Hakesley Place and the 1200 and 1300 blocks of N. Dallas and N. Bond Streets. This area has subsequently become commonly referred to as the Preston Place redevelopment zone.

The Baltimore City Affordable Housing Program was established by Ordinance No. 06-181 to improve and expand housing opportunities for working families and other persons of low and moderate income and to promote economic diversity in City neighborhoods. Pursuant to the rules and regulations of the program, the Commissioner may expend up to 100% of the program funds for grants and loans to implement the core program activities, which include: acquisition, relocation, demolition, and site preparation. The City may spend up to 15% of the funds for preservation, rehabilitation and development of economically diverse housing in City neighborhoods.

MINUTES

DHCD - cont'd

The TRF is a recognized Baltimore City Community Housing Development Organization serving the East Baltimore Community and it has invested over \$11,200,000.00 of federal, state and private resources to acquire, demolish rehabilitate and construct properties in the Preston Place redevelopment zone.

The DHCD and TRF and its affiliates have established a long term working relationship to acquire, demolish, rehabilitate, construct, sell, lease and manage properties for the express purpose of stabilizing the community in and around the Preston Place redevelopment zone.

The Board approved a Land Disposition Agreement to transfer 155 properties to TRF, in furtherance of the Preston Place redevelopment initiative on July 2, 2008. In addition the Board approved a Land Disposition Agreement to transfer 39 properties to TRF, in conjunction with Preston Place redevelopment initiative on June 20, 2012.

The Preston Place area has been extended to include the 1100 and 1200 blocks of N. Broadway under the Neighborhood Stabilization Program (NSP3). As part of the NSP3 project, the City, TRF and East Baltimore Development Incorporated (EBDI) are working together to redevelopment at least thirty-three abandoned homes in the expanded Preston Place zone. The project will invest \$6,800,000.00 of federal, state and private funds in the Preston Place redevelopment zone.

Since 2008, the partnership between the DHCD and TRF has resulted in the construction and rehabilitation of over 60 homes serving over 130 Baltimore City residents in the Preston Place redevelopment footprint. TRF's activity has reduced the vacancy rate in the area by 30%.

MINUTES

DHCD - cont'd

To facilitate the furtherance of the project, TRF has spent \$461,057.90 of its private funds for the acquisition of the following privately held abandoned properties in the Oliver Community:

1204-1212 N. Dallas Street	\$102,473.40
1209 N. Dallas Street	4,931.15
1225 N. Dallas Street	9,659.91
1227 N. Dallas Street	16,307.41
1256 N. Broadway	35,845.75
1236 N. Broadway	17,980.58
1208 N Bond Street	6,604.76
1510 N. Bond Street	179,652.98
1524 Biddle Street	12,680.33
1629 Hakesley Place	48,455.31
1639 Hakesley Place	<u>26,466.32</u>
Total	\$461,057.90

The amount to be reimbursed to TRF is \$461,057.90.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

(FILE NO. 56462)

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay TRF Development Partners.

MINUTES

Department of Housing and - Agreements
Community Development

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2012 through June 31, 2013, unless otherwise indicated.

1. **BELAIR EDISON NEIGHBORHOODS, INC.** **\$ 94,650.00**
(BENI)

Accounts: 2089-208913-5930-436872-603051	\$ 26,500.00
2089-208913-5930-436881-603051	\$ 10,000.00
2089-208913-5930-436883-603051	\$ 4,000.00
2089-208913-5930-436891-603051	\$ 54,150.00

The BENI will continue to provide homeownership counseling services to low- and moderate-income persons. The BENI will also work to facilitate economic development in the Belair-Edison Commercial Business District. Under the terms of this agreement, the funds will be used to subsidize the BENI's operating expenses.

FOR THE FY 2013, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$28,524.00, AS FOLLOWS:

MBE: \$7,701.00

WBE: \$2,852.00

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

DHCD - cont'd

2. **LIVING CLASSROOMS FOUNDATION, INC.** **\$380,480.00**

Account: 2089-208913-5930-424964-603051

Under the terms of this agreement, the organization will train Project SERVE members to clean and occasionally board a minimum of 3,019 vacant properties within predetermined eligible code enforcement areas of Baltimore City, under the direction and control of the Department of Public Work's Bureau of Solid Waste (DPW). The DPW will provide all Service Requests to the organization and will oversee each completed Service Request for satisfactory compliance with City procedures and codes.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

President: "The third item on the non-routine agenda can be found on Page 44 - 45 item no. 2, Agreement with Living Classrooms. Will the party please come forward?"

Mr. Arnold Jolivet, Maryland Minority Contractors Association,

Inc.: "Mr. President, I sent notice that I had withdrawn that one."

MINUTES

DHCD - cont'd

President: "Forty-four and 45?"

Mr. Jolivet: "No."

President: "Forty-four to 45?"

Deputy Comptroller: "It ends on 45."

President: "So you withdrew it?"

Mr. Jolivet: "That's 44 to 45, yeah."

President: "Okay."

Mr. Jolivet: "I think I sent notice that I had abandoned."

President: "I didn't hear that. Okay. I will entertain a Motion."

Mayor: "Motion for this one."

Deputy City Solicitor: "Move to approve the item as submitted by the agency."

Comptroller: "Second."

Director of Public Works: "Second."

President: "All those in favor say AYE. All opposed NAY. Please note that I **ABSTAIN**. The Motion carries."

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreement. The Mayor **ABSTAINED** on Item No. 2.

MMCA- Maryland Minority Contractors Association, Inc.

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

July 24, 2012

Via Facsimile 410-685-4416

The Honorable President and Members

Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

ATTN: Ms. Bernice Taylor, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association, Inc. ("MMCA"), its members, clients and constituents. We wish to protest the following identified items contained in Your Honorable Board's 7-25-2012 public meeting.

These agenda items include but are not limited to the following:

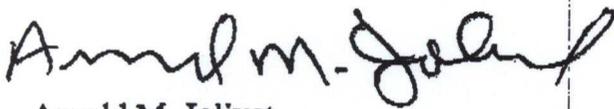
- (1) Item located on page 25, which is a consulting engineering agreement with Ben Holback and Associates, Inc. Our concern is with the contract's proposed M-WBE schedule;
- (2) Proposed MOU Agreement with EBDI which provides for EBDI to perform certain city public works related landscaping and street maintenance services along the Broadway Street corridor-Chase Street to North Avenue;
- (3) Item No. 4 on page 44-which is a proposed contract with the Living Classroom Foundation, Inc., to train project serve members to clean and board up vacant houses. Our proposed contract violates the City's mandatory" public competitive bidding charter provision;
- (4) Item No. 2 on page 62- This is contract work which Small and M-WBE firms can perform. Also, more importantly, there is no suggestion that this contract work is of an "emergency" nature.
- (5) Item No. 4, on page 84-which is a proposed correction in the contract's durational term, from July 15, 2011 through July 14, 2012 to July 15, 2011 through July 14, 2014. The agency's reasons for requesting the proposed change is highly questionable, and somewhat bogus. Then too, the contract has already expired and

this Board is without power or authority to "revive" a City contract that has already formally expired and terminated.

- (6) Item on page 86-City Solicitation No. B50001026-Temporary Personnel. The contract started out at \$5,000,000.00. If the Board approves this proposed contract price increase of \$2,170,000.00, this will bring the contract's total price to \$13,275,000.00. Our concern is that the Board lacks the authority and power to change and increase this contract in such a large and substantial manner;
- (7) Item on page 91-which is a proposed consulting engineering contract with Rummel Klepper and Kahl, for \$750,000.00 for City Project 1120R. Our concern is that the proposed contracts excludes M-WBE firms that are owned by African American or Black persons.
- (8) Item on page 95-which is a proposed \$750,000.00 consulting engineering contract with Apple Design, Inc. Our concern is that the contract excludes M-WBE firms that are owned by African American or Black persons.
- (9) Finally the Item No. 7 on page No. 85 appears to be in error. The agency is requesting an extension until the new solicitation No. B50002456 can be completed. Our protest is based upon the fact that the agency is requesting herein, a five (5) year extension-(July 20, 2012 through September 20, 2017) to process the new solicitation No. B5000245. This is either a clear error or patently way too long, and will hurt M-WBE firms desiring to compete for this City contract.

Thank you for your kind and favorable consideration of these protests.

Respectfully submitted,



Arnold M. Jolivet
Managing Director

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Personnel matters

listed on the following pages:

2944 - 2958

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.

* * * * *

MINUTES**PERSONNEL**Department of Planning

	<u>Hourly Rate</u>	<u>Amount</u>
1. ROBERT K. FREEMAN, Jr.	\$27.29	\$24,507.00

Account: 9905-903009-9188-000000-709009

Mr. Freeman will continue to work as a Geographic Information Systems (GIS) Technician. His duties will include but are not limited to developing and producing digital and hardcopy computer-generated GIS data and custom map products. He will utilize GIS software to perform spatial analysis and to design and create accurate cartographic products for the Mayor's Office of Information Technology and City agencies in response to the news media, public events, public safety, and natural disaster emergencies. In addition, his duties will include conducting department-wide training in ArcView 10 and other related programs, serving as a technical expert, managing all facets of the Department's GIS-based projects, maintaining on-line mapping, and analyzing data and preparing reports. The period of the agreement is August 22, 2012 through February 21, 2013.

Office of the State's Attorney

2. CYNTHIA M. WEESE	\$30.97	\$53,626.00
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Account: 1001-000000-1150-118300-601009

3. DONALD E. STEINHICE	\$30.97	\$53,626.00
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Account: 1001-000000-1150-119400-601009

MINUTES**PERSONNEL**Office of the State's Attorney - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
4. DAVID ROLLE	\$30.97	\$53,626.00
Account: 1001-000000-1150-118000-601009		
5. WILLIAM E. COLE	\$30.97	\$53,626.00
Account: 1001-000000-1150-119000-601009		
6. ROBERT W. BITTINGER	\$30.97	\$53,626.00
Account: 1001-000000-1150-118500-601009		
7. MICHAEL A. TOWNSEND	\$25.88	\$44,788.00
Account: 1001-000000-1150-120900-601009		
8. YOLANDA V. ROBINSON	\$25.88	\$44,788.00
Account: 1001-000000-1150-122000-601009		

These retirees will work as Investigators. Their duties will include but are not limited to, researching and locating parties relevant to prosecution of cases, providing location information to attorneys and forwarding information to the Warrant Apprehension Task Force so that arrests can be made. They will communicate with witnesses and victims to provide case and trial data information, and prepare subpoenas. These duties and salary are comparable to those of similar City positions and is consistent with the waiver of the AM 212-1 approved by the Board of Estimates on March 3, 1999 to hire retired Police Officers as Investigators for the Office of the State's Attorney. The period of the agreement is August 15, 2012 through August 14, 2013.

MINUTES**PERSONNEL**Department of General Services

	<u>Hourly Rate</u>	<u>Amount</u>
9. MICHAEL O'CONNOR	\$27.28	\$32,737.24

Account: 2030-000000-1890-189900-601009

Mr. O'Connor will continue to work as a Financial Assessment Specialist. His duties will include, but are not limited to providing review of the Fleet Management Consultant recommendations and providing oversight of the implementation project that will phase in new operational and financial structures by Mercury Associates. In addition he will develop an internal service fund for the Building Maintenance Division and assist in the implementation of that fund during FY 13 so that a structure is in place when the Department begins preparation for the FY 14 budget. He will develop funding structures to support reorganization of the Department, including the establishment of the Property Management Bureau and Contract Administration Section. Mr. O'Connor will also be responsible for assisting in the assimilation of the Department's new CFO and the development of a defined procedure to capture Capital funding, and tracking and reporting expenditures. In addition he will attend meetings within the Department and other agencies on behalf of the CFO such as Citistat statistical preparation, Outcome Budget assessments and reviews, and other budget related meetings and making recommendations regarding budgetary and fiscal structure with an emphasis on improvements. The period of the agreement is effective upon Board approval for one year.

MINUTES

PERSONNEL

Department of General Services - cont'd

10. Reclassify the following position:

From: 33252 - Typist II
Grade 075 (\$26,316.00 - \$29,913.00)
Job No. 1982-2059

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

Costs: \$2,717.00 - 1001-000000-1982-192500-601001

Police Department

	<u>Hourly Rate</u>	<u>Amount</u>
11. DAVID M. WERNER	\$14.42	\$30,000.00

Account: 1001-000000-2042-198100-601009

Mr. Werner will serve as Contract Service Specialist. He will be responsible for validating all police records entered into the National Crime Information Center (NCIC). He will also be responsible for contacting complainants/victims and the court for follow-up information and preparing NCIC supplemental reports. He is also responsible for updating, modifying or removing the NCIC validations. The period of the agreement is August 24, 2012 through August 23, 2013.

MINUTES

PERSONNELPolice Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
12. RAYMOND A. COLEMAN	\$14.42	\$30,000.00

Account: 1001-000000-2042-198100-601009

Mr. Coleman will serve as a Contract Services Specialist for the Laboratory Section. He will be responsible for maintaining case file system and evidence files; coordinating fulfillment of subpoenas for Lab records and handling calls from departmental command, courts, attorney's offices, and other outside agencies. The period of the agreement is August 24, 2012, through August 23, 2013.

13. DOUGLAS W. KERR	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Kerr will serve as a Contract Services Specialist for the Property Section. He will be responsible for inventory and accountability for all department equipment, assisting all other units in the Property Section whenever requested as well as identifying and labeling all non-expendable property and entering into the Consolidated Management Receipt database. The period of the agreement is August 10, 2012 through August 9, 2013.

MINUTES

PERSONNELPolice Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
14. SHEILA T. THOMPSON	\$14.42	\$30,000.00

Account: 1001-000000-2042-198100-601009

Ms. Thompson will serve as Contract Service Specialist. She will be responsible for validating all police records entered into the National Crime Information Center (NCIC). She will also be responsible for contacting complainants/authors of NCIC supplemental report entries for the purpose of validating, modifying or removing the NCIC entry from the record. The period of the agreement is effective upon Board approval or August 24, 2012 through August 23, 2013.

15. JOSEPH B. JOHNSON	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Johnson will serve as a Contract Services Specialist for the Fiscal Section - Overtime Unit. His duties will include various scheduling and billing of overtime sites such as swimming pools and Orioles and Ravens games. The period of the agreement is August 24, 2012 through August 23, 2013.

16. ALBERT M. DIGGS	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Diggs will serve as a Contract Services Specialist for the Fiscal Section and his duties include various scheduling and billing of overtime sites such as swimming pools and Orioles and Ravens games. The period of the agreement is August 10, 2012 through August 9, 2013.

MINUTES

PERSONNELPolice Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
17. BARBARA DARGAN	\$14.42	\$30,000.00

Account: 5000-599213-2024-212600-601009

Ms. Dargan will continue to serve as a Contract Services Specialist One (Data Entry Operator) for the Gun Violence Reduction Project. She will be responsible for utilizing a computer terminal to record a variety of complex and sensitive data from source documents into a database; examine source documents for completeness and return documents to originator for corrections or clarification. The period of the agreement is effective upon Board approval through June 30, 2013.

18. LAWRENCE B. JOHNSON	\$14.42	\$30,000.00
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Account: 5000-599213-2024-212600-601009

Mr. Johnson, retiree, will continue to work as a Contract Service Specialist One (Firearms Inventory Technician) for the Cease Fire-Gun Violence Reduction Project. Mr. Johnson will be responsible for firearms inventory to identify the manufacturer, model, caliber, serial number, and condition of incoming firearms. He will test suitable non-evidentiary firearms and recover sample cartridge cases and bullet specimens for future entry in the IBIS computer system and enter results of inventories into unit computer programs. The period of the agreement is effective upon Board approval through June 30, 2013.

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

On January 3, 1996, the Board approved a waiver of Administrative Manual Policy AM 212-1, which allowed the Baltimore Police Department to hire retired police officers as contract employees.

The retirees will serve as Contract Services Specialists and will perform a variety of tasks, previously performed by full-duty police officers, which are supportive in nature. This will allow the Department to continue to assign active police officers to crime fighting duties.

The retirees will receive no benefits other than workmen's compensation and F.I.C.A.

19. Reclassify the following vacant position:

From: 33115 - Data Entry Supervisor I
Grade 084 (\$33,510.00 - \$39,994.00)
Job No. 2042-19246

To: 33115 - Office Supervisor
Grade 084 (\$33,510.00 - \$39,994.00)

There are no costs associated with this action.

MINUTES**PERSONNEL**Baltimore Fire Department20. Reclassify the following vacant position:

From: 41210 - Firefighter/Paramedic
Grade 312 (\$35,148.00 - \$56,094.00)
Job No. 2101-47648

To: 33677 - Personnel Generalist II
Grade 111 (\$41,700.00 - \$60,500.00)

Costs: \$5,816.00 - 1001-000000-2101-225000-601001

Department of Finance/Bureau of Budget Management Research21. Upgrade the following classification series

a. From: 31301 - Budget/Management Analyst I
Grade 110 (40,000.00 - \$48,900.00)

To: 31301 - Budget/Management Analyst I
Grade 113 (\$46,700.00 - \$56,500.00)

b. From: 31302 - Budget/Management Analyst II
Grade 113 (\$46,700.00 - \$56,500.00)

To: 31302 - Budget/Management Analyst II
Grade 117 (\$56,000 - \$68,500.00)

MINUTES**PERSONNEL**Department of Finance/Bureau of Budget Management Research

c. From: 31303 - Budget/Management Analyst III
Grade 117 (\$56,000.00 - \$68,500.00)

To: 31303 - Budget/Management Analyst III
Grade 120 (\$64,800.00 - \$78,500.00)

d. From: 31304 - Budget/Management Analyst IV
Grade 119 (\$61,900.00 - \$75,500.00)

To: 31304 - Budget/Management Analyst IV
Grade 122 (\$71,200.00 - \$86,900.00)

Costs: \$96,776.00 - 1001-000000-1411-160400-601001

The Department of Finance, Bureau of Budget and Management Research requested that the Department of Human Resources (DHR) conduct a study of the Budget/Management Analyst I-IV classification series and respective compensation levels. DHR found that the current salaries are not sufficiently competitive to attract and retain candidates with the requisite skill sets. Therefore, it is recommended that the current salary grades of the Budget/Management Analyst classification series be adjusted to be more competitive within the local labor market.

Department of Finance

22. Create the following new non-civil service classification and pay grade:

02347 - Assistant Director, Social Services
Supplement
Grade 885 (\$10,000.00 flat rate)

Costs: \$10,000.00 - 1001-000000-3650-336302-601001

MINUTES**PERSONNEL**Department of Communication Services

	<u>Hourly Rate</u>	<u>Amount</u>
23. MONAE A. ROBINSON	\$14.18	\$22,121.00
24. GWENDOLYN C. HARDIN	\$14.18	\$22,121.00
25. TOCHIA PATTERSON	\$14.18	\$22,121.00
26. TOYA SMITH	\$14.18	\$22,121.00
27. ANN JENKINS	\$14.18	\$22,121.00

Account: 2039-000000-1330-158400-601009

These individuals will work as Telephone Operator I's for the Municipal Telephone Exchange to ensure adequate coverage on the weekends and will work on-call, as needed. Their duties will include, but are not limited to operating a City agency telephone console and computer terminal, placing outgoing and accepting incoming toll and long distance calls following specific procedures and receiving telephone calls for assistance from the general public. The period of the agreement is effective upon Board approval for 1-year.

Health Department

28. AJA SAGE HARRIS	\$25.00	\$ 1,750.00
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Account: 1001-000000-2401-258300-601009

Ms. Harris will serve as an Animal Hearing Panel Member. She will be responsible for providing notices of hearings in writing to the aggrieved party, any interested party, and the Office at least five days before the hearing, attend scheduled hearings and conduct hearings.

MINUTES**PERSONNEL**Health Dept. - cont'd

The hearings will be conducted in an orderly, but informal manner, ensuring procedural due process in accordance with Panel Hearing Procedure Regulations. The period of the agreement is effective upon Board approval through June 30, 2013.

Department of Public Works (DPW)

29. Reclassify the following one filled and two vacant positions:

Job No. 5541-23788

a. From: 33213 - Office Assistant III
Grade 078

To: 33681 - Personnel Assistant I
Grade 081

Job No. 5501-22855 - Vacant

b. From: 71522 - Chemist III
Grade 089

To: 33676 - Personnel Generalist I
Grade 088

Job No. 5501-46845 - Vacant

c. From: 34421 - Fiscal Technician
Grade 088

To: 33677 - Personnel Generalist II
Grade 111

MINUTES

PERSONNELDPW - cont'dCreate one position

- d. 33681 - Personnel Assistant I
Grade 081

Costs: \$ 4,130.00 - 2070-000000-5541-399300-601001
 (1,894.00)- 2070-000000-5501-605300-601001
 4,130.00 - 2070-000000-5541-399300-601001
53,167.00 - 2070-000000-5501-399300-601001
\$59,533.00

30. Reclassify the following five vacant positions:

Job No. 5521-47995

From: 54315 - Water Treatment Tech Supervisor
Grade 088

To: 31420 - Liaison Officer I
Grade 090

Job Nos. 5521-47997 & 5521-47996

From: 54315 - Water Treatment Tech Supervisor
Grade 088

To: 31422 - Liaison Officer II
Grade 093

MINUTES**PERSONNEL**

DPW - cont'd

Job Nos. 5501-22949 & 5501-22969

From: 54333 - Water Treatment Tech II
Grade 433

To: 31420 - Liaison Officer I
Grade 090

Costs: \$19,737.00 - 2071-000000-5521-608600-601001
16,352.00 - 2071-000000-5501-630000-601001
\$36,089.00

31. Reclassify the following position:

Job No. 5501-33671

From: 34132 - Accounting Assistant II
Grade 078

To: 34142 - Accountant II
Grade 110

Costs: \$25,035.00 - 2070-000000-5541-399300-601001

MINUTES

PERSONNEL

Department of Recreation and Parks

	<u>Hourly Rate</u>	<u>Amount</u>
32. DENNIS TUTTLE	\$30.00	\$23,400.00 (not to exceed)

Account: 1001-000000-4711-361700-601009

Mr. Tuttle will continue to work as a Marketing Manager. His duties will include, but are not limited to utilizing print, publishing, web design and electronic media to assist the Department in featuring people, places, events and storylines that define its mission. In addition, Mr. Tuttle will shape and package the information and produce it for delivery through the Department's e-mail newsletter and website, as well as social media such as Facebook and Twitter. Mr. Tuttle's additional duties include working with the City's webmaster to transition the Department's webpage to a new platform and provide current and updated maps, content, and references. This salary shows a 20% increase in the hourly rate from the previous contract. The period of the agreement is effective upon Board approval through December 31, 2012.

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her questions. Her correspondence has been sent to the Department of Recreation and Parks, which will respond directly to Ms. Trueheart.

* * * * *

Kim A. Trueheart

July 24, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City neighborhoods surrounding the underfunded Liberty Recreation Center located at 3901 Maine Ave, of which I am a resident member.

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

1. Whom you represent: Self
2. What the issues are:
 - a. Page 60, Item #32 - Department of Recreation & Parks if approved:
 - i. Retains in pay status an individual who intentionally posted on the Department's Face Book page misstatements, misrepresentations of the truth and falsehoods about my personal interactions with the Rec & Parks Department in 2011 (hard copy available);
 - ii. Is wasteful and abusive of scarce municipal resources;
 - iii. Diminishes already scarce municipal resources, diverting them to pay for a contractor with questionable judgment, offensive communicating practices and limited technology skills;
 - iv. Commits an unheard of and ridiculously outrageous 20% pay raise for a non-competitively awarded contract extension;
 - v. Denies the citizens the opportunity to obtain the best value available on the open market for a skilled and highly capable provider;
 - vi. Sustains a broken communications model that fails to meet the citizens test for greater transparency in government;
 - vii. Excludes opportunities for new and innovative solutions to be identified that solve government problems from sources available within both the commercial and non-profit sectors of our economy;
 - viii. Excludes minorities from the opportunity to participate in small dollar government contracting thus restricting their ability to build capacity to enhance their economic viability and capacity;
 - ix. Will be more costly to the citizens of Baltimore than a selection from a competitively made award;
 - x. Rewards and promotes ineffective management practices and behaviors.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer

5519 Belleville Ave
Baltimore, MD 21207

and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by this wasteful and abusive use of scarce municipal resources which should more appropriately be spent to provide direct services and support to operations and management of recreation centers. These centers have been woefully and intentionally underfunded and are thus incapable of successfully providing opportunity and access to quality recreational services and programs for our most vulnerable residents, children and seniors, myself included.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on July 25, 2012.

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

Sincerely,

Kim Trueheart
Citizen

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following pages:

2960 - 2966

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The President **ABSTAINED** on Item No. 2.

MINUTES**EXTRA WORK ORDERS**

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

Department of Transportation

- | | | | |
|--|---------------|--------------------------------|-------|
| 1. EWO #003, \$ 0.00 - TR 12009, Dredging the Inner Harbor
Water Channels | | | |
| \$ 1,066,000.00 | \$ 160,800.00 | McLean Contracting,
Company | 180 - |

Bureau of Water and Wastewater

- | | | | |
|--|-----------------|-------------------|------|
| 2. EWO #009, \$348,000.00 - WC 1160R, Montebello Plant 2
Finished Water Reservoir Cover | | | |
| \$36,922,950.00 | \$ 4,446,835.63 | Alan A. Myers, LP | 0 78 |

The project included the demolition of the 84 inch Montebello By-Pass Main. This main supplies water to Druid Park Lake prior to distribution to the customers.

The Water System Manager advised that to maintain proper water quality in Druid Lake, the 36-inch Druid PRV main and the 48-inch Vernon main should be placed into service. It was discovered that these mains were not in usable condition. The contractor was directed to immediately proceed and do the work necessary to place these mains into service. The mains are now in service.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

President: "The fourth item on the non-routine agenda can be found on Page 62, Item No. 2, Extra Work Orders. Will the parties please come forward? Good morning."

MINUTES

BW&WW - EWO #9 - cont'd

Mr. Rudy Chow, Bureau Head, Bureau of Water and Wastewater:

"Good morning. This work was required due to an ongoing --"

President: "State your name please."

Mr. Chow: "My name is Rudy Chow. I'm the Bureau Head for the Water and Wastewater. There was an existing contractor working at the -- on a 84-inch water main and due to that 84-inch water main, the main had to be shut down. We need to divert uh - using other mains to provide the chlorination for the Montebello Lake. Uh, since the contractor was already on-site, mobilized, it was practical to extend the work to them so we don't incur additional mobilization, demobilization and as well as time delay should we have to go out there and procure additional contractor."

Mr. Arnold Jolivet, Maryland Minority Contractors: "Mr. President, that is the most historical excuse for steering contract work to one contractor over another and it is described, in many instances, as a scheme where minority contractors are left out. Now, this was a job that could stand

MINUTES

BW&WW - EWO #9 - cont'd

on its own. It had no direct or indirect relationship to the larger contract and I would submit that it should have been competitively bid according to Article 6, Section 11. It wasn't. But again, the Board needs to send a message to the agencies that this kind of -- of -- of -- of -- of -- of thing -- this kind of diverting contracts to contractors who already have a contract is where the fish, the big fish get bigger and the smaller guy, guys like the minority firms never get a chance. Now, if this contract were put out for independent, competitive bid, I would submit that the smaller minority firm might have had an opportunity to at least bid. I'm not saying that he would have won it, but this kind of thing shuts the small minority firm out and I don't want to belabor the point, but it is a clear violation of the Charter."

Mr. Thomas Corey: "Mr. President. Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. When this contract was originally let, it had goals of, MBE goals of 11% and WBE goals of 11%. Uh, we took the initiative this month to

MINUTES

BW&WW - EWO #9 - cont'd

monitor this contract to make sure that the MBEs and WBEs that are participating in this contract, participate in all these Extra Work Orders. It came back that right now, \$42,000,000.00 of this contract has been awarded to this one particular contractor and that the MBE and WBE are participating in getting money based on the gross amount of the contract. So, there is participation based on the actual recording."

Comptroller: "Let me ask you a question. Could it have been competitively bid?"

Mr. Corey: "I can't answer that question."

Comptroller: "Mr. Chow."

Mr. Chow: "Due to the urgent nature -- uh -- because of the fact that Montebello Lake is a finished water lake, we got to maintain sufficient chlorine residual in the lake. So, it's urgent. It just simply did not allow the sufficient time to go through the normal bidding process."

Deputy City Solicitor: "Let me just ask a question, Mr. Jolivet, you're not suggesting that in the middle of this construction project, an urgent situation arises, that the Department of

MINUTES

BW&WW - EWO #9 - cont'd

Public Works needs to stop that project and then competitively bid work out to another contractor to do that work. Is that what you're suggesting?"

Mr. Jolivet: "Well, of course I'm not suggesting what you just described. But, my - here's what I'm--"

Mayor: "Mr. Chow, isn't that the situation we have here?"

Mr. Chow: "Exactly."

Mayor: "So, then what are you suggesting?"

Mr. Jolivet: "I'm suggesting that this contract -- the Extra Work contract in all of its descriptions, was a separate independent endeavor that, by law, should have been openly, publicly, competitive bidding because it had no real direct relationship -- they were tied in only by proximity of geography. But, it actually had no work -- it had no relationship with the major contract. But, Mr. -- I don't want to belabor the point, the hour is late. But, I want to just say Mr. Corey -- uh -- Mr. Corey's explanation about the contract will have minority participation and he's monitored it and has - - but that assertion completely misses the point and that is

MINUTES

BW&WW - EWO #9 - cont'd

we are trying to get minority firms to bid and compete for total direct contract, and he is probably right, and I am not at liberty to contest that, but he misses the point -- he misses the point in total -- totality. I made my case, Mr. President."

Mr. President: "I'll entertain a Motion."

Deputy City Solicitor: "I move to reject the protest and approve the item as submitted by the Department of Public Works."

Comptroller: "I second."

President: "It's been properly moved and seconded. All those in favor say AYE. Those opposed NAY. Please Note that I **ABSTAIN**.
The Motion carries."

MMCA- Maryland Minority Contractors Association, Inc.

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

July 24, 2012

Via Facsimile 410-685-4416

The Honorable President and Members

Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

ATTN: Ms. Bernice Taylor, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association, Inc. ("MMCA"), its members, clients and constituents. We wish to protest the following identified items contained in Your Honorable Board's 7-25-2012 public meeting.

These agenda items include but are not limited to the following:

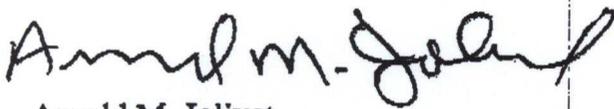
- (1) Item located on page 25, which is a consulting engineering agreement with Ben Holback and Associates, Inc. Our concern is with the contract's proposed M-WBE schedule;
- (2) Proposed MOU Agreement with EBDI which provides for EBDI to perform certain city public works related landscaping and street maintenance services along the Broadway Street corridor-Chase Street to North Avenue;
- (3) Item No. 4 on page 44-which is a proposed contract with the Living Classroom Foundation, Inc., to train project serve members to clean and board up vacant houses. Our proposed contract violates the City's mandatory" public competitive bidding charter provision;
- (4) Item No. 2 on page 62- This is contract work which Small and M-WBE firms can perform. Also, more importantly, there is no suggestion that this contract work is of an "emergency" nature.
- (5) Item No. 4, on page 84-which is a proposed correction in the contract's durational term, from July 15, 2011 through July 14, 2012 to July 15, 2011 through July 14, 2014. The agency's reasons for requesting the proposed change is highly questionable, and somewhat bogus. Then too, the contract has already expired and

this Board is without power or authority to "revive" a City contract that has already formally expired and terminated.

- (6) Item on page 86-City Solicitation No. B50001026-Temporary Personnel. The contract started out at \$5,000,000.00. If the Board approves this proposed contract price increase of \$2,170,000.00, this will bring the contract's total price to \$13,275,000.00. Our concern is that the Board lacks the authority and power to change and increase this contract in such a large and substantial manner;
- (7) Item on page 91-which is a proposed consulting engineering contract with Rummel Klepper and Kahl, for \$750,000.00 for City Project 1120R. Our concern is that the proposed contracts excludes M-WBE firms that are owned by African American or Black persons.
- (8) Item on page 95-which is a proposed \$750,000.00 consulting engineering contract with Apple Design, Inc. Our concern is that the contract excludes M-WBE firms that are owned by African American or Black persons.
- (9) Finally the Item No. 7 on page No. 85 appears to be in error. The agency is requesting an extension until the new solicitation No. B50002456 can be completed. Our protest is based upon the fact that the agency is requesting herein, a five (5) year extension-(July 20, 2012 through September 20, 2017) to process the new solicitation No. B5000245. This is either a clear error or patently way too long, and will hurt M-WBE firms desiring to compete for this City contract.

Thank you for your kind and favorable consideration of these protests.

Respectfully submitted,



Arnold M. Jolivet
Managing Director

MINUTES

EXTRA WORK ORDERS

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

Department of Recreation & Parks

3. EWO #005, \$90,752.76 - RP 10811, Clifton Park Recreation Center

\$ 3,064,000.00	\$ 64,239.03	E. Pikounis Construction Company, Inc.	-	-
-----------------	--------------	--	---	---

MINUTES**PROPOSALS AND SPECIFICATIONS**

1. Department of Transportation - TR 12017R, Material Testing
2012 Various Projects Citywide
BIDS TO BE RECV'D: 08/22/2012
BIDS TO BE OPENED: 08/22/2012

2. Bureau of Water & Wastewater - WC 1225R, W. Forest Park
Ave./Mohawk Ave. and Keswick
Rd.-Water Main Replacements
BIDS TO BE RECV'D: 08/29/2012
BIDS TO BE OPENED: 08/29/2012

3. Bureau of Water & Wastewater - SC 898, Improvements to
Sanitary Sewers in Stony Run
Area in the Jones Falls
Sewershed
BIDS TO BE RECV'D: 08/29/2012
BIDS TO BE OPENED: 08/29/2012

4. Bureau of Water & Wastewater - SC 899, Improvements to
Sanitary Sewers in Western Run
Area in the Jones Falls
Sewershed
BIDS TO BE RECV'D: 08/29/2012
BIDS TO BE OPENED: 08/29/2012

MINUTES

PROPOSALS AND SPECIFICATIONS

5. Bureau of Water & Wastewater - SC 900, Improvements to Sanitary Sewers in Upper Jones Falls and Maryland Ave. Areas in the Jones Falls Sewershed
BIDS TO BE RECV'D: 08/29/2012
BIDS TO BE OPENED: 08/29/2012
6. Dept. of Public Works/Dept. of Recreation & Parks - RP 12805R, Islamic Way Park Basketball Court Improvements
BIDS TO BE RECV'D: 08/29/2012
BIDS TO BE OPENED: 08/29/2012

There being no objections, the Board, UPON MOTION duly made and seconded, approved the foregoing Proposals and Specifications. The President **ABSTAINED** on Item Nos. 2-5.

MINUTES

Mayor's Office of - Agreement
Information Technology (MOIT)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Year Up, Inc. The period of the agreement is July 30, 2012 through January 27, 2013.

AMOUNT OF MONEY AND SOURCE:

\$24,165.00 - 1001-000000-1474-167700-603051

BACKGROUND/EXPLANATION:

The MOIT would like to continue the Year Up Internship Program which provides on-the-job training to students, as interns who are currently enrolled in the Year Up program. MOIT desires to engage a consultant to develop the format for the internship program for 2012 - 2013. The consultant will recruit, screen, and employ students as interns for the Year Up Internship Program, and provide training as well as a stipend to the interns.

The Year Up Internship Program is a non-profit experimental training program, and is a local institution of higher education. The City will reimburse the Year Up Internship Program for providing satisfactory services in an amount not to exceed \$24,165.00 for the services to be provided and for stipends to interns participating in the Year Up Internship Program. The internship program will be for actual hours worked and services performed. Any expenses/costs incurred by the program in excess of this amount will be the sole responsibility of the consultant.

MINUTES

MOIT - cont'd

The Board previously approved intern services for the period July 25, 2011 through January 27, 2012, as well as January 30 through July 27, 2012.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Year Up, Inc. The President **ABSTAINED**.

MINUTESMayor's Office - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a lease agreement with FCP Munsey, LLC (The Munsey). The period of the lease agreement is July 25, 2012 for six months.

AMOUNT OF MONEY AND SOURCE:

<u>Monthly Amount</u>	<u>Annual Amount</u>
\$1,510.00	\$14,365.00

Account: 1001-000000-1601-172500-603013

BACKGROUND/EXPLANATION:

The lease agreement is for transitional housing for a new executive level appointment recruited from out of state.

The City Administration has recruited for the position of Director of Human Resources and conducted a national search to find the most highly qualified candidate. The position of Director of Human Resources for Baltimore City is a critical position that requires an individual with exceptional qualifications, critical analysis and problem-resolution skills along with exceptional interpersonal leadership skills to develop and maintain critical relationships with City agencies and staff. In the Administration's judgment, Mr. Charles possesses the unique combination of skills and attributes critical to success in this role and has offered the position to Mr. Ronnie E. Charles who currently resides in Suffolk, Virginia. In order to make the transition to Baltimore economically feasible for Mr. Charles, the Administration has offered, contingent upon Board approval, to provide transitional housing and parking for a period not to exceed six months.

MINUTES

Mayor's Office - cont'd

The Department of Human Resources researched a number of options for short-term furnished housing in and near the downtown area. Based upon a combination of factors including costs, features and availability.

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 57319)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with FCP Munsey, LLC. The Mayor **ABSTAINED**.

MINUTES

Law Department - Opinion - Request for Refund of Real
Property Taxes

The Board is requested to approve a refund of real property taxes for Mr. Tommy G. McGinnis, claimant.

It is the opinion of the Law Department that the claimant has met the qualifications for a real property tax exemption as a disabled veteran, and that the claimant is eligible to receive a refund of taxes paid because he was honorably discharged from the armed services, declared by the Veteran's Administration to have a permanent 100% service connected disability, and resided in a single family dwelling during the period in question. It has been determined that 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. TOMMY G. MCGINNIS	6228 Tramore Road	2011/2012	\$ 3,526.55
		2010/2011	3,526.55
		2009/2010	<u>2,544.37*</u>
		Total Refund	\$9,597.47

*Mr. McGinnis was determined to be disabled on December 30, 2009, and is therefore entitled to a refund of property taxes for six months of the 2009/2010 tax year.

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, the claimant's application for a refund must be made within 60 days of the application.

Mr. McGinnis filed his application on July 06, 2012.

UPON MOTION duly made and seconded, the Board approved the refund of real property taxes for Mr. Tommy G. McGinnis, claimant.

MINUTES

Law Department - Settlement Agreement and Release

The Board is requested to approve and authorize execution of the settlement agreement and releases of the following claim. The settlement agreement and release have been reviewed and approved by the Settlement Committee of the Law Department.

1. Latasha Shoffner, et al. v. \$120,000.00
the Mayor and City Council of Baltimore,
et al.

Account: 2036-000000-1752-175200-603070

UPON MOTION duly made and seconded, the Board approved and authorized execution of the settlement agreement and releases of the above claim as requested by the Law Department.

MINUTES

Police Department - Grant Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant award agreement #DVUP-2013-1124 with the Governor's Office of Crime Control and Prevention for the Protective Order Entry/Service Program. The period of the agreement is July 1, 2012 through June 30, 2013.

AMOUNT OF MONEY AND SOURCE:

\$38,326.00 - 5000-599013-2044-219600-600000

BACKGROUND/EXPLANATION:

The Baltimore Police Department's Domestic Violence Protective Order Entry/Service Program grant is designed to increase the efficiency and effectiveness of ex parte/protective order data entry service and to reduce the high occurrence of domestic violence in Baltimore City. The program services all victims of domestic violence in Baltimore City who have sought an ex parte/protective order. This is achieved through the services of contractual administrative assistants who provide data entry and coordination of the overall operation of the program, while police officers work on an overtime basis to increase the number of orders served.

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 award agreement #DVUP-2013-1124 with the Governor's Office of Crime Control and Prevention for the Protective Order Entry/Service Program.

MINUTES

Police Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay Intergraph Corporation and to authorize continued services from Intergraph Corporation. The period of the service was July 1, 2011 through June 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$82,125.00 - 1001-000000-2041-220100-603035

BACKGROUND/EXPLANATION:

For the past several years, Denali Solutions, LLC has provided software and systems support for the Department's InPursuit Database, which is the Department's primary record management database.

On April 15, 2012, Intergraph Corporation acquired Denali Solutions, LLC and the Department is informing the Board of this change so that support can be provided going forward. After its acquisition of Denali Solutions, LLC., Intergraph Corporation forwarded the necessary documentation and has registered on CitiBuy.

During this time and as a benefit to the Department, the vendor continued to provide software support while waiting for approval from the Board for the vendor name change and receive a corrected purchase order. The contract is up for renewal and Intergraph Corporation is in need of payment for the current year's contract before moving forward with a new contract.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay Intergraph Corporation and to authorize continued services from Intergraph Corporation.

MINUTES

Police Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay Turbomeca USA, Inc.

AMOUNT OF MONEY AND SOURCE:

\$551,626.60 - 1001-000000-6400-634100-603035

BACKGROUND/EXPLANATION:

On July 20, 2011, the Board approved an increase of an award to American Eurocopter Corporation, for a term purchase order for helicopter parts and repairs. This term purchase order was to enable the Department's Aviation Unit to purchase parts and repairs for the Department's four helicopters while a formal contract was being negotiated. As per the original agreement called a "trade account", American Eurocopter Corporation was responsible for paying all parts and repair invoices for the City.

During negotiations between the City and company, the language covering American Eurocopter Corporation's payment responsibilities was omitted. Subsequently, a final contract was agreed to by the City and American Eurocopter Corporation. Based on the language in the new, fully executed agreement, American Eurocopter Corporation will not pay invoices for the City and has not invoiced the City for any other vendor. Baltimore City is now responsible for the payment of engine repair invoices. A new formal contract is in the process of being negotiated between the City and Turbomeca USA, Inc.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay Turbomeca USA, Inc.

MINUTES

Department of Public Works - Amendment No. 1 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 1 to agreement with Harford County for Raw Water Supply.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Pursuant to amendment no. 1, the City will sell an additional 5 million gallons per day of raw water capacity, (for a total of 25 million gallons per day) to Harford County. Harford County will pay the City an additional connection charge of \$445,484.00. The charge will be made in a lump sum payment within 30 days after this amendment has been fully executed and approved by both parties.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment no. 1 to agreement with Harford County for Raw Water Supply.

MINUTES

Department of Public Works - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize an expenditure of funds to compensate Mr. David Richardson, Jr. for back-pay for the period of April 25, 2011 - May 1, 2011 and ending with pay period July 9, 2012 - July 15, 2012.

AMOUNT OF MONEY AND SOURCE:

\$28,760.00 - 1001-000000-5154-388000-601001

BACKGROUND/EXPLANATION:

Mr. Richardson was terminated from the Department of Public Works, Bureau of Solid Waste effective May 24, 2011 pursuant to Civil Service Commission Rule 56 (2)(g) A grievance arbitration hearing was held on May 16, 2012, in which the arbitrator, Mr. Andrew Strongin ruled that the employee should return to work and be made whole for his losses. In light of the arbitration decision, the Department of Public Works will be compensating Mr. Richardson for all losses he sustained commencing April 25, 2011.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to compensate Mr. David Richardson, Jr. for back-pay for the period of April 25, 2011 - May 1, 2011 and ending with pay period July 9, 2012 - July 15, 2012.

MINUTES

Department of Public Works - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the renewal of the City's membership in the Maryland Association of Municipal Wastewater Agencies and approve payment for technical research support. The Board is requested to authorize payment by expenditure authorization.

AMOUNT OF MONEY AND SOURCE:

\$15,885.00	Membership Dues for FY 2013
<u>19,023.93</u>	Technical Research Support
\$34,908.93	- 2070-000000-5501-397101-603022

BACKGROUND/EXPLANATION:

The Maryland Association of Municipal Wastewater Agencies, Inc. (MAMWA) is an association of City and County Utilities in Maryland that operate wastewater collection systems and treatment plants. The MAMWA exists to share information regarding regulatory efforts and funding opportunities that would benefit the operation of these facilities. The MAMWA is a strong advocate on the local level for appropriate and common sense regulations governing point source discharges.

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

UPON MOTION duly made and seconded, the Board approved and authorized the renewal of the City's membership in the Maryland Association of Municipal Wastewater Agencies and approved payment for technical research support. The Board further authorized payment by expenditure authorization. The President

ABSTAINED.

MINUTES

Mayor's Office of Human Services/ - Agreements
Office of Homeless Services

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2012 through June 30, 2013, unless otherwise indicated.

1. **WOMEN ACCEPTING RESPONSIBILITY, INC.** **\$108,140.00**

Account: 4000-496312-3573-591231-603051

The organization will provide sponsor-based housing in conjunction with supportive services to at least six homeless clients. The period of the agreement is June 27, 2012 through June 26, 2013.

MWBOO GRANTED A WAIVER.

2. **JOBS, HOUSING AND RECOVERY, INC.** **\$477,017.00**
(JHR)

Account: 4000-496212-3572-591458-603051

The JHR operates Carrington House a transitional housing facility located at 3500 Clifton Avenue. The JHR will provide 24-hour transitional housing, employment assistance and other support services to 34 homeless men with related substance abuse problems. The period of the agreement is March 1, 2012 through February 28, 2013.

MWBOO GRANTED A WAIVER.

MINUTES

MOHS - cont'd

3. **YWCA OF THE GREATER BALTIMORE AREA, INC.** **\$161,233.00**
 (YWCA)

Account: 4000-496212-3572-591461-603051

The YWCA in collaboration with the Druid Heights Community Development Corporation (DHCDC) will provide on-site support services to 23 homeless families who are residents of the Druid Heights transitional housing facility owned by the DHCDC. The period of the agreement is February 1, 2012 through January 31, 2013.

MWBOO GRANTED A WAIVER.

4. **MANNA HOUSE, INC.** **\$ 76,875.00**

Account: 4000-496212-3571-591420-603051

The organization will hire the services of a Client Homeless Advocate/Case Worker to assist 75 clients in sorting out their difficulties and identifying problems and possible solutions. Services will also include providing information and assistance in making connections that will result in greater self-determination. The organization will operate a drop-in center Monday - Friday from 8:30 a.m. to 4:00 p.m. The period of the agreement is February 1, 2012 through January 31, 2013.

MWBOO GRANTED A WAIVER.

The agreements are late because of a delay at the administrative level.

MINUTES

MOHS - cont'd

5. **BALTIMORE MENTAL HEALTH SYSTEMS, INC.** **\$315,710.00**
(BMHS)

Account: 4000-486313-6051-452299-603051

Under the terms of this agreement, the BMHS will provide licensed outpatient mental health services to Head Start children in nine Head Start delegate programs. The BMHS clinicians will access and coordinate mental health referrals and services and consultations to program staff and parent participants, conduct classroom observations, and provide written and verbal feedback to staff and parents. The period of the agreement is July 1, 2012 through June 30, 2013.

MWBOO GRANTED A WAIVER.

HEAD START CONSULTANT AGREEMENTS

- | | |
|-------------------------------------|---------------------|
| 6. ROBERT SOLOMON | \$ 21,318.00 |
| 7. EDITH MYERS | \$ 18,810.00 |
| 8. SANDY B. APPEL | \$ 26,334.00 |
| 9. REBECCA SEITZ | \$ 13,680.00 |
| 10. MARY WANDA MAYNOR-KEARSE | \$ 44,460.00 |

MINUTES

MOHS - cont'd

- | | |
|-------------------|--------------|
| 11. D'LISA WORTHY | \$ 55,556.00 |
| 12. SANDY HARRIS | \$ 58,140.00 |

Account: 4000-486313-6051-452200-603018

These Consultants will each function as a Head Start Special Education Consultant for the Baltimore City Head Start Program. They will implement the requirements of the Head Start Federal performance standards for services to children suspected with documented disabilities and their families.

The consultants will place emphasis on the use of community resources, early identification and intervention services. They will also collaborate with Baltimore City Public Schools to ensure all children are appropriately identified and assessed, in accordance with the Statewide Early Childhood Special Education accountability system.

- | | |
|--------------------|--------------|
| 13. LINDA WICKLEIN | \$ 60,000.00 |
|--------------------|--------------|

Account: 4000-486313-6051-425500-603051

Ms. Wicklein will work as a Head Start Mentor Coach. She will provide additional classroom support and training to teaching staff at various Baltimore City Head Start locations. Ms. Wicklein will use high quality, sustained and intensive activities to comply with the Head Start mandate that all programs meet a proficiency level of "3" or higher in the Rating Level set by the Reauthorization Act using the Classroom Assessment Scoring System as an observation tool.

MWBOO GRANTED A WAIVER FOR ITEM NOS. 11 - 13.

MINUTES

MOHS - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements. The President **ABSTAINED** on Item Nos. 5-13.

MINUTES

Mayor's Office of Human Services/ - Agreement
Office of Homeless Services

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of a notice of award (NOA) from the U.S. Department of Health and Human Services. The period of the grant is July 1, 2012 through June 30, 2013.

AMOUNT OF MONEY AND SOURCE:

\$30,378,548.00 - 4000-486313-6051-180700-404001

BACKGROUND/EXPLANATION:

Under the terms of this NOA, the funds will support Head Start and Early Head Start services to 3,419 preschool aged children and 184 infants, toddlers, and pregnant women in Baltimore City. This NOA authorization awards for funding 100% of the fiscal year 2013 base funding for Program 22, Program 25; and 100% of Training and Technical Assistance funds for Program Accounts 20 and 26.

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 a notice of award (NOA) from the U.S. Department of Health and Human Services. The President **ABSTAINED.**

MINUTES**TRAVEL REQUESTS**Department of Recreation and Parks

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
1. Mary Haynes	AAU Junior	Special	\$10,260.10
Latoya Brown	Olympics	Funds/	
Lutalo Bakari	Track & Field	Track &	
Jerry Molyneaux*	Houston, TX	Field Funds	
Etosha Bakari *	July 28 - Aug. 5, 2012		
Jabari Bush**	Aug. 1 - Aug. 5, 2012**		
Kelley Jackson**	July 30 - Aug. 5, 2012*		

The subsistence rate for this location is \$180.00 per day. The hotel cost is \$85.00 per night not including occupancy taxes in the amount of \$14.45 per night. To save on hotel cost, Ms. Etosha Bakari will stay in the same room as Ms. Lutalo Bakari. The Department is requesting \$50.00 per day for subsistence for Ms. Etosha Bakari which is included in the total.

TRAVEL APPROVAL/REIMBURSEMENTOffice of the City Council President**APPROVAL**

2. Helen Holton	NACo Large	Elected	\$ 756.67
	Urban County Caucus	Officials	
	(Colorado Springs)	Expense	
	El Paso County, CO	Acct.	
	May 30 - June 1, 2012		
	(Reg. Fee \$0.00)		

MINUTES**TRAVEL APPROVAL/REIMBURSEMENT****REIMBURSEMENT**

The subsistence rate for this location is \$149.00 per day. The hotel rate was \$149.00 per night not including occupancy taxes in the amount of \$14.01 per night. The Office is requesting reimbursement of the following items to Ms. Holton:

Hotel	\$298.00
Occupancy Taxes	28.02
Airfare	327.60
Meals	43.05
Grnd. Trans.	<u>60.00</u>
Total Reimbursement	\$756.67

UPON MOTION duly made and seconded, the Board approved the travel request and the travel approval and reimbursement. The President **ABSTAINED** on Item No. 2.

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. GOTTLIEB & WERTZ, INC. | \$30,000.00 | Sole Source |
| Solicitation No. 08000 - Quest Annual Maintenance and Support
- Circuit Court - Req. No. R605681 | | |

Gottlieb & Wertz, Inc. is the sole proprietor of support for the integrated management and tracking system. The Circuit Court requests a statistical analysis extract from the Quest program via Excel or Access. The period of the award is July 25, 2012 through July 24, 2013.

- | | | |
|--|-------------|----------|
| 2. F&F AND A. JACOBS & SONS, INC. | \$26,714.25 | Only Bid |
| Solicitation No. B50002481 - Uniforms - Sheriff's Office -
Req. No. P520661 | | |

The period of the award is July 25, 2012 through July 24, 2013.

- | | | |
|---|--------------|-----------|
| 3. BELTWAY INTERNATIONAL LLC | \$400,000.00 | Extension |
| Solicitation No. B50001092 - OEM Parts and Service for
International Heavy Trucks - Department of General Services -
P.O. No. P509143 | | |

On July 15, 2009, the Board approved the initial award in the amount of \$500,000.00. Subsequent actions have been approved. A new solicitation B50002515 for this requirement has been issued. An extension is necessary to maintain continuity of services until a new contract is put in place. This extension in the amount of \$400,000.00 will make the award amount \$1,550,000.00.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

4. LORENZ INC.	\$ 0.00	Correction
Solicitation No. B50001934 - Mowing of Grass Medians - Department of Transportation - P517625		

On July 13, 2011, the Board approved the initial award in the amount of \$887,939.49 for the period July 15, 2011 through July 14, 2012 with one 2-year renewal option. The original term was for three years, but was incorrectly done as one year. The correct term of the contract is July 15, 2011 through July 14, 2014.

This is a requirements contract, therefore dollar amounts will vary.

MBE: 4-Evergreen Lawn Care 27%

WBE: M.R. Fouts Lawn Care 10%

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

President: The fifth item on the non-routine agenda can be found on page 84, item no. 4, Mowing of Grass Medians, will the parties please come forward?"

Mr. Tim Krus: "Tim Krus, Acting City Purchasing Agent. This is the correction of a July 2011 Board letter to Lorenz in which the final year was stated as 2012. It should have read 2014.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

The bid was clearly for three years of mowing service. Bidders were told to bid a lump for those three years and this is merely a correction of that term.

President: "Okay.

Mr. Arnold Jolivet, Maryland Minority Contractors Assoc.: "Mr. President, notwithstanding what has just been said, my contention is whether or not the term was a three year or a one term would be predicated on the contract -- the contract actually would determine that. Now, my concern would be because we have had situations before where the City Purchasing Agent would come before the Board to ask the Board for an extenuation or an extension of a contract that has already expired. It is my contention here -- the sole reason for coming before the Board today to change the term of the contract is because one of -- the Purchasing Agent -- to try to attempt to extend a contract that has already been expired that would be totally against the law. So, I made my case Mr. President."

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

President: "Mr. Jolivet, didn't he say that, this was correcting the term of the years on the contract. It was just to correct it because this contract was already awarded for three years."

Mr. Jolivet: "Ah, that's what he said, but I'm sorry I am independently obligated to review it from a total objective point of view and my objectivity indicates that that's not really been the case."

President: "Okay. I'll entertain a motion."

Deputy City Solicitor: "I move to reject the protest and approve the item that's submitted."

Mr. Foxx: "Second."

President: "All those in favor say 'Aye'. All oppose 'Nay'. The Motion carries."

MMCA- Maryland Minority Contractors Association, Inc.

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

July 24, 2012

Via Facsimile 410-685-4416

The Honorable President and Members

Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

ATTN: Ms. Bernice Taylor, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association, Inc. ("MMCA"), its members, clients and constituents. We wish to protest the following identified items contained in Your Honorable Board's 7-25-2012 public meeting.

These agenda items include but are not limited to the following:

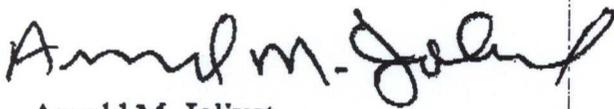
- (1) Item located on page 25, which is a consulting engineering agreement with Ben Holback and Associates, Inc. Our concern is with the contract's proposed M-WBE schedule;
- (2) Proposed MOU Agreement with EBDI which provides for EBDI to perform certain city public works related landscaping and street maintenance services along the Broadway Street corridor-Chase Street to North Avenue;
- (3) Item No. 4 on page 44-which is a proposed contract with the Living Classroom Foundation, Inc., to train project serve members to clean and board up vacant houses. Our proposed contract violates the City's mandatory" public competitive bidding charter provision;
- (4) Item No. 2 on page 62- This is contract work which Small and M-WBE firms can perform. Also, more importantly, there is no suggestion that this contract work is of an "emergency" nature.
- (5) Item No. 4, on page 84-which is a proposed correction in the contract's durational term, from July 15, 2011 through July 14, 2012 to July 15, 2011 through July 14, 2014. The agency's reasons for requesting the proposed change is highly questionable, and somewhat bogus. Then too, the contract has already expired and

this Board is without power or authority to "revive" a City contract that has already formally expired and terminated.

- (6) Item on page 86-City Solicitation No. B50001026-Temporary Personnel. The contract started out at \$5,000,000.00. If the Board approves this proposed contract price increase of \$2,170,000.00, this will bring the contract's total price to \$13,275,000.00. Our concern is that the Board lacks the authority and power to change and increase this contract in such a large and substantial manner;
- (7) Item on page 91-which is a proposed consulting engineering contract with Rummel Klepper and Kahl, for \$750,000.00 for City Project 1120R. Our concern is that the proposed contracts excludes M-WBE firms that are owned by African American or Black persons.
- (8) Item on page 95-which is a proposed \$750,000.00 consulting engineering contract with Apple Design, Inc. Our concern is that the contract excludes M-WBE firms that are owned by African American or Black persons.
- (9) Finally the Item No. 7 on page No. 85 appears to be in error. The agency is requesting an extension until the new solicitation No. B50002456 can be completed. Our protest is based upon the fact that the agency is requesting herein, a five (5) year extension-(July 20, 2012 through September 20, 2017) to process the new solicitation No. B5000245. This is either a clear error or patently way too long, and will hurt M-WBE firms desiring to compete for this City contract.

Thank you for your kind and favorable consideration of these protests.

Respectfully submitted,



Arnold M. Jolivet
Managing Director

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

5. POINT DEFIANCE AIDS PROJECT/

NASEN	\$ 32,000.00	Renewal
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Solicitation No. 06000 - Needles for Exchange Program - Health Department - P.O. No. P517722

On July 21, 2011, the Board approved the initial award in the amount of \$14,493.00. The award contained two 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$32,000.00 is for the period July 25, 2012 through July 24, 2013, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

6. SHERWOOD-LOGAN &

ASSOCIATES, INC.	\$ 84,838.00	Sole Source
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Solicitation No. 08000 - Flygt Submersible Mixers - Department of Public Works, Bureau of Water and Wastewater - Req. No. R605408

This requirement is for replacing installed Flygt Submersible Mixers, which must be compatible with existing installations. The vendor is the sole authorized representative of Flygt proprietary products in this area. This is a one-time purchase.

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 of (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

7. HD SUPPLY WATERWORKS, LIMITED PARTNERSHIP, d/b/a HD SUPPLY SMITH-BLAIR, INC.	\$ 0.00	Extension
Solicitation No. B50000514 - Repair and Service Seal Clamps - Departments - Various - P.O. Nos. P503734 and P503735		

On July 16, 2008, the Board approved the initial award in the amount of \$150,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. A new solicitation, B50002456, for this requirement has been issued.

An extension is necessary to maintain continuity of services until a new contract is put in place. The period of the extension is July 20, 2012 through September 20, 2012.

MWBOO GRANTED A WAIVER.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

THE PROTEST FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION WAS WITHDRAWN.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
8. ATLANTIC TACTICAL, INC.	\$200,000.00	Items 1-5
FIRING LINE, INC.	150,000.00	Items 6-7 17 & 18
	<u>\$350,000.00</u>	Renewal

Solicitation No. B50001477 - Ammunition - Police and Sheriff's Departments - P.O. Nos. P514475 and P514476

On August 18, 2010, the Board approved the initial award in the amount of \$350,000.00. The award contained four 1-year renewal options. This renewal in the amount of \$350,000.00 is for the period August 11, 2012 through August 10, 2013, with two 1-year renewal options remaining.

MWBOO GRANTED A WAIVER.

9.		<u>1st Call</u>	<u>2nd Call</u>	<u>3rd Call</u>
	DEPENDABLE NURSING SERVICES	\$ 360,000.00	16	17
	NEC STAFFING SERVICES	410,000.00	5,6,10, 11,20	1,2,3, 4,7,12 none
	TRUSTWORTHY STAFFING SOLUTIONS	1,400,000.00	14,16 17	13,15, none
		<u>\$2,170,000.00</u>		Increase

Solicitation No. B50001026 - Provide Temporary Personnel - Agencies - Various - Req. No. N/A

On July 29, 2009, the Board approved the initial award in the amount of \$5,000,000.00. Subsequent actions have been approved. Due to inclusion of the Health Department's School Nursing Program under this contract, and its resultant costs, the initial award amount was depleted. With this increase the total contract amount is \$18,275,000.00.

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 PurchasesDependable Nursing Services

MBE: Crownhills Enterprises, Inc.	15%
WBE: Sym, Inc.	15%

NEC Staffing Services

MBE: Swift Staffing	15%
WBE: All Pro Placement Services, Inc.	15%

Trustworthy Staffing Solutions

MBE: Lacy's Professional Nursing Services	15%
WBE: Excel Staffing & Personnel Services	15%

MWBOO FOUND VENDORS IN COMPLIANCE.**A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.**

President: "The sixth item on the non-routine agenda can be found on Page 86, item 9, Provide Temporary Personnel. Will the parties please come forward?"

Mr. Tim Krus: "Tim Krus, Acting City Purchasing Agent. This is an increase to an existing requirements contract for Temporary Services. One of the big reasons for this increase was

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

additional needs through the Bureau of School Health. The Bureau of Purchases in recognition of those additional needs already has another bid on the street directed to Temporary Nursing Services for the Bureau of School Health and this increase covers us in the interim."

Mr. Arnold Jolivet, Maryland Minority Contractors Assoc.:

"Here's my position on that Mr. President. We found that the Board is constantly asked to increase the price or the monies that are paid or that are authorized to be paid to these contractors. But, in many instances the contractor is obligated to honor and stick to this original price. In this case, the contractor had agreed to perform these services for five years -- for three years for \$5,000,000.00, and that is a contract term that the contractor was obligated to honor and the City was obligated to make sure that the contractor was honest with this \$5,000,000.00. But, what happens in many cases the contractor - in - in - comes before the Board to ask for additional monies when the original term has not expired. That is just completely

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

against municipal contract law, and what it does Mr. President -
 - the only reason I'm in here today because these kinds of
 manipulation of the Charter provision by giving more money after
 the bid is -- it aids the contractor to get the contract in the
 very first inception and then once he gets it he comes back and
 he gets another amount of money that exceeds the original
 amount. This contract went from \$5,000,000.00 to an additional
 \$18,275,000.00 in less than two years. That is inappropriate and
 it precludes, it discourages, and it outright ex -- prohibits
 other contractors who would be interested in this contract from
 bidding and from getting the contract, and I would urge this
 Board in its wisdom to send the message to the agencies and not
 approve this kind of stuff. This is not right. Thank you Mr.
 President. I've made my case."

Mr. Tim Krus: "I would just point that this is a large
 requirements contract for Temporary Services. There are numerous

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

vendors on it. All have MBE and WBE participation --"

Mr. Jolivet: "That's not the issue --"

Mr. Krus: "And it was competitively bid."

Mr. Jolivet: "I did not raise that issue. That's not my issue. I'll assume that they would have MBE and that's laudable and it's honorable. But, not that is not my issue Mr. President. That is not my issue. I've not raised that issue before this Board."

Ms. Erin Sher-Smith, Law Department: "I just wanted to point out to Mr. Jolivet that the increase in price is due to an increase in quantity not a change in price. Uh - It's a requirements contract and the City can contract for as much as it needs, and in this case it did need an additional quantity of services."

Mr. Jolivet: "Mr. President, I've made my case and I stand on my original assertion."

President: "I'll entertain a Motion."

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

Deputy City Solicitor: "Move to reject the protest and approve the item as submitted by the agency on Page 86, item 9 of the Agenda."

Comptroller: "Second."

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

* * * * *

MMCA- Maryland Minority Contractors Association, Inc.

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

July 24, 2012

Via Facsimile 410-685-4416

The Honorable President and Members

Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

ATTN: Ms. Bernice Taylor, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association, Inc. ("MMCA"), its members, clients and constituents. We wish to protest the following identified items contained in Your Honorable Board's 7-25-2012 public meeting.

These agenda items include but are not limited to the following:

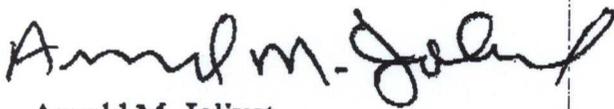
- (1) Item located on page 25, which is a consulting engineering agreement with Ben Holback and Associates, Inc. Our concern is with the contract's proposed M-WBE schedule;
- (2) Proposed MOU Agreement with EBDI which provides for EBDI to perform certain city public works related landscaping and street maintenance services along the Broadway Street corridor-Chase Street to North Avenue;
- (3) Item No. 4 on page 44-which is a proposed contract with the Living Classroom Foundation, Inc., to train project serve members to clean and board up vacant houses. Our proposed contract violates the City's mandatory" public competitive bidding charter provision;
- (4) Item No. 2 on page 62- This is contract work which Small and M-WBE firms can perform. Also, more importantly, there is no suggestion that this contract work is of an "emergency" nature.
- (5) Item No. 4, on page 84-which is a proposed correction in the contract's durational term, from July 15, 2011 through July 14, 2012 to July 15, 2011 through July 14, 2014. The agency's reasons for requesting the proposed change is highly questionable, and somewhat bogus. Then too, the contract has already expired and

this Board is without power or authority to "revive" a City contract that has already formally expired and terminated.

- (6) Item on page 86-City Solicitation No. B50001026-Temporary Personnel. The contract started out at \$5,000,000.00. If the Board approves this proposed contract price increase of \$2,170,000.00, this will bring the contract's total price to \$13,275,000.00. Our concern is that the Board lacks the authority and power to change and increase this contract in such a large and substantial manner;
- (7) Item on page 91-which is a proposed consulting engineering contract with Rummel Klepper and Kahl, for \$750,000.00 for City Project 1120R. Our concern is that the proposed contracts excludes M-WBE firms that are owned by African American or Black persons.
- (8) Item on page 95-which is a proposed \$750,000.00 consulting engineering contract with Apple Design, Inc. Our concern is that the contract excludes M-WBE firms that are owned by African American or Black persons.
- (9) Finally the Item No. 7 on page No. 85 appears to be in error. The agency is requesting an extension until the new solicitation No. B50002456 can be completed. Our protest is based upon the fact that the agency is requesting herein, a five (5) year extension-(July 20, 2012 through September 20, 2017) to process the new solicitation No. B5000245. This is either a clear error or patently way too long, and will hurt M-WBE firms desiring to compete for this City contract.

Thank you for your kind and favorable consideration of these protests.

Respectfully submitted,



Arnold M. Jolivet
Managing Director

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Purchases

- | | | |
|---|------------------|-----------------------|
| 10. XEROX STATE AND LOCAL SOLUTIONS, INC. (FORMERLY KNOWN AS ACS STATE & LOCAL SOLUTIONS, INC.) | Revenue Contract | Extension & Amendment |
| Solicitation No. BP 04021 - Red Light Traffic Violation Camera System - Req. No. Various | | |

The Board is requested to approve and authorize execution of amendment no. 2 to the agreement with Xerox State and Local Solutions, Inc. This amendment extends the period of the agreement through December 31, 2012.

On December 03, 2003, the Board approved the initial award. The current contract expires on July 31, 2012. An extension is required to maintain the continuity of these services. The bidding process for a new contract has been initiated. During the extension, the City will continue to receive 65% of the revenue produced by the portable speed cameras through 10/31/12, and the vendor will receive 35% of the revenue. From 11/01/12 through 12/31/12, the City will receive 52% of the revenue produced, and the vendor will receive 48%.

MWBOO SET MBE AND WBE GOALS AT 0%.

(FILE NO. 57093)

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, the increase, the correction for Lorenz, Inc., and the extensions. The Board further approved and authorized execution of the amendment to agreement with Xerox State and Local Solutions, Inc. The President **ABSTAINED** on Item No. 6.

MINUTESEmployees' Retirement System (ERS) - Hosting Services Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a hosting services agreement with the Pension Technology Group, Inc. (PTG). The period of the agreement is August 1, 2012 through July 31, 2018, with the option to renew for two additional two-year terms.

AMOUNT OF MONEY AND SOURCE:

No general fund monies are involved in this transaction.

\$334,600.00 - approximately, plus annual maintenance and access fee of approximately \$48,000.00 after first year of installation; increasing 3% per year thereafter.

BACKGROUND/EXPLANATION:

This agreement is for the licensing, installation, and maintenance of the PTG's proprietary software for the benefits administration system to be utilized in administering the ERS and the Elected Officials' Retirement System (EOS).

All funds and expenses will be expended from the ERS and the EOS assets. The PTG will be paid a one-time implementation fee of approximately \$334,600.00 and an annual access and maintenance fee of approximately \$48,000.00 in the first year after implementation, increasing 3% per year thereafter.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the hosting services agreement with the Pension Technology Group, Inc. The President **ABSTAINED**. The Comptroller **ABSTAINED**.

MINUTES

Bureau of Water and Wastewater - Updated Response to Water
Billing Audit

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** the updated response to the Water Billing Audit presented by the Department of Audits on February 22, 2012.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

This update report dated June 19, 2012 was prepared in response to the Board of Estimates' request for a progress report in 90 days on the Department of Public Works' response to the audit findings.

The Department of Audits presented an audit report on the Department of Public Works' (DPW) Bureau of Water and Wastewater billing and meter operations. The report examined delays and inaccuracies in billing customers for water and sewer usage. The audit report included six findings. The DPW staff reviewed and analyzed each finding, then developed and implemented corrective actions to address them.

The DPW has been working aggressively to upgrade and enhance Baltimore's water billing and metering systems. Among many changes put in place to ensure the highest level of efficiency and accuracy across all agency operations the Department noted the following improvements:

- DPW increased the number of meter readers from 27 to 38 and added 19 meter inspectors. The number of customer service representatives was raised from 7 to 11; consequently, the average waiting time to speak to a customer service representative is now only three minutes. Abandoned and dropped calls have decreased to a level where 91% of calls were answered in the month of May 2012.

MINUTES

BW&WW - cont'd

- Financial criteria that trigger tax sales and shut-offs have been revised to give property owners and renters earlier warnings of significant billing problems and delinquencies in order to avoid erroneously placing properties in tax sales.
- The DPW crews conducted extensive searches to find meters classified as "hard-to-find" (cannot locate) and reduced their numbers from 4,000 to 1,425 meters.
- The Board of Estimates approved four contracts, WC 1231, 1235, 1236 and 1237 to begin replacing 14,000 inaccessible meters that are inside buildings, with curbside meter pits in which the Department will install modern meters recently purchased with the approval of the Board of Estimates that will transmit readings via wireless technology. This is the beginning of the conversion to a more accurate and timely wireless meter reading system.
- Again, with the Board of Estimates consent, the DPW restarted the informal conference process to resolve billing disputes by contracting with two attorneys to chair conference meetings.
- The meter-reading task system was replaced with permanent routes to ensure consistency in reading operations and reduce the number of Skipped Reads.

MINUTES

BW&WW - cont'd

- The DPW has hired staff assigned to assess current procedures and develop new standard operating procedures that realign and streamline processes toward greater efficiency, effectiveness and more timely and courteous customer service.

MBE/WBE PARTICIPATION:

N/A

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her questions. Her correspondence has been sent to the Bureau of Water and Wastewater, which will respond directly to Ms. Trueheart.

* * * * *

President: "The seventh item on the non-routine agenda can be found on Page 89 to 90, Updated Response to Water Billing Audit. At this time I'd like to call forward Mr. Rudy Chow of the Bureau of Water and Wastewater to present the Response."

Mr. Rudy Chow: "Good morning Mr. President, Madam Mayor, Madam Comptroller, Mr. Ralph and Director Foxx. I'm Rudy Chow, the

MINUTES

BW&WW - cont'd

Bureau Head of Water and Wastewater. I am here to provide this Honorable Board an update on the Water Audit Report. Before I go into the specific findings in the audit report, I would like to provide you with a high level look on our progress in improving and enhancing the Bureau's water billing and metering systems. Our goal, of course is to provide the most efficient and accurate billing to our customers. By doing so, we have uh - uh - created a One Stop Shop within our Customer Care Center. It is now open for business. We have been asking - we have been asking for customers feedbacks, we started a survey card. So, upon the customer coming to the counter doing business working with us, completing that the work, we have asked them to provide us with a survey of their experience with us. We have increased our customer service representatives from 7 to 11. We added 15 additional telephone lines to our call centers. We added an additional 10 account clerks to ensure customer accounts are accurately adjusted and settled in a timely manner. Training, we started a first step in terms of retraining our customer

MINUTES

BW&WW - cont'd

service reps. In customer satisfaction and quick resolution of their issues. I would like to point to the one chart, the first chart to my left your right. What that shows is the number of calls that has been picked up or answered by our call center agents. The blue column, the blue color line is the number of answered calls, and you can see the number of calls, the volume being addressed by our call center agents are increasing dramatically. The red line basically color represented number of abandoned calls and that has gone down dramatically. Thank you. We have created a new Correspondence Unit staffing with five individuals. It provides direct communication with customer to find quick resolutions to their issues. We have expanded our informal conferences, we make process more customer friendly by creating a friendlier appointment scheduling process. Now, let me go into the actual audit report findings. Finding no. 1, it was about numerous customers have received consecutive quarterly bills that were based on estimated usages. I would like to point to the second chart. You can pull it up.

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BW&WW - cont'd

You can see the number of meter shop abated our ability to abate a for example a check read or inspection work has dramatically improved. Uh - In FY -- in calendar 2011, our abatement time on an average is 38.7 seven days. Calendar 12 is at 20 days right now. At the May 12th time period we were looking at 8.8 days and that is a dramatic decrease in number of time -- days that require us to do the abatements. We have increased our meter readers from 27 to 38. We added an additional 19 meter inspectors. We have reorganized the meter reader routes to become dedicated routes rather than a task oriented. Result is that we got more timely and accurate reads, we have also decreased what we call cannot locate. These are meters that are either buried or hidden. We were able to reduce from 4,000 cannot locates down to about 1,500. We are contracting - out that effort to a contractor that is going through a bidding process. The intent is to discover and recover these remaining close to 1,500 uh - meters that are buried. Finding no. 2 is regarding to the true reads, would be that billing errors occur when a true reading was taken and recorded as one of the account history. We have hired additional temps personnel to basically

MINUTES

BW&WW - cont'd

go through and scrub the 70,000 accounts that contained true reads, we have done that. We also have by process of operation we eliminated the true reads on the account without adjustment. That means it is no longer allowed to have a true read on an account without a proper adjustment gets handled very quickly or timely. Finding no. 3, is regarding documentation not maintained in a readily retrievable manner. We have adjusted our tracking and monitoring process to ensure all documents can be easily retrieved and uh - easily in the user-friendly manner. Finding no. 4 were regarding the properties that were included in the City's May 20, 2010, tax sale solely because of unpaid water and sewer charges. We have been working very close with the Department of Finance and MOIT that we have corrected the tax sale process to ensure eligibility. We increased our trigger amount for a water and sewer charges only liens to tax sale from \$250.00 to \$350.00. We reduced the water turnoff amount from \$500.00 to \$250.00 in order to intervene before a tax sale

MINUTES

BW&WW - cont'd

occurs. Finding no. 5. There were no actual or estimated meter readings and related billings for numerous new accounts. We have adjusted our process, our procedures to ensure all eligible properties are routed in the appropriate meter reading route book in a timely manner. MOIT now is compiling a daily report that identifies all new accounts that are added to the book so we can take immediate action to add them to the routes. Finding no. 6, Water and Wastewater did not have written policy and procedures to guide its staff in performing their duties for assessing, billing, recording and reviewing water and sewer charges to its customers. We have hired additional clerks to develop a more comprehensive standard operating procedure to streamline the processes so we have efficiency in the way we handle all of those functions. We have moved and as I stated earlier moved our task system to a standardized route with our meter readers to ensure there is familiarity with our meter readers with a route they are responsible for, and that will greatly enhance the quality of the reads as well. We are confident that this process will lead to greater accuracy and

MINUTES

BW&WW - cont'd

fewer skipped reads. If I can point to our very last chart, it's about skips and estimated bills. The blue color represents the average estimates. You can see FY 10 had a peak of almost 75,000 accounts that were estimated. We are down to about 4,000 now, and that 4,000 consist of what we call an inside meter or an ARB meters and the ones that I just mentioned earlier about 1,500 cannot read or cannot locate meters. We have contracts out there to convert ARB moving them from the inside of the home to the outside. We have also as I stated earlier a contract that will be moving and concentrating on discovering these buried meters. So, we believe fewer estimates and skips will lead to great accuracy, which is what our citizens are asking for, and we are just for your information we are reading, we are taking more actual reads on more meters than in the last five fiscal years which is a contributing factor which led to the audit. Thank you very much."

President: "Okay. Comptroller."

Comptroller: "On Finding no. 1, it was stated that 1,400 meters

MINUTES

BW&WW - cont'd

had not been found and that a contractor is working to resolve this. Do you have time line on when this report ---?"

Mr. Chow: "Yes. It's my understanding that contract it should be out by next week. I mean that is what I have been told. We've been working on the specification to make sure we are tracked with the right contractor."

Comptroller: "Thanks. And on Finding no. 2, the true readings, it's being tested now and is part of the City's CAFR. But when will Finding no. 3 be documented adjusting entries and Finding no. 6 on policies and procedures be completed?"

Mr. Chow: "Well, let me answer the last one first. In terms of the documentation, the policies, and so on and all that. First of all, reviewing and updating written standard operating procedure or standard procedure is a routine. That is something that we need to do on a regular basis. We are striving to make sure that they are carried out on an annual basis in a refresher review to making sure any updates that are needed. Those processes are in place right now, but as you are aware that the

MINUTES

BW&WW - cont'd

Bureau is a very large operation and there are thousands of standard operating procedures. It is going to take us some time to literally go through every single one of them getting updated, and that's an ongoing effort. Uh - Regarding to uh - no. 3, the documentation as we working with the remaining adjustments or all of our so-called billing related procedures uh - to store them, to file them in a sequence in such a way that it can be retrieved easily, that is occurring right now. So, we have already uprighted that process."

Comptroller: "But it has not been completed?"

Mr. Chow: "Well, to sort of walk back to correct and reshuffle and realign all of the files that we have in the past, we are not spending effort into that, but we want to make sure we are looking forward and we making sure that we have proper procedure in place that will carry us forward."

Comptroller: "So, the Department of Audits will uh - determine whether the steps uh - for items 1, 4 and 5 will resolve the findings and they will report back to the Board."

MINUTES

BW&WW - cont'd

Mr. Chow: "Okay."

President: "Madam Mayor."

Mayor: "Thank you very much Mr. President. First I want to thank you Mr. Chow for your work. Uh - When you came on board you inherited a uh - Water Department and a uh - Customer Service Department for water and billing uh - that had a lot of failures, and I'm very proud of the work that you've done uh - for a number of reasons. Number 1, we need to be accurate with our water bills and we need to make sure that the customers uh - can have trust and faith in the work that we are doing and your hard work, your diligence and your commitment to making sure that we are getting it right is helping to repair that trust and to uh - ensure that we have the accurate readings and a sound foundation in the Water Department. The Customer Care Division in the Department of Public Works has been understaffed for years, for several years. Historically, the Division only employed uh - seven customer service representatives, that is what you had when you came into the job, correct?"

MINUTES

BW&WW - cont'd

Mr. Chow: "That's correct."

Mayor: "For over 400,000 accounts uh - only seven customer care rep -- service representatives and this report shows the numerous improvements that this administration has made to ensure the accuracy and responsiveness to citizens of Baltimore and to the region, the uh -- your graphs and your uh - data shows that. Again, I am proud of that work. I would also moving forward with the modernization of our Water Meters and Billings System to make sure that billing issues of the past, as you just mentioned are not carried into the future. These problems did not develop overnight and therefore we all know it will take time to correct. However this administration, my administration is committed to investing and improving uh - this vital resource and we know, uh - that it is a fundamental public service that we are committed to getting right. So thank you very much for your hard work."

Mr. Chow: "Thank you."

President: "Mr. McCarty."

Mr. McCarty: "Good morning Mr. President, members of the Board."

MINUTES

BW&WW - cont'd

Bob McCarty, Department of Audits. Excuse me, Findings 1, 4 and 5 appear to be complete and we would like to review those items and report back to the Board by September 26th. Uh - Finding no. 3, I believe is now corrected going forward, is that true Mr. Chow?"

Mr. Chow: "Which one?"

Mr. McCarty: "No. 3 on the adjustments documentation."

Mr. Chow: "That's correct."

Mr. McCarty: "We will report back on that also. Finding 2 as Madam Comptroller said, we are working on now as part CAFR and at the time uh - DPW tells us that Finding 6 has been resolved we will also look back into that."

President: "Okay. Thank you. This item has been Noted."

* * * * *

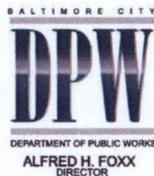
CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
BUREAU OF WATER AND WASTEWATER

RESPONSE TO THE AUDIT REVIEW
UPDATE

June 19, 2012

Presented by:

Rudolph S. Chow, P.E., Bureau Head, Water & Wastewater



INTRODUCTION

As a result of billing delays and inaccuracies for sewer and water usage, and the inclusion of some properties in the City's May 2010 Tax Sale, the Baltimore City Comptroller's Office initiated a review of the Department of Public Works' (DPW) Bureau of Water and Wastewater billing and meter operations.

The audit report issued six findings, which DPW staff reviewed and offered analysis of each finding and the corrective actions to be taken to improve the process. The initial findings were then presented to the Board of Estimates at a February 22, 2012 meeting. During that time, DPW was charged with providing an update of its progress within 90 days.

DPW has been working aggressively to improve and enhance Baltimore's water billing and metering systems. Our goal is to ensure the highest level of efficiency and accuracy across all agency operations with a high priority on the City's most critical services. In conjunction with the Mayor's Office, DPW has identified short, medium and long-range operational goals for a complete system-wide upgrade of meter reading and billing operations over the next three to five years, with a clear focus on immediate improvements to customer service.

The following report provides an update of DPW's progress:

Finding #1

Numerous customers had received consecutive quarterly bills that were based on estimated usage rather than actual water meter readings. Many of those customers had received consecutive quarterly estimated billings for over 4 years.

The consecutive quarterly bills received were primarily due to the existence of more than 14,000 Automatic Reading and Billing (ARB) inside meters, and more than 4,000 hard-to-find meters (Cannot Locates) in the system. In addition, there was a lack of resources to address the many requests for "Check Reads" resulting from high bill complaints, and skips recorded by meter readers because they could not get a read from the meter.

DPW increased its staff from 27 to 38 meter readers and added 19 meter inspectors in February 2012. Tasks were reorganized to ensure timely and accurate reads, which led to improved customer billing. The meter-reading task system has been replaced and

permanent routes have been assigned to ensure familiarity and consistency, thereby reducing the number of Skipped Reads.

By increasing the number of staff, DPW was able to focus on obtaining Check Reads and performing inspections for faster resolution of customer billing concerns.

Figure 1 shows the number of Check Reads and Inspections completed on a biweekly basis for Fiscal year 2012. It also illustrates how long it took to complete those Work Orders. An Inspection is when a Citizen asks for their meter read to be checked. A Check Read is when the billing system automatically kicks out a bill for being too high or too low when compared to consumption in previous quarters. The quick turn around on Check Reads is also preventing Estimated Bills from being created. If it takes longer than 15 days to perform a Check Read, that bill is automatically estimated.

The Meter Shop is completing twice as many Work Orders as it did last year and is doing so in half the time.

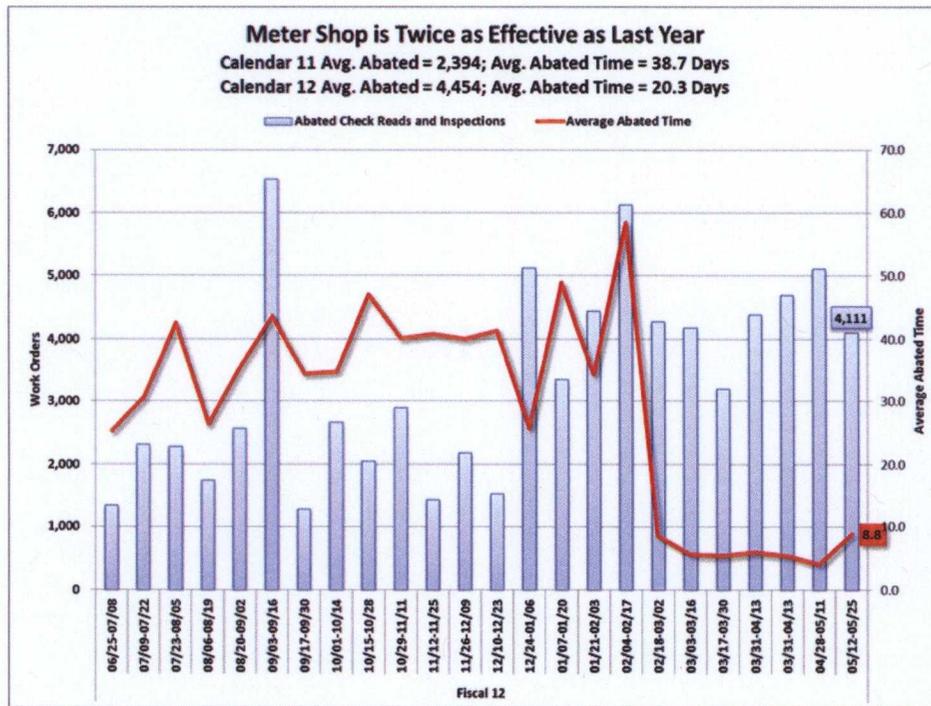


Figure 1

After DPW increased the number of dedicated employees, those employees were tasked with locating, uncovering and marking water meters. We had over 4,000 hard-to-find (Cannot Locate) meters and reduced that number down to 1,425 meters that could not be found. These have been turned over to a contractor to resolve.

Figure 2: Cannot Locates are meters that a meter reader could not locate at the time the route was being read. DPW performed an audit of all these locations because there were questions about why the Cannot Locates were growing over time. DPW found that there were **more than 1,400 "True" Cannot Locates**. This number has remained stable over the last few biweekly periods and has been turned over to a contractor. DPW also implemented processes to prevent an increase of Cannot Locates.

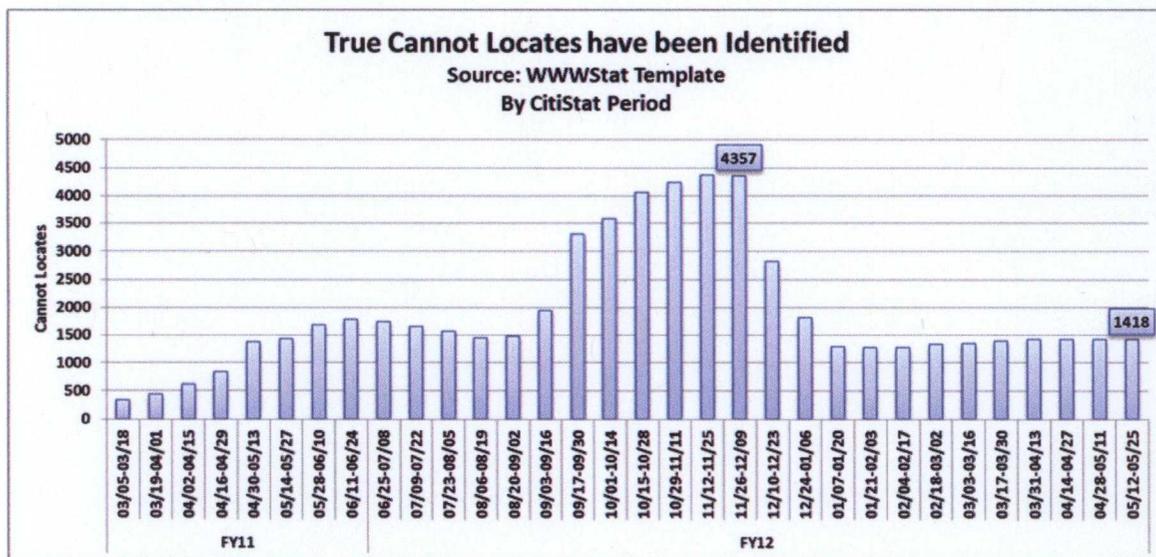


Figure 2

DPW also increased our communications with our customers by developing and mailing meter cards to those customers with inside ARB meters on a quarterly basis requesting that they provide an actual reading from the meter. The card enabled DPW to use actual readings submitted by customers in order to generate bills that reflected actual water usage. Customers can also call in such readings.

Finding #2

We believe that billing errors occurred whenever a "True" Reading was taken (usually to determine whether the meter was properly working) and recorded as one of the account's histories (usually quarterly readings).

A "True" Reading is an actual reading from the meter that verifies the previous read. It is used to determine whether or not an account needs to be adjusted. An account may be estimated until that "True" Read is used to determine the appropriate adjustment. True Reads typically follow adjustments on a customer's account history; however, True

Reads were improperly placed on the account without the preceding adjustment. Although the True Read was improperly applied, it served as an indicator that an adjustment should have been performed on the account.

DPW hired temporary employees to assist staff with the analysis of the 70,000 accounts and to make the necessary adjustments. We stopped the practice of incorporating true reads into the system, which were not preceded by an accompanying adjustment. We continue to train staff in the adjustment process to ensure that we have the necessary resources with the capability of performing the diversity of adjustments that result from various scenarios.

We also have secured the services of a consultant to analyze our processes and practices toward standardizing and automating as much of the adjustment process as possible. They are tasked with establishing methodologies that will enable us to validate data, and streamline and eliminate unnecessary practices and procedures.

We are also in the process of reorganizing the Revenue Measurement and Billing Division, which is now known as the Customer Care Division.

Finding #3

Supporting documentation was not maintained in a readily retrievable manner. Therefore, tests could not be performed to determine whether adjustments were made to correct any over or under-billing caused by estimating water and related sewer usage because of the inability to locate specific adjustment records selected for testing.

DPW has made adjustments to our current tracking and monitoring processes, and documentation controls to ensure that we are employing best practices; and to ensure that documents are being maintained in a user-friendly manner. We are now sequencing the information on adjustments according to transaction dates and the identification number assigned to each adjuster. MOIT has the capability of sorting data based on these criteria, which is a more expedient way to retrieve the data.

Finding #4

Properties were included in the City's May 2010 Tax Sale solely because of unpaid water and sewer charges that were based on estimated usage rather than actual meter readings. Since there were no actual readings for those properties prior to the 2010 Tax Sale, we could not determine whether those unpaid estimated billings resulted in any over or under billing to the applicable property owners at the time of the Tax Sale.

In collaboration with the Department of Finance and MOIT, we have coordinated our efforts to ensure properties made available for Tax Sale are those that are truly eligible. We are committed to determining the following factors before a property goes to Tax Sale:

- the type(s) of lien that made the property available for Tax Sale;
- whether there are any estimated bills that impact eligibility;
- if the account has an adjustment or is eligible for an adjustment;
- if there are outstanding Check Read or inspection requests for the property;
- if there is a request for an informal conference;
- verifying whether or not the account has or had an established payment plan; and
- whether or not previous payment plans have been forfeited.

Other improvements included giving our customers consideration and ensuring eligibility:

- increased the dollar amount that would trigger a water and sewer charge-only lien to tax sale (recently increased from \$250 to \$350);
- increased the number of quarters from two to three, that a water and sewer charge must be in arrears before taking the lien to tax sale;
- reduced the dollar amount for water turnoff, from \$500 to \$250, in an attempt to intervene with customers before tax sale, and extended the program to include tenant-occupied properties; and
- added a special billing notice to owners of rental properties in arrears for water and sewer bills where payment may be the responsibility of the tenant under a lease agreement.

Finding #5

There were no actual or estimated meter readings and related billings for numerous new accounts, in both Baltimore City and County, for several years after water meters had been installed.

All eligible properties have been routed in the appropriate route books. MOIT compiles a daily report and all new accounts are added to a routing book as they become available.

Office support staff and meter reading supervisors are tasked with ensuring that each new account is routed timely in order to capture all readings during the period in which

the water is consumed and billed accordingly. This task is monitored by the Meter Reading Superintendent.

Finding #6

Water and Wastewater did not have written policies and procedures to guide its staff in performing their duties for assessing, billing, recording, and reviewing water and sewer charges to its customers, and for assigning responsibilities for performing and monitoring various related tasks.

DPW has hired individuals who are tasked with assessing current procedures and developing new standard operating procedures (SOPs) as we realign and streamline our processes toward greater efficiency, effectiveness; and more timely and courteous customer service.

A new Meter Reading SOP has been developed to denote the change in the meter process. We are moving away from the task system toward standardized routes, which will enable the meter reader to gain greater consistency and familiarity with the route and will lead to greater accuracy and fewer Skipped Reads.

As a function of assessing and standardizing the adjustment process, consultants have been tasked with capturing that standardization in an SOP, which will provide adjusters with a basic roadmap in performing an adjustment of an account. All adjustments will not be standardized because of unique, unforeseen situations; however, those that can be formatted into a consistent formula will be outlined in the SOP.

DPW has been reviewing the policies and procedures and will update and/or modify to ensure that we have stringent guidelines enabling staff to appropriately perform its duties.

Other DPW major program improvements include:

Customer Care

- Increased our customer service representatives from seven to 11. In addition, we have added 15 telephone lines giving us the ability to increase the number to 22. We added 10 temporary account clerks, which have enabled us to increase our effectiveness in handling customer service account issues.
- Reduced the average wait time to three (3) minutes; and we have answered 5,300 calls (during the May 12-May 25 reporting period).

Figure 3 shows the total number of calls rose as news stories appeared. After hitting a Fiscal Year low in Percentage of Calls Answered in February of 48 percent, DPW's answered calls increased to 91 percent in May. This is due again to added staffing and increasing the number of lines available for staff to answer.

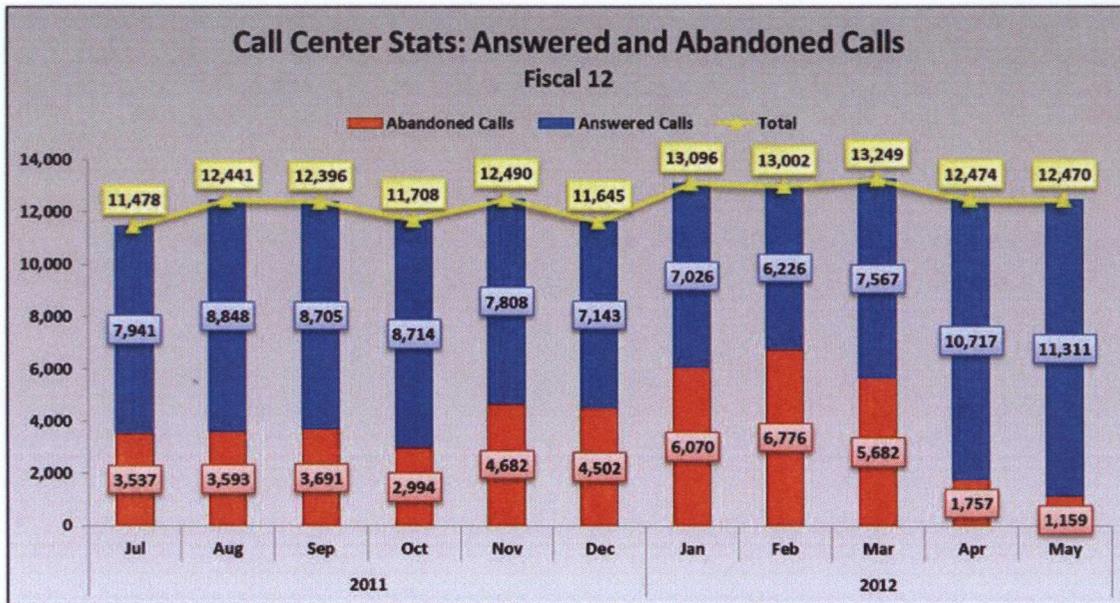


Figure 3

- Created a new One Stop Shop for customer care issues and concerns. The new customer care center is located on the 4th floor of the municipal building. During the May 12-May 25 reporting period, we served more than 600 walk-in citizens.
- Created a Correspondence Unit that is tasked with immediately addressing critical customer issues, concerns and requests that come from the Mayor, City Council and the Director as well as those that originate from the customer and are sent directly to DPW. The staff's mandate is to communicate directly with the customer, and to initiate the necessary investigations and/or activities that will bring the matter to quick resolution, in most cases, to the customers' satisfaction.
- Restarted the process for informal conferences, hiring two conference chairs to hear customer cases. Currently the wait time for an informal conference is approximately 3 months because of a backlog of cases. Our goal is to not have

a wait time, which means no more than seven to 10 business days from the date of request to actual conference.

- Provided training for our staff in order to develop a re-energized, responsive workforce committed to providing quality customer service and a value-added experience for our customers.
- Provided access to online account information.
- Initiated customer feed-back cards at our walk-in location.

Meter Operations:

- Reorganized meter reading staff to ensure timely, accurate reads to ensure improved, accurate customer billing.
- Permanently assigned meter reading routes to ensure familiarity and consistency and thereby reducing Skipped Reads.
- Increased staffing focused on performing Check Reads and inspections for faster resolution of customer billing concerns.
- Initiated replacement of more than 12,000 outdated and non-functioning interior Automatic Reading and Billing water meters with new exterior meters.
- Initiated quarterly post card mailing to ARB meter customers offering the opportunity for those customers to provide their own actual meter read (by mail, email or telephone) until outside meter is installed.

Figure 4 shows that the number of Estimated Bills and Skipped Reads per biweekly period is down dramatically this year. This is in part a result of efforts illustrated in Figures 1 and 2.

Fewer Estimates and fewer Skips mean more accurate bills. Actual reads on more meters than it has in the last five fiscal years is another contributing factor. That is supported by statistics DPW maintains that illustrate the number of reads performed versus the number of reads scheduled.

For five consecutive quarters, DPW visited every address. This was not the case in the past. DPW believes Skips and Estimates are almost all generated accounts that have an ARB meter (of which there are approximately 14,000, which are almost all unreadable); or accounts where the meter cannot be located. Like the Cannot Locates, the addresses with ARBs have been identified and are part of a contract. That contract will include the installation of a meter outside the home and will be a permanent solution.

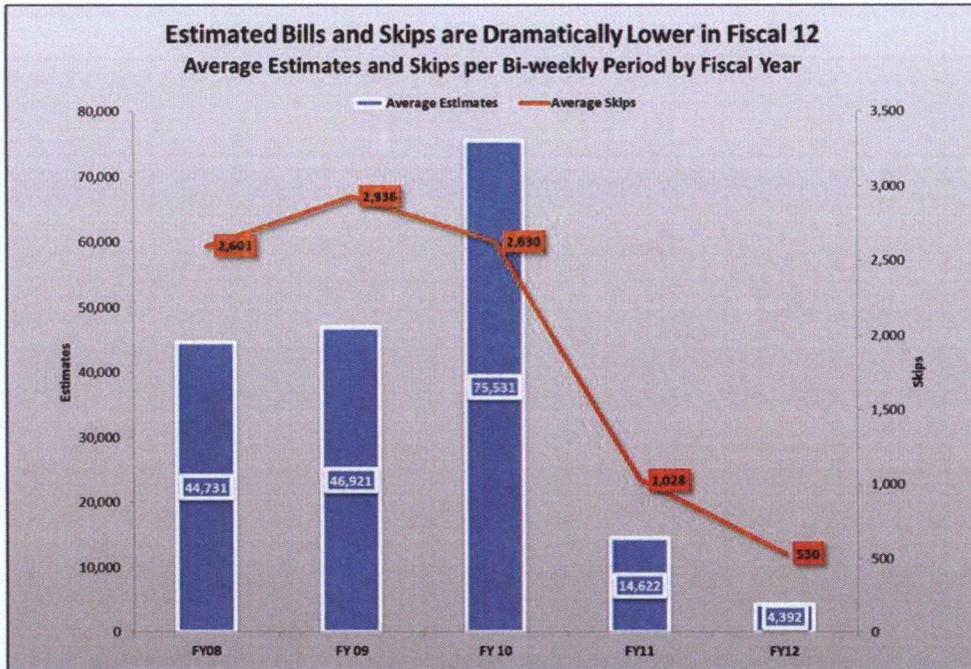


Figure 4

The following is a progress report on DPW's major initiatives:

Automatic Reading and Billing/Advanced Meter Infrastructure

- Issued Request for Proposals to facilitate Phase I of the Automatic Reading and Billing and meter system upgrade (first step in long range plan to upgrade entire meter reading and billing system). Automated Remote Read capabilities will enable us to reduce human error and inaccessibility issues (i.e. snow, water, etc.).
- Developing less labor-intensive reading, which will enable the retraining and refocusing of the workforce on maintenance of the metering system, inspections and problem solving.
- Complete overhaul of the billing system.

Kim A. Trueheart

July 24, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of Baltimore City, of which I am a member, in good standing.

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

1. Whom you represent: Self
2. What the issues are: P. 90 Bureau of Water and Wastewater Updated Response to Water Billing Audit if **NOTED without additional probing questions and follow up responses:**
 - a. Fails to comply with the 90 day follow-up requested by the BOE making this response inexcusably LATE;
 - b. Fails to address whether the administrative and operational adjustments discussed will become permanent in the Bureau's business model;
 - c. Fails to address the current and out-year funding implications of hiring additional staff, implementing new protocols and new procedures. Specifically, were existing funds realigned? If so from where and what is the impact? Was the budget increased for the current FY? Was the budget increase permanent?
 - d. Fails to provide outcomes resulting from the informal conference process and the funding implications of contracting with two attorneys.
 - e. Fails to address the outcomes from the compromise regarding tax sales based on estimated bills.
 - f. Fails to provide projected completion dates for implementation of changes, on-going and proposed actions presented.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This onerous burden can only be relieved when sound business practices are implemented in the day-to-day operations of the Department of Public Works which has been the subject of numerous highly public problems with billing, project management and operations. Therefore request that each of the failings delineated be responded to we comprehensive answers.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on July 24, 2012.

5519 Belleville Ave
Baltimore, MD 21207

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

Sincerely,

Kim Trueheart
Citizen

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

Bureau of Water and Wastewater - Amendment to On-Call Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to on-call agreement with Rummel, Klepper & Kahl, LLC for Project 1120R, On-Call Management, Inspection, and Engineering Services. The amendment to on-call agreement will extend the period of the agreement for one year through August 31, 2013 or until the upset limit is reached, whichever comes first.

AMOUNT OF MONEY AND SOURCE:

\$750,000.00 - Increase

BACKGROUND/EXPLANATION:

On September 1, 2010, the Board approved the original on-call agreement with Rummel, Klepper & Kahl, LLC. The original agreement allowed for a one year time extension. This amendment will extend the period of the agreement for one year and increase the upset limit to \$2,250,000.00.

AUDITS NOTED THE INCREASE IN THE UPSET LIMIT AND TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS' ASSOCIATION.

President: "The eighth item on the non-routine agenda can be found on Page 91, Amendment to On-Call Agreement. Will the parties please come forward?"

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

Ms. Thompson: "Good morning Honorable Board. My name is Maria Markham-Thompson. I am the Division Chief for Contract Administration for the Department of Public Works. This On-Call agreement is an increase which was contemplated in the original contract. Uh - It will be drawn down in tasks that will be reviewed by Audits, as they come along. The uh - objection as we understand it is that is no uh - sub-goals, which I think you addressed already this morning, the question of sub-goals for minority participation. No sub-goals were set, therefore we could only award using the MBE limits that were there and that was what was done."

Mr. Arnold M. Jolivet, Maryland Minority Contractors Assoc.:

"Mr. President, I would respectfully ask if you would allow me you would accept my statements pertaining to Page 91 also to be relevant and controlling on the item on Page 95 in the interest of conserving time. The only comment that I would like to make is to make that, typically when there is an engineering or

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

consulting contract, the Board does put in the communication or the agency rather does put in its communication to the Board a statement regarding the compliance with MBE/WBE. I note that and uh - it could be a very honest mistake, but I note that it is not done here. We don't know, the public should have an opportunity to see the full parameter of a contract like this. If assuming that there is minority participation, it ought to be stated on the public document and there are very good reasons for that. But, my concern here it does not state what the participation is. I just happen to remember in the initial contract in view of the fact that this amended, a proposed amendment, the original contract possessed no African-American MBE sub-consultants. I believe I raised that point then. I would like to raise it again and its' also applicable to the item on Page 95, and I - I say that because it is important Mr. President, that the MBE/WBE program benefits everyone. Right now in the field of consulting engineers, the African-American

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

consultant or sub-consultant is literally almost invariably left out, and that's not to be. There is just no reason for that. None at all. So, I made my case, the Board knows how I feel about this and I am not going to stop. I am not going to stop until African-American firms are being made equal participants in these engineering contracts. Mr. President it makes no sense. Why do you have to have a program and incidentally, when the program was first initiated in 1986, Mr. President, I might want to remind you that it was largely intended to benefit and empower the African American firms. But, we find out it is just achieving the exact opposite results. But, again I come to my initial comment Mr. President, it just need not be. This is just not the way the program was intended and designed to work. In a City where we have a sizeable percentage of minority African American firms, the African American consulting engineer is becoming extinct. Extinct Mr. President because we can't do nothing with it."

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

Deputy City Solicitor: "I have two questions for you Mr. Jolivet. Are you aware of any African American consulting firms that have been excluded from this contract?"

Mr. Jolivet: "Of course, I have. I mean that question is just - it begs the question. But, let me comment on that if I can. We missed the point. We really missed the point. The point is the way that we are administering the whole entire M/WBE program because we don't utilize sub-goals on each contract. We almost invite discrimination and exclusionary tactics. We invite it. We invite the discrimination."

Deputy City Solicitor: "Mr. Jolivet I think I understand your concern. My question though is and I think these are important issues that you are raising. But, my question is, are you aware that there was a constitutional challenge. You referenced the Ordinance back in 1986. You know that there was a constitutional challenge to the Ordinance and certain requirements were placed after that, in 2004, you are aware of that?"

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

Mr. Jolivet: "I can only say that I believe and not to be uh - not to be braggadocios. I'm -- from -- if there is anything that I am familiar with, I am familiar with the Ordinance. I am familiar."

Deputy City Solicitor: "No, I am talking about the constitutional challenges."

Mr. Jolivet: "And I am familiar with all of the constitutional challenges."

Deputy City Solicitor: "That was in Federal Court."

Mr. Jolivet: "I am familiar with the court decisions in 1999, 2000. But again, are you trying to suggest that we have to discriminate and exclude African Americans --."

Deputy City Solicitor: "No --."

Mr. Jolivet: "Because --."

Deputy City Solicitor: "I'm simply saying that for contracts under \$10,000.00, there isn't sub-goals. There is not even a sub-goal."

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

Mr. Jolivet: "But this contract is \$7.5, \$750,000.00. I don't how you could interject it to a \$10,000.00 contract."

Mr. Thomas Corey, Chief MWBOO: "Ten million dollars."

Mr. Jolivet: "No this contract here is \$750,000.00."

Deputy City Solicitor: "Ten million dollars."

Mr. Corey: "Before you make motion may help the Board with this. He's speaking about sub-goals, and it's true he helped us get sub-goals. What I failed to mention in our earlier argument on the Cho Benn Holback contract on Page 25, we can only put sub-goals on contracts over a million dollars or more. This is \$750,000.00 as Cho Benn Holback contract was \$748,000.00 so we couldn't have put sub-goals on both of those contracts at all. I do share a concern, and I think he raises good issues in trying to find ways to make sure that we get African American architectural engineers more involved in the process. I've tried more than once to get them engaged, to try to get them to joint venture, to try to get them to do several different things to try to make sure that we're that we putting them on the

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

contract. When it looked as if that the way that you are doing sub-goals didn't include them, or that we put a sub-goal with an African or Hispanic American or the sub-goal was 1%, it became unworkable administratively for both the MBE sub and the prime contractor. So, we have to make some changes. We want African American engineers involved in this program, and we share his concerns. But sometimes things don't work as well as we initially set them out to do. So, we will continue to work at it and uh - that is best that we can offer at this point."

Mr. Jolivet: "Mr. President, I know the hour is late, but I would just like one more comment, and that is, Mr. Corey in a sense is right. It is, it does require a tremendous amount of intensive work to structure and to actually determine what would be the appropriate sub-goal for any one of the enumerated sub groups who are made beneficiaries of the Ordinance. But, that is why we pay the staff at MWBOO. That is why we pay them, and to say that because it's difficult or because it becomes hard --."

Deputy City Solicitor: "No, Mr. Jolivet he also said that this

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

contract doesn't, couldn't apply sub-goals, because of the limit of the contract."

Mr. Jolivet: "I didn't hear that, and assuming he said that, I want him to say that again."

Mr. Corey: "Yes there's a million dollar threshold that must be passed before sub-goals can be placed on any contract."

Mr. Jolivet: "The Ordinance say's that the Chief of MWBOO has the discretion that it mentioned a threshold of a million but it doesn't say that you can't do under a million Mr. President, I made my case. Let me just make one final point."

Mr. Corey: "-- I disagree."

Mr. Jolivet: "Let me make one final point and hopefully all is well and the day will consummate. But, my fear is if we continue to exclude the African American sub-consultants, I will admit that with regard to hard construction and service contracts the City's program has included African American firms. But, the weak, the very weak area of the Ordinance it has not included the African American sub-engineering consul-

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

tants. We've got to work on that. There is a lot of work to be done. But, my fear is, if we continue to administer the Ordinance so one sided and African American firms are left out so - so - extensively, then it is very clear that the Ordinance may be unconstitutional. Because you've had an Ordinance that was intended to benefit African Americans and other sub-groups, but African Americans are disadvantaged and debilitated by being left out. It's a tough issue but I asked the Mayor are we going to continue to go along with this line where African Americans are being left out, and I am not ready to do it."

President: "I will entertain a Motion."

Deputy City Solicitor: "I MOVE to reject -- can I clarify, I think he's doing for protests on Page 91 and 95."

President: "95."

Deputy City Solicitor: "Okay. I would MOVE to reject the protest on Pages 91 and 95 and to approve the item as submitted by the agencies -- on items submitted by the agencies on those pages."

MINUTES

BW&WW - Amendment to On-Call Agreement - cont'd

Comptroller: "Second."

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

Please note that I **ABSTAIN**. So we don't have to hear 95."

* * * * *

Clerk's Note: The President called for the protest for Page 91. However, the Protestant requested that the Board hear his protests on Page 91 and 95 because of the similarity of the basis of the protests.

MINUTES

Department of Recreation & Parks - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Apple Design, Inc. for Project No. 1166, On-Call Environmental Graphic Design Services. 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:

\$750,000.00 - Upset Fee

The amounts will be determined with each individual project.

BACKGROUND/EXPLANATION:

The consultant will provide environmental graphic design services for renovation and improvement of various city park and recreation facilities.

MBE: Sabra Wang & Associates \$37,500.00 5%

WBE: P.E.L.A. Design, Inc. \$37,500.00 5%

MWBOO FOUND VENDOR IN COMPLIANCE.

SINCE THE BOARD HAS NO ESTABLISHED POLICY FOR COMPENSATION RATES FOR GRAPHIC DESIGN FIRMS, THE DEPT. OF AUDITS DEFERS TO THE BOARD ON THE ACCEPTANCE OF THE COMPENSATION RATES FOR APPLE DESIGN, INC. AND ITS SUBCONSULTANT, P.E.L.A. DESIGN, INC. AUDITS REVIEWED THE DOCUMENTATION THAT SUPPORTS THE RATES REQUESTED AND WILL REVIEW EACH TASK ASSIGNMENT.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS' ASSOCIATION.

MINUTES

Department of Real Estate - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a lease agreement with the Mr. Lionel T. Adams, tenant, for 349 sq. ft. at 3000 Druid Park Drive, Suite 2B. The period of the agreement is July 01, 2012 through June 30, 2014. The agreement contains a provision for a one additional 2-year renewal option.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$5,154.00	\$ 429.50
2	\$5,301.60	\$ 441.80

BACKGROUND/EXPLANATION:

Mr. Adams will use the premises for tailoring services and office space.

Mr. Adams will be obligated to maintain and keep in force general public liability, contractual liability, and property damage insurance protection for the premises, and name the City as additionally insured under the insurance policies.

(FILE NO. 56656)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with the Mr. Lionel T. Adams, tenant, for 349 sq. ft. at 3000 Druid Park Drive, Suite 2B.

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

The Board is requested to approve and authorize execution of a lease agreement with Volunteers of America Chesapeake, Inc., lessee, for the rental of the property known as 4601 E. Monument Street, consisting of approximately 21,000 square feet. The period of the amendment to agreement is August 5, 2012 through August 4, 2014, with three one-year renewal options.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Installments</u>
\$87,360.00	\$7,280.00

BACKGROUND/EXPLANATION:

This amendment to agreement changes the terms of the original agreement to August 5, 2012 through August 4, 2014, with three one-year renewal options and increases the amount of the rent.

The renewal term of the original agreement was for a one 5-year term, effective August 5, 2012 through August 4, 2017.

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

The Space Utilization Committee approved this amendment to lease agreement on July 18, 2012 by an e-mail poll.

(FILE NO. 54738)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with Volunteers of America Chesapeake, Inc., lessee, for the rental of the property known as 4601 E. Monument Street, consisting of approximately 21,000 square feet.

MINUTES

Department of Real Estate - Tax Sale Certificates

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Tax Sale Certificates to Mr. Cecil Clark for amounts that are less than the lien amount for the properties located at 1106 W. Baltimore Street and 1108 W. Baltimore Street.

AMOUNT OF MONEY AND SOURCE:

<u>Property Address</u>	<u>Assessed Value</u>	<u>Flat Taxes & Water</u>	<u>Total Liens</u>	<u>Assignment Amount</u>
1106 W. Baltimore St.	\$11,000.00	\$ 946.62	\$43,228.06	\$5,000.00
1108 W. Baltimore St.	\$17,900.00	\$4,068.19	\$51,499.53	\$6,000.00

BACKGROUND/EXPLANATION:

The City acquired the Tax Sale Certificates for the indicated properties on October 27, 2010, for the lien amounts. Mr. Clark has offered to purchase the Tax Sale Certificates for the assignment amounts, file petitions to foreclose, acquire title to the properties and return them to productive use. The assignment amounts for these properties for the Tax Sale Certificates will cover the flat taxes and water bills on the properties.

(FILE NO. 56662)

UPON MOTION duly made and seconded, the Board approved the the assignment of Tax Sale Certificates to Mr. Cecil Clark for amounts that are less than the lien amount for the properties located at 1106 W. Baltimore Street and 1108 W. Baltimore Street.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTION

* * * * *

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 page:

3033 - 3052

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

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

The President **ABSTAINED** on Item Nos. 1 and 2.

The Comptroller **ABSTAINED** on Item Nos. 1 and 2.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Department of Public Works/Bureau of Water & Wastewater

1.	SC 870, Scum Grease System Improvements at the Back River Wastewater Treatment Plant	Whiting-Turner Construction Co., Inc.	\$10,699,000.00	
	MBE:	Horton Mechanical Contractors, Inc.	\$ 850,000.00	7.94%
		Priority Construction	450,516.00	4.21%
			<u>\$1,300,516.00</u>	<u>12.15%</u>
	WBE:	Guardrails, Etc., Inc.	\$ 12,320.00	.12%
		Moisture Proof & Masonry, Inc.	174,500.00	1.63%
		Rowen Concrete	70,000.00	.65%
		Tilt Up Construction, Inc.	77,500.00	.72%
			<u>\$ 334,320.00</u>	<u>3.12%</u>

2. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNTS:</u>
\$ 5,329,940.50	9956-901685-9549	
WW Rev. Bonds	(Constr. Res. BRWWTP Scum Facilities Improvements)	
5,329,940.50	" "	
County Approp.		
1,716,399.50	9956-901685-9549	
WW Rev. Bonds	(Constr. Res. BRWWTP Digesters)	
<u>1,715,399.50</u>	" "	
\$14,091,680.00		

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Public Works/Bureau of Water & Wastewater

\$ 1,069,900.00	-----	9956-902685-9551-2 Extra Work
1,069,900.00	-----	9956-902685-9551-3 Design
641,440.00	-----	9956-902685-9551-5 Inspection
10,669,000.00	-----	9956-902685-9551-6 Construction
<u>641,440.00</u>	-----	9956-902685-9551-9 Administration
\$14,091,680.00		

This transfer of funds is for the award of SC 870, Scum/Grease System Improvements at Back River WWTP.

A PROTEST WAS RECEIVED FROM SHANEY CONSTRUCTION COMPANY, INC.

President: "Uh - The tenth, I mean the ninth item, well the tenth item on the non-routine agenda can be found on Pages 97 - 98, Scum Grease Improvement at Back River Wastewater Treatment Plant. Will the parties please come forward?"

Ms. Maria Thompson: "Good morning again. Maria Markham Thompson for the Department of Public Works. This contract came in, Shaney was not the lowest bidder. The lowest bidder did not

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DPW/BW&WW - cont'd

complete the forms properly and was rejected by the Law Department. The next lowest bidder, Whiting-Turner, was reviewed and found in compliance. We reviewed each of the sub-contractors listed uh - and found them to be uh - in compliance, certified by MWBOO for the types and quantities of work specified for them and that it was consistent with the engineer's estimate of the amount of work to be done. On that basis, we made a recommendation to MWBOO that these firms be accepted as part of the bid and we received their concurrence on May 16th of this year."

Mr. Dashiell: "Age before beauty."

Mr. Corey: "Well, then go ahead. Mr. President, uh - Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. With regards to the uh - first issue of Mr. Dashiell and Shaney's protest has to do with Horton Mechanical and their certification. What we found is that Horton Mechanical is certified for plumbing on their profile which you find on their website when this came about, plumbing, heating and air

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DPW/BW&WW - cont'd

conditioning. They uh -, Horton recognized that this was an error, called the MWBOO office and asked that profile be corrected to read, plumbing, HVAC/R. Unfortunately, the MWBOO office failed to make that correction of their certification renewal. So, it was our error, and we don't feel that Horton or Whiting Turner should be penalized for an error made by the Office. Horton Mechanical is licensed to provide HVAC uh - services. So, we don't think it was our error. It's MWBOO error because we didn't follow through. They did call and ask that their profile be corrected to have HVAC in its profile, and we didn't follow through on that."

Mr. Dashiell: "You done?"

Mr. Corey: "Well, that's one you want me to go through all of them?"

Mr. Dashiell: "Well, no I've been waiting long enough. Let me talk. Good morning Madam Mayor, Mr. President other members of the Board. I feel a little bit like I've been standing at the fourth hole at Forest Park waiting for the fairway to clear up,

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DPW/BW&WW - cont'd

so I've lost my rhythm a little bit, but let me try to get into the flow as we move along here."

Mr. Corey: "Age will do that for you."

Mr. Dashiell: "It will, it will. You are really being asked to do something highly unusual here today and I believe you probably understand that and you are being asked to award a contract where the low bid is 46% above the engineer's estimate which is very unusual. Ordinarily, and it's been the practice for the last 25 years that I am aware of, the Board never awards in fact Public Works never even recommends for award a contract with a price that exceeds 110% of the engineer's estimate. The engineer's estimate, and pardon me if I sound funny and talk funny, I had some dental work done and I don't even know how to use my tongue anymore. But anyway, the engineer's estimate on this job was \$7.3 million dollars. The amount of the Whiting Turner bid was \$10.7, call it million dollars and they go up from there. My client's bid was a couple hundred thousand dollars higher than that and it goes all the way up to \$11.3 million.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DPW/BW&WW - cont'd

But, the Whiting Turner bid was 46% above the engineer's estimate. So, I say that so you may I don't know if you were advised of that. Ordinarily when that happens the contract is rebid anyway. But -- but so you may want to look at that. Secondly, secondly, and I am going to take them in them in the ending order of my presentation. Secondly, there is no WBE participation on this contract at all, and I will tell you and the reason is simple. All of the items, let me go back, \$70,000.00 of Whiting Turner's WBE participation is supposed to be for purchase of concrete from Rowen Concrete Company. All of the concrete items on this contract are contingent. You cannot base your compliance MBE or WBE on contingent items that's in the law. All of the concrete on this job is in items 501, 502, 503 and 504. This is specially prepared, thankfully by the City for me and you can look at it and you know I don't make things up. You cannot include contingent items for the purpose of establishing your MBE or WBE compliance. The only concrete on this job is in those items, 501 to 504 and all of them are

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DPW/BW&WW - cont'd

contingent. So, that knocks Rowen out of the picture completely. Secondly, the other WBE firms got the bulk of the work the point that Moisture Proof for \$174,000.00 you can't count any of that because Whiting Turner in its description of services say that they are going to put in brick pavers, and cobblestone paving. Well, unless this plant has something in it that I am not aware of, there is no brick paving or cobblestone paving in this job, and because we don't know how much money they are proposing to pay them for this nonexistent work we can't count any of it. So, if you take out the \$70,000.00 for the contingent concrete and you take out the \$174,000.00 for the work that doesn't exist you'll end up with no WBE participation at all. Now, that also impacts upon the MBE participation, because Priority Construction which is listed as the MBE was going to get \$450,000.00 to put in the continued concrete. But if the concrete is not there, they you can't get credit for it. Now, so that knocks out \$450,000.00 of the MBE portion which puts them below the goal. Then on Horton, there is more than one issue in Horton and I appreciate it and I believe Mr. Corey

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DPW/BW&WW - cont'd

Is correct in what they said. But how in the world do Whiting and Turner know about the mistake? We look at the directory. We see what's in the directory, we go by the directory. Mr. Corey said it's not in the directory. How in the world do Whiting and Turner know it? How in the world were they able to rely upon it if it's not in the directory? Secondly, secondly, Horton is not there either on the HVAC or HVAC/R. Mistakenly, admittedly, but how in the world did Whiting and Turner the only one who knew that besides Horton? Thirdly, part of the work that's including the Horton contract is for doing duct work, sheet metal work. Horton is a union contractor they were members of the collective bargaining agreement with Local 486, Pipe Fitters and Steamfitters, I'm sorry Plumbers and Steamfitters. They don't do sheet metal work. The sheet metal work on the contract with Local 100 of the AFL-CIO, \$210,000.00 of the \$850,000.00 that was supposedly go to Horton will be for has to be for sheet metal work. That's the way it's described in their price that they submitted, the quote that is submitted to my client and to

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

everybody else. That exceeds 10% of the amount that they were being awarded. Therefore, the Horton contract cannot be, therefore it cannot be included toward the MBE participation because you cannot subcontract out more than 10%. Ten percent of 850 is \$85,000.00 not \$210,000.00. So, what does all of this mean? This means number one, Whiting and Turner didn't have any WBE participation. It means number two, of the of the minority participation claim of 12.2% the reality is that they only have about 3%. That's the reality, and on top of that, you've been asked to award a contract that is 46% over the engineer's estimate. I don't normally do this, but I'm going to say to you, if you don't if you've not inclined to accept my client's protest and award to my client as the lowest responsive and responsible bidder, this contract cries out to be rebid. This has just got too many things wrong with it, in my opinion. Thank you."

Mr. Corey: "Mr. President, uh - I am trying to remember the order, but let's start with the 46% over the engineer's estimate. He's asking to award the contract to a bidder that's

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DPW/BW&WW - cont'd

49% over the engineer's estimate, that's one. Two, uh - with regards to whether or not Whiting Turner would know that there's about HVAC with regards to Horton. It is commonly understood that if you are certified and licensed to provide heating and air-conditioning, ventilation is also included in that profile, so we didn't think very much for Whiting and Turner to ask Horton aren't you certified for all of it and of course the answer would have been yes, because he is licensed to provide that. We did make a mistake by not putting HVAC the ventilation part in the profile but that's just saying. With regards to the masonry work on the contract, the engineer's breakdown uh - of this job is sent to the Minority Business Opportunity Office and the way we determine our goals, clearly shows and I'll pass this around that there is \$230,000.00 of masonry work in this contract, that's and that provides a legitimate use of this, and in fact Whiting and Turner has put down Moisture Proofing to provide masonry work, pavers, that sort of thing. With regards to the concrete issue buying the ready mix concrete mix from

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

Rowen Concrete, we can't make that determination in our office. If there is a direct contract from Whiting and Turner to Rowen Concrete to provide ready-mix concrete and there's concrete needed on the job, then we can only assume that Rowen Concrete is going to provide a commercially useful function on this contract, and we can't go behind and say if there's subterfuge going on between Whiting Turner, Rowen and Priority, that's just not within our capabilities and not something that we would try to figure out. As long as we can see a direct contract between the prime and the sub and the breakdown of the contract as given to us by the Department of Public Works shows that there's concrete needed on the contract, we will certify that participation as being valid."

Mr. Dashiell: "Mr. President, Madam Mayor, I'm sorry but I'm just an -- just an old farm boy if it looks like a duck, it quacks and got web feet it's got to be a duck. Mr. Corey has not responded to our material any of the -- first of all he has not said he's not denied that the concrete in the job is

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

contingent and that you cannot include contingent items. He has not even addressed that and that's because he's knows I'm right. That's why he hasn't addressed it, he knows I'm right."

Mr. Corey: "So, that I won't get lost. Let me at least say one thing before I forget it, because I've got age too. When we get the reports from the Department of Public Works and it breaks down a job, it does not tell us if there's a contingent item. It's just not information that we know and I am not sure that we would even hear about it. It's in the contract. It's in their breakdown, so the fact that it's contingent is a point that I think in this particular instance that Mr. Dashiell is really running a red herring on you, on the Board."

Mr. Dashiell: "Running a red herring, I'm sorry, I'm sorry. The statute says, Mr. President, that contingent items cannot be given -- that the contractor be given credit for contingent work items. That's in the law. The fact that those items are contingent is part of the City's breakdown. I'm not responsible

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

for the fact that they didn't give Mr. Corey the correct information that's from one agency to the other. But the law is the law and he has not denied that that is the law. Secondly, he has not addressed the issue of the quantity of duct work in the Horton contract, he doesn't deny that. Neither has the City engineer, because they can't. It is impossible to put in the kind of system that's required here without using ducts, without sheet metal work. It is impossible to do. They don't deny that its \$200,000.00 worth of duct work in this job they just simply ignore it, in presenting it to the Board. With respect to uh - uh - Rowen the issue is --."

Mayor: "Just one at a time because they keep --."

Mr. Dashiell: "Okay, I'll slow down, let me, let me --."

President: "If you just want to do one at a time, so she can respond."

Mr. Dashiell: "Alright."

Ms. Thompson: "Just for clarification."

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

President: "Do you have a question first?"

Comptroller: "I have a question. Mr. Corey you said that when you originally got the information from DPW, that it didn't have the contingent in there. But now that you have knowledge, does it make a difference?"

Mr. Corey: "No."

Comptroller: "Why not?"

Mr. Corey: "Because I am not aware, we have to rely on what the agency tells us."

Comptroller: "But now that you have knowledge. They prepared a worksheet."

Mr. Corey: "Saying that it's contingent?"

Comptroller: "Yes."

Mr. Corey: "Frankly, I have never been confronted with the question and I don't know how we would address it, it's a contingent item."

Comptroller: "Okay."

Ms. Thompson: "In the --."

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

Mr. Corey: "The contingent item means that it can or cannot be part of the contract. I mean it could very easily be uh - uh - it could come up that the contingent item can be a part of the contract and will have to be performed. So, we can't construct goals based on whether or not an item will actually come up in doing the course of a contract. We can set goals today, the contract will come up so what will we do, reduce the goals by what amount, how would we reduce the goals, how would we set the goals if we start basing it on contingent item? That would create a nightmare for this Board and our office to try to set the goals based on a contingent item."

Ms. Thompson: "In non-contingent items in the engineer's estimate I have concrete in three categories."

Deputy City Solicitor: "Speak into the microphone."

Ms. Thompson: "I'm sorry in the engineer's estimate in the non-contingent portion I have concrete in three items. Site concrete, uh - concrete SRS building and Concrete Thickening Facilities. So, there's not just the sub-contractors work concrete related but also a need for other concrete uh - at the

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

Sites the amounts were \$51,000.00. For the site concrete for uh - the building \$57 -- \$573,000.00 and then the Concrete Thickening Facility another \$15,000.00. Uh - thermal and moisture control was \$41,000.00 a minor item, but within the work that would also be part of masonry which was estimated at \$180,000.00. There's also, so those two items the thermal and the masonry together were over \$200,000.00, the bid is \$175. So using those items we go back to the engineer's estimate. Uh - the work is commercially required. Also, if you go through the line items in this bid, most of the duct work and there's a lot of it is PVC pipe. It's not sheet metal."

Mr. Dashiell: "The - the - PVC is part of the electrical, not part of the mechanical work. So, that's obviously not what they included in Horton's contract to begin with. That's another -- Mr. President, neither my good friend, neither of my good friends; Mr. Corey or Ms. Thompson, Ms. Thompson has accurately and correctly responded to the questions that have been raised.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

DPW/BW&WW - cont'd

Mr. Corey would have you believe that the statute does not require that the work to be awarded to a sub-contractor must actually be work identified as part of the contract. He doesn't believe that it makes no difference under the statute whether the work is or is not to be performed. That is so false, it's incredible. That's why the statute was changed. By the way Mr. Jolivet was wrong this program didn't start in 86, it started in 78, I hired him. I was here in the beginning, okay. It was put in the statute because people were including a whole bunch of contingent items in the contract and then when it became time to sub-contract oh we didn't need the work and so the MBE's got no part of it. That's why we put in the statute that you cannot base compliance on contingent items. There are no brick pavers in this contract. Yes, there may be some masonry, but it's not cobblestone pipe -- where's the cobblestone that is going in the plant? There's no cobblestone, there's no brick pavers in this job. They know it. I understand why you want to support a decision that you made before this Board, but I also believe

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

that if you are wrong just say that and let's move one. You want to award a contract that 46% over the engineer's estimate. You want to award a contract where there's no WBE participation and where the MBE participation is at best questionable, at best, and I am being very generous in that, it's wrong Mr. President and I --."

Mr. Corey: "Mr. President, first of all the statute didn't address contingent, it doesn't use the term contingent. It says that the MBE/WBE participation on a contract, it must provide a commercially useful function. That maybe what he is trying to capture in this."

Mr. Dashiell: "No it's not."

Mr. Corey: "Yes it is. It's says commercially useful function."

Mr. Dashiell: "I know what it says --"

Mr. Corey: "28-32 and the paragraphs that follow. Describes commercially useful function. Rowen Concrete, Moisture Proof and Priority as far as we can determine based on their

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

submission and based on the engineer's estimates and the information provided to us they all will provide a commercially useful function on this contract. That's cut and dry, and you're also being asked not to award it to a company that's 46% over the engineer's estimate but to award it a company that's 49% over the engineer's estimate."

Mr. Dashiell: "I'm done. I --"

Mr. Corey: "I'm done to."

Mr. Dashiell: "I'm you know."

Mr. President: "Okay, I will entertain a Motion."

Deputy City Solicitor: "MOVE to reject the protest and to approve the item as submitted by DPW on Page 97 through 98 of the Agenda."

Director of Public Works: "Second"

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

Comptroller: "Please note that earlier the Deputy Comptroller mentioned that I will **ABSTAIN** on this item."

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/BW&WW - cont'd

President: "And please note that I **ABSTAIN**, as well. The Motion carries. There being no more business before the Board, the meeting will recess until bid opening at 12 noon. Thank you."

* * * * *

Robert Fulton Dashiell, Esq. P.A.

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Senchal Dashiell Barrolle
Associate*

sbarrolle@dashiell-lawoffice.com

*Not admitted to practice in MD.

Licensed to practice in DC and NY only.

VIA HAND DELIVERY

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

July 24, 2012

RE: **BID PROTEST**
Sanitary Contract #870

This law firm represents Shaney Construction Company, Inc. ("Shaney"), the lowest responsive and responsible bidder for Sanitary Contract # 870 (the "Contract"). Shaney protests the award of the Contract to the Whiting Turner Contracting Company, Inc. ("WT") or any party *other than* Shaney. The basis for this protest against award to WT is that WT neither complied with nor requested a waiver from the Contract's MBE/WBE participation goals. The bid documents for the Contract set forth a requirement for 12% MBE participation and 3% WBE participation. In its MBE/WBE Participation Affidavit (Part C), Exhibit 1,¹ WT asserts that it achieved MBE participation of 12.2% and WBE participation of 3.1%. We show below that WT achieved MBE participation of no more than 5% and 1% or less WBE participation.

- 1. Horton Mechanical Contractors, Inc.** WT claims nearly two thirds of its designated MBE participation from a supposed subcontract with a union contractor named Horton Mechanical Contractors, Inc. ("Horton"), slated to perform plumbing and HVAC work valued at \$850,000 (7.9% of WT's total bid price), Exhibit 2.² Attached hereto as Exhibit 3, is a detailed Scope Confirmation Letter ("SCL") provided by Horton to Shaney and, presumably, WT as well, where Horton expressly includes HVACR process piping work and the work

¹ Exhibit 1 and other copies of relevant pages from WT's bid were made from the original bid and not the public copy.

² Upon information and belief, Horton is signatory to a collective bargaining agreement with AFL-CIO, Local Union 486, Plumbers and Steamfitters.

described in Specification 23 in its quote. However, Horton is not included on the City's MBE list of either HVAC or HVACR subcontractors. Please see Exhibit 4, a list of City Directory MBE HVAC subcontractors, and Exhibit 5, a list of City Directory MBE HVACR subcontractors. Nor does Horton's name appear among those firms certified to perform the sheet metal work described in Specification 23.³ Exhibit 6 shows that the value of sheet metal work amounts to about 25% of the total amount allocated to Horton. Accordingly it cannot be overlooked as incidental to some other work for which Horton maybe certified to perform and it exceeds the amount Horton would be permitted to further subcontract, unless to another certified MBE.

It is with purpose that I say that Horton is not listed as a HVAC or HVACR subcontractor, rather than that Horton is not certified as such. The City Directory does not contain consistent or uniformly recognized definitions or descriptions of the services that the firms listed are certified to perform. As a result, MWBOO sometimes makes its decision as to what a firm is certified to perform by reliance upon the opinions of city engineers rather than the actual meaning of the words used in the Directory. Unfortunately that seemingly logical and neutral practice replaces the objective use of the Directory with a system fraught with the opportunity for subjective mischief. Nonetheless, even if Horton is somehow deemed to be certified to perform HVAC or HVACR work, WT missed the MBE goal by at least \$209, 000, if it included the sheet metal work incorporated in Horton's SCL.

2. **Priority Construction Corp/Rowen Concrete/Moisture Proof.** WT has listed an MBE, Priority Construction Corp. to perform concrete construction work (Exh. 8) utilizing, apparently, ready mix concrete to be supplied by Rowen Concrete, Inc., a WBE (Exh.9). If that is so, WT's bid represents a transparent and prohibited subterfuge. There is no commercial reason for WT to purchase \$70,000 worth of concrete for Priority's use except to obtain WBE credit for buying it from Rowen. This type of artifice violates the spirit if not the letter of Art. 5, Subtitle 28-32 of the MBE Code, which contemplates that utilization credit only be given when the MBE or WBE's participation is obtained in a manner consistent with industry standards.⁴

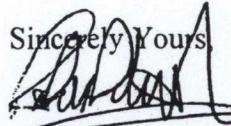
Even if not reduced for that reason, WT cannot be credited for the claimed \$174,500 WBE participation of Moisture Proof and Masonry, Inc., (Exh.10), because, contrary to WT's assertion, there is no "brick paving" or "cobblestone paving" to be performed under the Contract. Without exception, the Board has held that where a bidder includes non-contract work for which no dollar amount has been assigned *in the bid*, the entire item must be rejected. To rule otherwise would give bidders a prohibited opportunity to alter their bids after bid opening.

³ As shown in Exhibit 7, sheet metal work is within the jurisdiction of AFL-CIO Local Union 100. Upon information and belief, Horton is not party to a collective bargaining agreement with that local union.

⁴ WT's MBE participation would be subject to a reduction in like amount if Priority intends to buy its own concrete and included that amount in its price.

For the foregoing reasons we respectfully maintain that the bid submitted by WT does not demonstrate compliance with either the MBE or WBE participation goals of the Contract. It follows then that the Board should award the Contract to Shaney, the responsible bidder that submitted the lowest responsive bid.

Sincerely Yours,



Robert Fulton Dashiell

Exhibit 1

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

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

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

Name of Prime Contractor: The Whiting-Turner Contracting Company
Name of MBE or ~~WBE~~ HORTON MECHANICAL CONTRACTORS, INC.

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

Materials/Supplies to be furnished by MBE or ~~WBE~~:

Subcontract Amount: \$ 850,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 7.9 %

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

African American % Asian American ... %

Hispanic American % Native American.. %

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

Signature of Prime Contractor (REQUIRED) _____ Date 4/11/12

Keith R. Horton
Signature of MBE or ~~WBE~~ (REQUIRED) _____ Date 4/11/12
KEITH R. HORTON, PRESIDENT

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

Exhibit 2

**PART C: MBE/WBE PARTICIPATION
AFFIDAVIT**

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 12% and the WBE goal of 3% for the contract shown at the top of this page. Contractor has achieved the following participation:

MBE-\$ 1,300,516.00 or 12.2 % and WBE-\$ 334,320 or 3.1 % of the total contract amount which is \$ 10,699,000.00.

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 (2007 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

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

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

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

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

The Whiting-Turner Contracting Company
Contractor Company Name
300 East Joppa Road
Baltimore, MD 21286
Address

Bernard LaHatte
Signature
Bernard LaHatte, Vice President
Print Name and Title

Sworn and subscribed before me this 11th day of April, in the year 2012.

[Signature]
Notary Public

Exhibit 3



100% Certified African American
Owned Contractor

Horton Mechanical Contractors, Inc.

SPECIALIZING IN:

INDUSTRIAL PIPING • POWER PLANTS • SHEET METAL
WATER/WASTEWATER TREATMENT • PREVENTATIVE MAINTENANCE/CONTRACTS
ELECTRICAL • CONTROLS & INSTRUMENTATION
RESPONSIVE, RESPONSIBLE, RELIABLE

Baltimore City MBE #89-00047
Maryland DOT MBE #89-055

SCOPE CONFIRMATION LETTER

April 11, 2012 @ 11:00 a.m.

BACK RIVER WWTP – SCUM & GREASE SYSTEM

Our Bid No. 2012-026

We are pleased to quote the plumbing & HVACR / process piping and equipment installation portion of the above referenced project, including Divisions 22, 23, 44 and inclusive of drawings M-01 through M-09, H-1 through H-3 & Steam Piping on "C" drawings dated 11/2011.

A) We also acknowledge the following addenda:

- Addendum # 1 dated 02/23/12
- Addendum # 2 dated 03/16/12
- Addendum # 3 dated 03/28/12

B) The following are not including in this proposal:

- Cutting
- Fire Protection
- Painting / Coatings
- Premium Time
- Dust Control
- Roofing Work
- Bypass Pumping / Diversion of Flow
- Demolition (Cut & Cap Only)
- Sediment & Erosion Control
- Mold, Fungi, or Bacteria Claims
- Rock Removal
- Site Dewatering / Well Point Systems
- Temporary Facilities & Controls & Services
- Engineering or Design
- Asphalt Cutting, Removal or Replacement
- Liquidated Damages Beyond Our Control
- Pump Alignment or Vibration Testing
- Access Hatches / Frame & Covers
- Vaults / Manholes
- Select Fill
- Quality Control Personnel
- Lubricants
- Control Panels
- Transfer Liquid Sewage / Sludge
- Structural Grouting or infilling of tanks or vaults
- Patching
- Damp-proofing or Waterproofing
- Bond Cost
- All Concrete Work
- Field Engineering / Surveyor
- Utility Permits or Fees
- Landscaping / Site Restoration
- Chemical Filling
- Professional Land Surveyor
- Pipe Bollards
- Ceiling Removal & Replacement
- Connection to Site Utilities
- Signage
- Jet Blasting / Tank Cleaning
- Soil Compaction Testing Agency
- Dumpster Fees
- Plant Operation / Commissioning
- Fire Hydrants
- Utility Usage Cost
- Lintels
- Concrete Restoration
- Gutters and Downspouts
- Structure Leak Testing
- Excavation & Backfill
- VFC's (262923)

HVAC
Plumbing
\$ 850,000
\$ 209,000
1,059,000
1,244,500
\$ 1,305,000

We look forward to working with you on this project. If you should have any questions, please do not hesitate to call.

Sincerely,

Horton Mechanical Contractors, Inc.

Wayne A. Fishpaw
Chief Estimator

cc: File

Exhibit 4

Category: HVAC

Baltimore City
MBiz
Certified

Company	Type	Race	Cert_No
A W A Mechanical, Inc.	MBE	African American	95-002754
Absolute Supply & Servi	M/WBE	African American	10-357870
Advanced Heating & Co	MBE	Hispanic American	08-004979
Aegis Mechanical Corp	MBE	African American	11-358105
American Contractors C	MBE	African American	10-357846
Arctic Insulation, Inc.	MBE	Hispanic American	03-004397
B P P W Piping And Pip	MBE	African American	10-357893
Bey Refrigeration & He	MBE	African American	89-000747
Coldspring Company, Ir	MBE	African American	88-000596
D D Air Conditioning, R	MBE	African American	89-000733
King Mechanical Comp	MBE	African American	12-358204
Metal Men, Llc	MBE	African American	09-000052
Molecular Systems, Inc.	MBE	African American	07-004882
Penguin Heating And Ai	MBE	Asian American	90-001654
Reliable Heating & Cool	MBE	African American	11-358118
South Mountain Mechar	MBE	Hispanic American	11-358071
Spears Mechanical Con	MBE	African American	96-002986
T R A Preventive Maint	MBE	African American	12-358222
Temp Air Company, Inc	MBE	Hispanic American	07-004887
Trinmar Contracting Sei	MBE	African American	02-004232
V.T.A.C. General Contr	MBE	Hispanic American	10-357987

First Name	Last Name	Address	City
Alphonso	Washington	1445 N. Rolling Road	Baltimore
Paula L.	Tilghman	2800 Eastern Blvd.	Baltimore
Luis	Villafania	212 Business Center Dr	Reisterstown
Barnett	Carroll, Jr.	2034 Lord Baltimore Dri	Baltimore
James R.	Hurt	818 N. Franklinton Ro.	Baltimore
Edwin	Torres	1826 E. Joppa Road	Baltimore
Tyrone	Bost	705 Dorchester Road	Catonsville
Sunni H.	Karnatu-Bey	7913 Chipper Road	Baltimore
Harold F.	Scott	4409 Towanda Avenue	Baltimore
Daniel	Williams	14 North Carey Street,	Baltimore
Eric	Maroya	1718 Belmont Avenue,	Windsor Mill
Artie	Robinson-El	1365 Kenton Road	Parkville
Mack M.	Jenkins	3051 Washington Blvd.,	Baltimore
Timothy S.	Clemons	5710 Furnace Avenue,	Elkridge
Thomas	Christian	7603 Ellie Lane	Windsor Mill
Enrique F.	Lopez	3207-A Corporate Cour	Ellicott City
Andrew M.	Spears	5612 Gwynndale Avenu	Gwynn Oak
Allen	Washington	6026 Chesworth Road	Catonsville
Alfred A.	Bobes	5623 Reisterstown Roa	Baltimore
Hayden	Hall	1119 East 30Th Street	Baltimore
Vitaliano	Duran	10266 Wilde Lake Terr	Columbia

State	Zip	Phone	Fax
Md	21228-	(410)788-3535	(410)788-4040
Md	21220-	(301)440-6056	(888)559-9693
Md	21136-	(410)833-9445	(410)833-9322
Md	21244-	(443)436-6001	(443)436-6002
Md	21216-	(410)361-1423	(410)779-9240
Md	21234-	(410)661-3141	(410)661-3144
Md	21228-	(410)978-6889	(866)703-2659
Md	21244-	(410)922-7829	(410)367-8269
Md	21215-	(410)367-8719	(410)367-9080
Md	21223-1818	(410)539-4000	(410)528-8842
Md	21244-	(410)265-0078	(410)265-0097
Md	21234-	(443)629-5353	(410)665-1374
Md	21230-	(410)644-2118	(410)644-2188
Md	21075-	(410)540-9245	(410)540-9247
Md	21244-	(443)415-0380	(410)496-8021
Md	21042-	(877)293-9955	(301)293-3109
Md	21207-	(410)574-6200	(410)574-6300
Md	21228-	(410)455-5200	()-
Md	21215-	(410)358-8078	(410)358-8086
Md	21218-	(410)235-3806	(410)235-3807
Md	21044-	(410)609-0117	(410)730-6253

E-Mail	Serv_Desc	Expiration Date	Extended Date
awashington@comcast.	HVACR	12/06/2012	
ptilghman@absolute-sa	HVAC--PLUMBING EQ	03/07/2012	06/07/2012
maryjo@advancedhc.cc	HVAC SERVICE AND II	05/12/2012	
Barnett@Aegismechani	HVAC AND PLUMBING	04/13/2013	
americancontractorsinc	CARPENTRY, DRYWA	01/26/2012	04/26/2012
arcticet@aol.com	HVAC INSULATION	11/22/2012	
bosttyrone@aol.com	PLUMBING, HVAC, PIF	04/12/2012	07/12/2012
sunnibey@verizon.net	INSTALLATION AND S	12/27/2013	
Coldspringco@msn.con	INSTALLING AND SER	04/04/2012	07/04/2012
	HVAC, HVAC/GAS COI	10/03/2012	
Kingmechanical@verizc	FA/HVACR CONTRAC	01/08/2014	
metalmenllc@comcast.	HVAC	05/24/2013	
msi9200@aol.com	WHOLESALE HVAC SI	12/22/2011	
Penguin@Penguinmc.c	INSTALLATION & REP,	10/03/2013	
tchristian1230@verizon.	HVACR CONTRACTOF	05/11/2013	
mhester@smmci.com	HVACR, MECHANICAL	02/21/2013	
mspears@spearsmech:	PLUMBING, ELECTRIC	05/05/2012	08/05/2012
match3637@yahoo.com	HVAC MAINTENANCE	02/21/2014	
tempaircompany@yaho	HVACR	02/25/2012	05/25/2012
hhall@trinmarcontractin	PLUMBING, PROCESS	05/13/2012	
vtacgeneral@yahoo.cor	HVACR CONTRACTOF	09/08/2012	

Exhibit 5

Category: HVAC R

Balto. City
MBE
Cert. Genl

Company	Type	Race	Cert_No
A W A Mechanical, Inc.	MBE	African American	95-002754
American Contractors C	MBE	African American	10-357846
Coldspring Company, Ir	MBE	African American	88-000596
King Mechanical Comp	MBE	African American	12-358204
Reliable Heating & Cool	MBE	African American	11-358118
South Mountain Mechar	MBE	Hispanic American	11-358071
Spears Mechanical Con	MBE	African American	96-002986
Temp Air Company, Inc	MBE	Hispanic American	07-004887
Trinmar Contracting Ser	MBE	African American	02-004232
V.T.A.C. General Contr	MBE	Hispanic American	10-357987

2

First Name	Last Name	Address	City
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Harold F.	Scott	4409 Towanda Avenue	Baltimore
Eric	Maroya	1718 Belmont Avenue,	Windsor Mill
Thomas	Christian	7603 Ellie Lane	Windsor Mill
Enrique F.	Lopez	3207-A Corporate Court	Ellicott City
Andrew M.	Spears	5612 Gwynndale Avenue	Gwynn Oak
Alfred A.	Bobes	5623 Reisterstown Road	Baltimore
Hayden	Hall	1119 East 30Th Street	Baltimore
Vitaliano	Duran	10266 Wilde Lake Terr	Columbia

3

State	Zip	Phone	Fax
Md	21228-	(410)788-3535	(410)788-4040
Md	21216-	(410)361-1423	(410)779-9240
Md	21215-	(410)367-8719	(410)367-9080
Md	21244-	(410)265-0078	(410)265-0097
Md	21244-	(443)415-0380	(410)496-8021
Md	21042-	(877)293-9955	(301)293-3109
Md	21207-	(410)574-6200	(410)574-6300
Md	21215-	(410)358-8078	(410)358-8086
Md	21218-	(410)235-3806	(410)235-3807
Md	21044-	(410)609-0117	(410)730-6253

E-Mail	Serv_Desc	Expiration Date	Extended Date
awashington@comcast.	HVACR	12/06/2012	
americancontractorsinci	CARPENTRY, DRYWA	01/26/2012	04/26/2012
Coldspringco@msn.con	INSTALLING AND SER	04/04/2012	07/04/2012
Kingmechanical@verizc	FA/HVACR CONTRAC	01/08/2014	
tchristian1230@verizon.	HVACR CONTRACTOF	05/11/2013	
mhester@smmci.com	HVACR, MECHANICAL	02/21/2013	
mspears@spearsmech:	PLUMBING, ELECTRIC	05/05/2012	08/05/2012
tempaircompany@yaho	HVACR	02/25/2012	05/25/2012
hhall@trinmarcontractin	PLUMBING, PROCESS	05/13/2012	
vtacgeneral@yahoo.cor	HVACR CONTRACTOF	09/08/2012	

Exhibit 6

AMPLE SHEET METAL, INC
 7501 CONNELLEY DRIVE HANOVER, MD. 21076-1663
 PHONE (410) 760-8401 FAX (410) 760-6365

*Dedicated for
 HMC on
 10/12/2011
 Max*

SHEET METAL SCOPE OF WORK

Company		Project Bidder	
Attention		Bryan Malle	
Project	Back River WWTP Scum Grease System Improvement	Drwg. Date:	Bid Date:
Location	Dundalk, MD	2/27/2012	4/11/2012

	FURNISH	INSTALL	SET ONLY	COMMENTS
1 Galvanized Ductwork Casing	X	X		<i>As Shown Only</i> <i>9-Steel / Add \$4,875.00 For S.S. In SRS Bldg FRP Duct</i>
2 SRS Building AHU SA & RA Duct	X	X		
3 FRP Ductwork	X	X		
4 FRP Support Brackets	X	X		
5 Aluminum Ductwork				
6 Stainless Steel Ductwork				<i>As Shown Only</i> <i>Excluding Fan For Oder Control System</i> <i>1201 590</i> <i>251 800</i> <i>451</i>
7 Sound Lining W/ Antimicrobial Coating				
8 Register, Grilles And Diffusers	X	X		
9 Slot Diffusers				
10 Air-Tights w/Dampers & Flex Duct				
11 Fire Dampers And Sleeves				
12 Combination Fire/Smoke Dampers				
13 Motor Operated Dampers				
14 Fans	X	X		
15 Stainless Steel Exhaust Hood				
16 Duct Access Doors Only				<i>As Shown Only</i> <i>204,300</i> <i>4875</i> <i>4875</i>
17 Louvers & Dampers	X	X		
18 Curb and Equipment Rails				
19 V.A.V. Boxes / V.V.T. Boxes				
20 Fan Powered Boxes				
21 Duct Heaters				
22 Duct Humidifiers				
23 Duct Reheat Coils				
24 Sound Attenuations				
25 Vent Caps and Goosenecks				
26 Boiler, Heater, Kilm etc.-Vent System				<i>No Coordination or Shop Drawings / As built Only</i> <i>Standard Shipping Only</i> <i>As Indicated ("Shown") on Drawings Only</i> <i>Any & All Concrete Work Including Anchor Bases</i>
27 As Built Drawings Only	X	Red	Line	
28 Duct Leak Testing				
29 Duct Sealant	X	X		
30 Drain Pans				
31 Security Bars / Man Bars				
32 Temporary Protective Duct Covering				
33 T.P.D.C. / With alcohol Wipe Down				
34 Quick Shipping				
35 Duct Identification Labels				
36 Demolition - Ductwork Only	By Others	By Others	*	
37 Cut & Cap - Ductwork Only				
38 Crane Lift				
39 Trench Excavation & Preparation	By Others	By Others		
40				

Base Bid **\$204,500.00 + 4875**

EXCLUSIONS: Air measure devices, Smoke detectors, All steel work, The cutting or patching of all walls, floors, And all roofs penetrations, Roofing, External insulation, Drywall access doors, Duct counter flashing, Fire stopping, Crain Temporary property protection, Barriers or Dust control, Fire stopping, Duct preparation, Priming or Painting, All control work, Air balancing, Duct or R.G & D cleaning, Access doors for cleaning, Air balancing, Temporary ductwork, Permits, Ceiling or grid removal (Determined By Ample), Premium time, No coordination Drwgs or Shop Drwgs, Submittals Only
 No Factory Or Shop Applied Antimicrobial Coating Will Be Provided By Ample Sheet Metal, Inc. For Metal Ductwork

Exhibit 7

Re: Sheet Metal Contractors

From: "Sewell, Chuck" <csewell@smwia100.org>
To: Shaney Construction
Subject: Re: Sheet Metal Contractors
Date: May 1, 2012 6:46 AM
Attachments: Baltimore Contractor List 5 02 2012.pdf

Mark,

Good Morning,

Here is the contractor list as per our phone conversation yesterday.

If you have any questions, please do not hesitate to call.

Thanks,

On Mon, Apr 30, 2012 at 12:00 PM, Shaney Construction <shaneyconstruction@earthlink.net> wrote:
Chuck-sorry we've missed calls & we finally spoke-Mark..

—Original Message—

From: "Sewell, Chuck"
Sent: Apr 28, 2012 9:23 AM
To: shaneyconstruction@earthlink.net
Subject: Sheet Metal Contractors

Mark,

Good Morning,

I spoke with John and he explained to me you are looking for sheet metal contractors to bid work. I called and left a message Friday. Feel free to give me a call cell [\(443\) 794-9359](tel:4437949359) or I will call you next week to get the information and get you in touch with our contractors.

Thank You,

—
Charles Sewell
Sheet Metal Workers Local 100
Business Representative
4705 Erdman Ave.
Baltimore, MD 21205
PH [\(410\) 732-1849](tel:4107321849)
Fax [\(410\) 675-1345](tel:4106751345)
Cell [\(410\) 794-9359](tel:4107949359)

Notice new email address:
csewell@smwia100.org

—
Charles Sewell
Sheet Metal Workers Local 100
Business Representative
4705 Erdman Ave.
Baltimore, MD 21205
PH [\(410\) 732-1849](tel:4107321849)
Fax [\(410\) 675-1345](tel:4106751345)
Cell [\(410\) 794-9359](tel:4107949359)

Notice new email address:
csewell@smwia100.org

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL 100
 4725 SILVER HILL ROAD
 SUITLAND, MD 20746
 301-568-8655
 800-492-8004

CONTRACTORS IN SIGNED AGREEMENT WITH LOCAL 100
 BALTIMORE, MARYLAND AREA

REV. 06/02/2010

<u>NAME & ADDRESS</u>	<u>PHONE NUMBER</u>	<u>TYPE OF WORK</u>
AMERICAN TESTING 3220-F CORPORATE COURT ELLCOTT CITY, MD 21043	410-461-6211 (BALT) 301-854-2117 (WASH) CONTACT: PAT KELLY OR MIKE KELLY	TESTING & BALANCING
AMPLE SHEET METAL P.O. BOX 936 PASADENA, MD 21123-0639	410-760-6401 CONTACT: GARY MARSH BRYAN MALLE	HVAC & INDUSTRIAL
ATLAS SHEET METAL CO., INC. P.O. BOX 20657 BALTIMORE, MD 21223-3425	410-947-0620 CONTACT: RICHARD TITUS	HVAC
FINGLES METALWORKS, INC. 2256 REISTERSTOWN ROAD BALTIMORE, MD 21217	410-523-3300 CONTACT: LONDON ANTHONY OR JERRY CROWLEY	
L.D. BURKINDINE SHEET METAL 531 WHITE MARSH ROAD CENTREVILLE, MD 21617	410-482-9090 CONTACT: LAWRENCE BURKINDINE	HVAC
R.E.L. SCHNEIDER & COMPANY 4804 CURTIS AVENUE BALTIMORE, MD 21226	410-355-2120 CONTACT: BOB SCHNEIDER, JR.	HVAC & INDUSTRIAL
SENECA BALANCE OF MARYLAND, INC. 8019 BELAIR ROAD, STE. 9 BALTIMORE, MD 21206	410-665-1281 CONTACT: STAN FLEISCHER OR ERIC FLEISCHER	TESTING & BALANCING
STROMBERG METAL WORKS 1927 LANSDOWNE ROAD BALTIMORE, MD 21227	410-242-4903 CONTACT: DAVE WEBER	HVAC & INDUSTRIAL
WARREN EHRET COMPANY 610 W. WEST STREET BALTIMORE, MD 21230	410-752-4922 CONTACT: BRAD KOCH	HVAC ARCHITECTURAL WELDING ROOFING & INDUSTRIAL
WEISMAN, INC. 604 PROVIDENCE ROAD BALTIMORE, MD 21204	410-296-9070 CONTACT: JOE WEISMAN	TESTING & BALANCING

Exhibit 8

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

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

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

Name of Prime Contractor: The Whiting-Turner Contracting Company
Name of MBE or WBE: PRIORITY CONSTRUCTION CORP

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 450,516.⁰⁰ (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 4.2 %

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

African American % Asian American ... %
Hispanic American % Native American.. %

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

[Signature] _____ Date 4/9/12
Signature of Prime Contractor (REQUIRED)

[Signature] _____ Date 04-09-12
Signature of MBE or WBE (REQUIRED)

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

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

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

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

Name of Prime Contractor: The Whiting-Turner Contracting Company
Name of MBE or WBE Rowen Concrete, Inc.

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

Materials/Supplies to be furnished by MBE or WBE:
Ready mix Concrete

Subcontract Amount: \$ 70,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.7 %

(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] _____ 4/9/12
Signature of Prime Contractor (REQUIRED) Date

[Signature] _____ 4/9/12
Signature of MBE or WBE (REQUIRED) Date

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

SANITARY CONTRACT NO. 870

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

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

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

Name of Prime Contractor: The Whiting-Turner Contracting Co.
Name of MBE or WBE: MOISTURE PROOF & MASONRY, INC. QNH#01-004011

Brief Narrative Description of the Work/Service to be performed by MBE or WBE: Exp: 1/5/13
Masonry, Concrete and Brick Paving
Cobblestone Paving

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 174,500.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 1.6 %

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

African American % Asian American ... %
Hispanic American % Native American.. %

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

Signature of Prime Contractor (REQUIRED) Date 4/9/12

Signature of MBE or WBE (REQUIRED) Date 4/9/12

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

MINUTES

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

BIDS, PROPOSALS AND CONTRACT AWARDS

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

Bureau of Water and Wastewater - WC 1238, Locating & Resetting Meter Vaults and Renew Water Supply Services
BIDS TO BE RECV'D: 08/08/2012
BIDS TO BE OPENED: 08/08/2012

Bureau of Purchases - B50002366, General Bus Transportation Charter
BIDS TO BE RECV'D: 08/08/2012
BIDS TO BE OPENED: 08/08/2012

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

Department of Transportation - TR 12018, Structural Repairs on Bridges Citywide JOC1

Concrete General, Inc.
 Anchor Construction Corporation
 Civil Construction, LLC
 John W. Brawner Contracting Co., Inc.

MINUTES

Allied Contractors, Inc.
 Covington Machine & Welding,
 Inc.
 Cianbro Corporation

Department of Recreation
 and Parks

- RP 11820, Carroll Park Field
 House

JLN Construction Servicers,
 LLC
 E. Pikounis Construction Co.,
 Inc.
 JAK Construction Co., Inc.
 Allied Contractors, Inc.
 Orfanos Contractors, Inc.
 Plano-Coudon, LLC
 Towson Mechanical, Inc.

Bureau of Purchases

- B50002330, Marketing Partner-
 ship Program (**Technical**)

The Superlative Group
 Brite Media Group *
 Legends Sales & Marketing
 Clear ChannelOutdoor

*UPON FURTHER MOTION, the Board found the bid of Brite Media Group Non-Responsive due to the company's failure to submit the required documentation and information as required under the request for proposals.

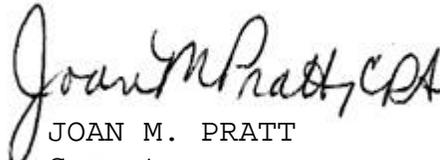
MINUTES

Bureau of Purchases

- B50002491, Liquid Sodium
Bisulfite

Thatcher Company of New York
JCI Jones Chemicals, Inc.
Southern Ionics, Inc.
PVS Chemical Solutions, Inc.
Univar USA, Inc.

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, August 1, 2012.


JOAN M. PRATT
Secretary