

MINUTES**REGULAR MEETING**

Honorable, Stephanie Rawlings-Blake, President
 Honorable, Sheila Dixon, Mayor
 Honorable, Joan M. Pratt, Comptroller and Secretary
 George A. Nilson, City Solicitor
 David E. Scott, Director of Public Works
 Donald Huskey, Deputy City Solicitor
 Ben Meli, Deputy Director of Public Works
 Bernice H. Taylor, Deputy Comptroller and Clerk

The meeting was called to order by the President.

BOARDS AND COMMISSIONS1. 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:

Barco Enterprises, Inc.	\$	8,000,000.00
Bardon Inc. d/b/a Aggregate Industries	\$	1,000,000,000.00
Casper Colosimo Sons, Inc.	\$	38,925,000.00
Controlled Demolition, Inc.	\$	8,000,000.00
L.A. Fritter & Son, Inc.	\$	549,000.00
Homewood General Contractors, Inc.	\$	8,000,000.00
The Marksmen, Co., Inc.	\$	8,000,000.00
Miller Long & Arnold Co., Inc.	\$	217,773,000.00
Roussos Painting Co., Inc.	\$	7,569,000.00
Shirley Contracting Company, LLC	\$	57,258,000.00
G.A. & F.C. Wagman, Inc.	\$	248,094,000.00
Wrecking Corporation of America, St. Louis, Inc.	\$	8,000,000.00

MINUTES

BOARDS AND COMMISSIONS - cont'd2. Prequalification of Architects and Engineers

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

Accumark, Inc.	Engineer
Athavale, Lystad & Associates, Inc.	Engineer
E.B. Advanced, P.C.	Architect Engineer
Gershman, Brickner & Bratton, Inc.	Engineer
Johnson, Mirmiran & Thompson	Architect Engineer Land Survey
Traffic Group, Inc.	Property Line Survey Engineer

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

MINUTES

Department of General Services - 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.	214 E. Lexington Street	214 East Lexington Street Limited Partnership	Retain dumpster 3' x 4'
	Annual Charge: \$ 168.00		
2.	423 S. Conkling St.	Jessie Ponerres	Retain single face electric sign 5' x 2'
	Annual Charge: \$ 119.51		
3.	218 E. Lexington St.	MCF Capitol, Inc.	Retain dumpster 3' x 4'
	Annual Charge: \$ 168.00		
4.	316 N. Charles St.	Bread and Butter Three, LLC	Retain awning w/ signage 28' x 1½'
	Annual Charge: \$ 357.20		
5.	5500 Gwynn Oak Ave.	Avalon-Gwynn Oak, LLC	One 4" conduit @ 66'
	Annual Charge: \$ 231.00		

MINUTES

DGS - cont'd

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
6.	3600 S. Hanover St.	Royal Realty Group, LLC	Retain awning w/ signage 14'x 3½', one single face electric sign 6' x 3', four tubes
	3606 S. Hanover St.	Royal Realty Group, LLC	Retain awning w/ signage 18' x 2½', one flat sign 8' x 2½'
	Annual Charge: \$1,053.49		
7.	335 S. Conkling St.	Jan B. Abrams I	Retain awning w/ signage 12' x 3' 9"
	Annual Charge: \$ 308.04		
8.	4616-18 Eastern Ave.	Pete Koroneos	Outdoor seating 20' x 4'
	Annual Charge: \$ 337.50		
9.	322 N. Charles St.	RWN 322-328 North Charles Street, LLC	Retain awning w/ signage 5½' x 1½'
	Annual Charge: \$ 358.87		
10.	231 S. Broadway	Billings and Lavangnino, Inc.	Retain flat sign 13' x 2'
	Annual Charge: \$ 119.51		
11.	403 S. Broadway	M & Y, LLC	Retain awning w/ signage 14'3" x 1½', four tubes
	Annual Charge: \$ 418.71		

MINUTES

DGS - cont'd

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
12.	701 S. Bond St.	JAM-1, LLC	Retain awning w/ signage 4'9"x 2'
	Annual Charge: \$ 105.50		
13.	1501 S. Clinton St.	Canton Crossing Tower, LLC	Six 6" conduits @ 25'
	Annual Charge: \$ 525.00		
14.	2922 E. Madison St.	Dynix, LLC	Cellar door 3' x 4'
	Annual Charge: \$ 140.40		
15.	1061 S. Charles St.	Dolaway, L.L.C.	Retain bracket sign 2½' x 2' one flat sign 2'10" x 2', four spot reflectors, two bump outs
	Annual Charge: \$ 414.89		

There being no objections the Board, UPON MOTION duly made and seconded, the Board approved the minor privilege permits.

MINUTES

PERSONNEL MATTERS

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UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

3534 - 3544

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

PERSONNELHealth Department

	<u>Hourly Rate</u>	<u>Amount</u>
1. JOANN HUNTER	\$10.00	\$ 2,600.00
2. CINA LATRICE MORRIS	\$10.00	\$ 2,600.00

Account: 4000-422509-3030-273090-601009

These individuals will work as Outreach Workers for the Sexually Transmitted Disease (STD/HIV) Prevention Program. Each worker will be responsible for the recruiting of clients for STD/HIV testing in community settings with high incidence of syphilis and/or HIV infection. Additionally, they will provide client-based health education and risk reduction counseling for STD and HIV prevention, complete intake forms, assist with the collection of gonorrhea and chlamydia specimens, and assist with setting up and breaking down outreach equipment.

3. JAMES WILSON, JR.	\$13.00	\$ 3,380.00
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Account: 4000-422509-3030-273090-601009

Mr. Wilson will work as an Outreach Worker/Phlebotomist for the Sexually Transmitted Disease (STD/HIV) Prevention Program. He will be responsible for the recruiting of clients for STD/HIV testing in community settings with high incidence of syphilis and/or HIV infection. He will provide phlebotomy services testing for syphilis and HIV adhering to standard biohazard precautions, distribute client incentives and maintain the incentive log. He will also assist with urine-based screening for gonorrhea and chlamydia, as well as assure that all test specimens are appropriately packaged and delivered to the Bureau of Disease Control Lab. Mr. Wilson will also provide client based health education and risk reduction counseling for STD and HIV prevention, complete intake forms, client logs and other paper work associated with the outreach testing program, and assist with setting up and breaking down outreach equipment.

MINUTES

PERSONNELHealth Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
4. CHIQUETTA M. JONES	\$12.00	\$ 3,120.00
5. DURRYLE NORRIS BROOKS	\$12.00	\$ 3,120.00

Account: 4000-422509-3030-273090-601009

These individuals will work as Outreach Workers/Special Populations for the Sexually Transmitted Disease (STD/HIV) Prevention Program. Their duties will include, but are not limited to recruiting of clients for STD/HIV testing in community settings with high incidence of syphilis and/or HIV infection. Each worker will identify venues and key community stakeholders to reach priority populations such as youth and Men Who Have Sex With Men, provide client based health education and risk reduction counseling for STD and HIV Prevention, complete intake forms, assist with the collection of gonorrhea and chlamydia specimen, and assist with setting up and breaking down outreach equipment.

6. BRIAN K. SMITH	\$13.00	\$ 5,070.00
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Account: 4000-422509-3030-273090-601009

Mr. Smith will work as an Outreach Worker/Driver for the Sexually Transmitted Disease (STD/HIV) Prevention Program. His duties will include but are not limited to recruiting of clients for STD/HIV testing in community settings with high incidence of syphilis and/or HIV infection. He will drive the outreach vans, distribute client incentives and maintain the incentive log. He will assist with urine based screening, assure that all test specimens are appropriately packaged and delivered to the lab, provide health education and risk reduction counseling, complete intake forms, client logs and other paperwork associated with the outreach testing program, and assist with setting up and breaking down outreach equipment.

The period of the agreement is October 1, 2009 through December 31, 2009.

MINUTES

PERSONNELHealth Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
7. NATHANIEL ISAAC	\$17.50	\$22,750.00

Account: 5000-521110-3040-A00000-601009

Mr. Isaac will work in the Community Risk Reduction-Needle Exchange Program. Mr. Isaac will provide syringe exchange services, HIV/AIDS counseling, testing, and referral including phlebotomy; wound care assistance, health education risk reduction training, and referrals for drug treatment. The period of the agreement is October 1, 2009 through September 30, 2010.

8. WANELLA TAYLOR, R.N.	\$27.15	\$21,177.00
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Account: 6000-624910-3100-297101-601009

Ms. Taylor will work as a Registered Nurse for the School Health Program. She will be responsible for classroom visitation and promoting school-based health center enrollment. She will also perform risk assessments on new enrollees (GAPS and elementary surveys), refer students and their families to appropriate resources in the school-based health center, the Department and the community, provide case management, and contact families of children without health insurance to enroll children in the school-based health center. The period of the agreement is October 1, 2009 through June 30, 2010.

MINUTES

PERSONNELCommission on Aging and Retirement Education (CARE)

	<u>Hourly Rate</u>	<u>Amount</u>
9. SHIRLEY LOWERY	\$ 7.25	\$ 7,540.00
10. VIOLETTA PETERS	\$ 7.25	\$ 7,540.00

Account: 4000-433510-3250-319700-601009

Ms. Lowery and Ms. Peters will each continue to work as a Nutrition Aide for the Waxter Center. They will be responsible for setting up the kitchen and dining room area for breakfast and lunch, serving food, and assisting seniors that cannot seat or serve themselves. In addition, Ms. Lowery and Ms. Peters will assist with storing the food products properly and cleaning the kitchen after breakfast and lunch are served. The period of the agreement is October 1, 2009 through September 30, 2010.

11. PHYLLIS E. BYRD	\$ 7.255	\$ 7,540.00
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Account: 4000-433510-3250-319700-601009

Ms. Byrd will continue to work as a Receptionist for the Waxter Center. She will be responsible for greeting and directing visitors and clients and answering the telephones and directing incoming calls. In addition, she will compile reports on incoming calls and assist members with the Touch Screen System. The period of the agreement is October 1, 2009 through September 30, 2010.

MINUTES

PERSONNELCARE - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
12. SUE MICKLO	\$ 8.00	\$ 8,320.00

Account: 4000-432910-3250-319700-601009

Ms. Micklo will work as a Care Aide at the Hatton Senior Center. Her duties will include, but are not limited to reviewing mail, screening telephone calls and visitors, providing information, and working with the Project Manager on specific matters. In addition, Ms. Micklo will set-up and serve meals for the Eating Together Program, assist seniors, advise supervisor on program problems and community resources available for program use, and maintain resource files. The period of the agreement is October 1, 2009 through September 30, 2010.

13. LINDA FUNKHOUSER	\$ 8.25	\$12,012.00
14. OTTOLIE McJILTON	\$ 9.00	\$11,232.00

Account: 4000-432910-3250-319700-601009

Ms. Funkhouser and Ms. McJilton will each continue to work as an Office Assistant for the Hatton Senior Center. They will assist with planning and implementing social, health, educational, recreational, and other program services for program participants. In addition, Ms. Funkhouser and Ms. McJilton will also collect, compile, examine, and report data regarding participants and activities. The period of the agreement is October 1, 2009 through September 30, 2010.

MINUTES

PERSONNELCARE - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
15. THEODORA BUTLER	\$ 9.27	\$ 9,640.80

Account: 4000-432910-3250-319700-601009

Ms. Butler will continue to work as a Food Service Manager. She will ensure receipt and storage of food products, that meals are served, and that the service area and equipment are kept clean and sanitary. In addition, Ms. Butler will prepare and maintain paperwork, the meal count; reservation sheets and document volunteer hours. She will also order supplies and maintain the supply inventory and participant records. The period of the agreement is October 1, 2009 through September 30, 2010.

16. MARVIN BRINKLEY	\$ 9.74	\$18,993.00
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Account: 4000-433510-3250-319700-601009

Mr. Brinkley will continue to work as an Office Assistant at the Waxter Senior Center. He will perform office support duties such as typing, answering telephones, compiling data, scheduling appointments, maintaining report schedules, and advising the manager on Center problems. The period of the agreement is October 1, 2009 through September 30, 2010.

MINUTES

PERSONNELCircuit Court for Baltimore City

	<u>Hourly Rate</u>	<u>Amount</u>
17. YOZMIN T. SHIPMAN	\$18.99	\$36,210.90

Account: 4000-487006-1100-114903-601009

Ms. Shipman will continue to work as a Community Service Investigator. Her duties will include interviewing offenders ordered by the Court to perform volunteer work, making assignments at community-based work site agencies, and monitoring offender compliance. In addition, Ms. Shipman will prepare reports for the Division of Parole and Probation, Judges, and the Assistant State's Attorney. The period of the agreement is October 1, 2009 through September 30, 2010.

18. a. Create the following Non-Civil Service Class:

00898 - Court Reporter
Grade 094 (\$49,114.00 - \$59,919.00)

b. Reclassify the following positions:

Job No. 1100-10289

From: 00867 - Court Technologist
Grade 092 (\$45,090.00 - \$54,906.00)

To: 00898 - Court Reporter
Grade 094 (\$49,114.00 - \$59,919.00)

There are no costs associated with this action.

MINUTES

PERSONNELEmployees' Retirement Systems (ERS)

	<u>Hourly Rate</u>	<u>Amount</u>
19. GARY C. HARRIGER	\$75.00	\$15,000.00
20. DEBRA A. THOMAS	\$75.00	\$15,000.00
21. DEVEREAUX E. STERRETTE	\$75.00	\$15,000.00
22. EDWARD G. DANIELS	\$75.00	\$15,000.00
23. DORENE ROTHMANN	\$75.00	\$15,000.00

Account: 1001-000000-1220-147500-601009

These individuals will work as Disability Services Hearing Examiners. They will be responsible for adjudicating Retirement System disability and death benefit cases at a rate of \$75.00 per hour for time spent in meeting with other Hearing Examiners and associated administrative duties. They will be paid a flat rate of \$350.00 for all ERS, F&P, or EOS disability and death claims for which a written decision is rendered by the Hearing Examiner, if a hearing is held to adjudicate such claim, a flat rate of \$150.00 will be paid for all ERS, F&P, or EOS disability and death claims for which a written decision is rendered by the Hearing Examiner. If no hearing is held to adjudicate such claim, they will be paid a flat rate of \$50.00 for execution of forms approving ERS, F&P, or EOS disability and death claims application withdrawals and forms ordering continuances or discontinuance of reexamination of ERS, F&P, or EOS disability retirees. The maximum amount each Hearing Examiner will be paid is \$15,000.00. The period of the agreement is effective upon Board approval for 1-year.

MINUTES**PERSONNEL**Department of Public Works

	<u>Hourly Rate</u>	<u>Amount</u>
24. JANICE BROWN-HYATT	\$20.76	\$38,061.00

Account: 1001-000000-1900-191700-601009

Ms. Brown-Hyatt, retiree, will continue to work as a Special Communications Coordinator. She will be responsible for conducting site surveys, reviewing blueprints and floor plans pertaining to the installations of communication equipment and services, serving as liaison with the Department of Communication Services regarding relocations, new installations, disconnections and other routine agency transactions. The period of the agreement is October 29, 2009 through October 28, 2010.

Department of Housing and Community Development

25. Transfer the following filled position:

Job Number 5820-48066

00142 - Executive Level I
Grade 948 (\$55,200.00 - \$99,200.00)

From: 4000-492000-5820-410000-601001
To: 4000-209000-5820-409200-601001

Cost: There is no additional cost associated with this action.

Department of General Services

26. Create the following position:

31311 - Administrative Analyst I
Grade 087 (\$36,674.00 - \$50,981.00)
Job number: To be assigned by BBMR

Costs: \$50,218.00 - 1001-000000-1980-194900-601001

(Costs will be charged-off to various capital project accounts.)

MINUTES**PERSONNEL**DGS - cont'd27. A. Create the following five positions:

31314 - Operations Research Analyst
 Grade 116 (\$53,900.00 - \$76,000.00)
 1 Position

31312 - Administrative Analyst II
 Grade 110 (\$40,000.00 - \$56,800.00)
 2 Positions

54212 - Heating and Air Conditioning Technician II
 Grade 432 (\$32,307.00 - \$36,127.00)
 1 Position

31313 - Operations Research Assistant
 Grade 081 (\$29,630.00 - \$35,104.00)
 1 Position

B. Reclassify the following two positions:Job Number: 1980-20403

From: 10172 - Division Chief II
 Grade 952 (\$62,700.00 - \$ 90,000.00)

To: 10173 - Division Chief III
 Grade 955 (\$74,100.00 - \$102,300.00)

Job Number: 1980-35649

From: 72112 - Engineer II
 Grade 113 (\$46,700.00 - \$65,500.00)

To: 72113 - Engineer III
 Grade 116 (\$53,900.00 - \$76,000.00)
 Job numbers to be assigned by BBMR

Cost: \$339,919.00 - 2051-000000-1980-654800-601001

MINUTES

PERSONNELBaltimore Police Department

	<u>Hourly Rate</u>	<u>Amount</u>
28. ANTHONY PAUL ARMETTA	\$14.42	\$ 7,613.76

Account: 4000-453509-2250-526602-601009

Mr. Armetta will work as an Administrator for Baltimore's Gun Offender Registry. He will be responsible for collecting court forms, identifying gun offenders in the Gun Offender Database, maintaining and updating the Gun Offender Database, obtaining all appropriate information from gun offenders subject to the reporting requirements and verifying and updating information in the Gun Offender Database using CJIS, KIS and other criminal justice information systems. The period of the agreement is October 1, 2009 through December 31, 2009.

MINUTES

Department of Law - TRANSFER OF LIFE-TO-DATE
SICK LEAVE

The Board is requested to approve the transfer of LIFE-TO-DATE sick leave days from the listed City employees to the designated employee.

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

Employee - Therese Brunner

<u>NAME</u>	<u>DAYS</u>
Janet Henderson	2
Suzanne Sangree	1
Iris Darby	1
Gwen B. Tromley	1
Joann E. Levin	1
Elva E. Tillman	1
Kyriakos Marudas	3
Adam Levin	3
Sandra Holmes	3
Cynthia Moll	3
Rhonda R. Smith	2
George Nilson	4
Charlene Bradley	1
Beulah Pittman	1
Vicki Johnson	1
Nancy Bavato	2
	<u>30</u>

THE LABOR COMMISSIONER RECOMMENDED APPROVAL.

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

MINUTES

TRANSFERS OF FUNDS

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UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

3547 - 3548

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.

Item no. 4 was **DEFERRED** for 1 week.

The Mayor **ABSTAINED** on items no. 5.

MINUTES

TRANSFER OF FUNDS

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>			
1.	\$ 24,807.85	9950-901605-9507	9950-906605-9508
	MVR	Constr. Res.	Little Italy
		Little Italy	Streetscape
		Streetscape	

This transfer will cover the costs associated with the award of task no. 4 on Project 1074 B/D #08041 assigned to Whitman Requardt & Associates for the development of a Plan and Design for the project, Little Italy Streetscape.

2.	\$157,836.58	9950-904101-9509	9950-903101-9508-3
	MVR	Constr. Res.	Design & Studies
		Fairfield	Fairfield
		Ecological	Ecological
		Indus. Park	Indus. Park

This transfer will clear the existing deficit in the account and fund the costs associated with Project 1074 Task Assignment No. 7 assigned to KCI Technologies, Inc. for design services for the project Fairfield Ecological Industrial Park.

Department of Recreation and Parks

3.	\$ 35,000.00	9938-901752-9475	9938-901699-9474
	Gen. Fund	Reserve - Various	Active - Cylburn
		Parks Improv.	Arboretum

This transfer will provide funds to cover the costs associated with Change Order Nos. 3 and 4 for Cylburn Arboretum Greenhouse Addition project under Contract PB-07808.

(FILE NO. 57076)

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
4. \$280,000.00	9910-906979-9587-	9910-904418-9588-
28 th Comm.	655700-600000	900000-706063
Dev. Bonds	East Baltimore	EBDI Demolition

This transfer will provide funds to East Baltimore Development Incorporated for boarding and cleaning vacant properties in the EBDI development area.

5. \$ 25,000.00	9910-904023-9588-	9910-906726-9588-
27th Comm.	900000-600000	900000-700000
Dev. Bonds	Youth Centers	Uplands

This transfer will provide funds to create a parking strategy and solution for the Uplands community dislocated by the demolition of the former Uplands apartments.

(FILE No. 56376)

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 - Quick-takes</u>			
1. Fred D. and Ruth G. Sampson	921 Vine St.	G/R \$26.25	\$ 175.00

Funds will be transferred prior to condemnation into General Funds, Account No. 9910-901780-9588-900000-704040, Poppleton Project.

The Board is requested to approve acquisition of the ground rent interest by condemnation and quick-take, or in the alternative may, SUBJECT to the prior approval of the Board, make application to the Maryland Department of Assessments and Taxation to redeem or extinguish the ground rent interest for this property.

(FILE No. 57069)

2. Julian Kozar and Trina Pappageorge	2016 Barclay St.	L/H	\$79,000.00
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(FILE No. 57066)Dept. of Housing and Community Development - Options

3. Chris Basgall and Yoko Oishi	2007 Guilford Ave.	L/H	\$127,300.00
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(FILE No. 57066)

Funds are available in UDAG Funds, Account No. 9912-904713-9591-900000-704040, Barclay Project.

4. Priority Trust, LLC	2007 Guilford Ave.	G/R \$120.00	\$ 1,000.00
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Funds will be transferred prior to settlement into, Account No. 9912-904713-9591-900000-704040, Barclay Project.

(FILE No. 57066)

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development - Options - cont'd</u>			
5. Dolphin, Carey, Fairmount, LLC	1100 W. Fairmont Ave.	L/H	\$ 36,036.00

Funds are available in General Funds, Account No. 9910-901780-9588-900000-704040, Poppleton Project.

(FILE No. 57069)

6. Caratel Realty, Inc.	818 E. Preston St.	F/S	\$ 22,000.00
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Funds are available in City Bond Funds, Account No. 9910-904714-9588-900000-704040, Johnston Square Project.

(FILE No. 57070)

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

Baltimore Development Corporation (BDC) - Options

7. The Estate of Earnest Burston by Annye Bynum, Personal Rep.	509 Oldtown Mall	L/H	\$ 35,000.00
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(FILE NO. 57091)

8. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$35,000.00	9910-905575-9600	9910-902879-9601
22 nd Economic Development Funds	Constr. Res. E. Balto. Ind. & Coml. Dev.	Commercial Revitalization

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>BDC - Options</u> - cont'd			

This transfer of funds will provide for the acquisition of 509 Oldtown Mall. The BDC awarded a 5-acre site at Oldtown Mall to Continental Realty in 2005 for the development of a full service grocery store as part of a shopping center or a mixed-use development. The BDC is acquiring additional land to make this site larger. The additional land was offered through a separate RFP issued in April 2008.

(In accordance with Charter requirements, a report has been requested from the Planning Commission, the Director of Finance having reported favorably thereon.)

(FILE NO. 57091)Law Department - Settlements

9. Abu Sesay (previous owner)	2208 E. Lanvale St.	L/H	\$ 13,000.00
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On August 23, 2008, the Board approved the acquisition of the leasehold interest in 2208 E. Lanvale St., by condemnation and quick-take, for the amount of \$55,000.00. The previous owner's appraised value of the leasehold interest was \$97,000.00. Through mediation, the parties agreed to settle the condemnation suit for the amount of \$68,000.00. Therefore, the Board is requested to approve payment of the balance in the amount of \$13,000.00 into the Circuit Court for Baltimore City in settlement of this case.

Funds are available in Account No. 9910-904488-9588-900000-704040.

(FILE NO. 57092)

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Law Department Settlements - cont'd</u>			
10. Adebayo O. Aduyemi (previous owner)	938 N. Patterson Park Ave.	L/H	\$ 8,750.00

On July 16, 2008, the Board approved the acquisition of the leasehold interest in 938 N. Patterson Park Ave., by condemnation and quick-take, for the amount of \$66,250.00. The previous owner obtained an appraisal report that valued the leasehold interest at \$81,000.00. Through mediation, the parties agreed to settle the condemnation suit for the amount of \$75,000.00. Therefore, the Board is requested to approve payment of the balance in the amount of \$8,750.00 into the Circuit Court for Baltimore City in settlement of this case.

Funds are available in Account No. 9910-907410-9588-900000-704040.

(FILE NO. 57017)

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the fee simple interest in 2322 E. Chase Street as a gift from Life Bank, now known as Pacific Premier Bank (Life Bank), SUBJECT to certain municipal liens.

AMOUNT OF MONEY AND SOURCE:

Life Bank agrees to pay for any title work and all associated settlement cost, not to exceed \$600.00. No City funds will be expended.

BACKGROUND/EXPLANATION:

Life Bank will donate its title to the property at 2322 E. Chase Street to the City. The City will receive clear and marketable title to the property, SUBJECT only to certain City liens. Life Bank will pay all current water bills up through the date of settlement. Accepting this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens total approximately \$12,775.55.

Cumulative Real Property Taxes 2000-2009

\$	685.18	- Total Tax
	320.52	- Interest/Penalties
	129.83	- Other
	1,410.25	- Tax Sale Interest
	8,901.46	- Miscellaneous Bills
	<u>1,328.31</u>	- Metered Water (Tax Sale)
	\$12,775.55	- Total Municipal Liens

These municipal liens, other than current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing options, condemnations, and quick-takes.

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following page:

3555

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The Transfer of Funds was approved

SUBJECT to receipt of a favorable report

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

MINUTES

EXTRA WORK ORDERS

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

Department of Transportation

- | | | | |
|--|--------------|---------------------|-----|
| 1. EWO #004, \$314,202.20 - TR 04311, Pennington Avenue Bascule Bridge Rehabilitation | | | |
| \$14,530,627.00 | \$ 40,120.11 | Cianbro Corporation | - - |
| 2. EWO #001, \$ 38,500.00 - TR 08053, Repairs for Bridge No. BC 5101 Russell St. Over Ostend St. | | | |
| \$ 764,492.00 | - | John Brawner | - - |

(FILE No. 56136)

Department General Services

- | | | | |
|--|-----------------|--------------------------------------|-------|
| 3. EWO #071, \$119,466.00 - PB 05801R, Baltimore City Central Garage | | | |
| \$17,950,000.00 | \$12,407,558.16 | Whiting-Turner Contracting Co., Inc. | - 100 |

Bureau of Water and Wastewater

- | | | | |
|--|-----------------|--------------------------------------|------|
| 4. EWO #072, \$299,118.03 - WC 1167R, Urgent Need Work Infrastructure Rehabilitation Various Locations | | | |
| \$10,932,235.50 | \$ 3,729,236.36 | J. Fletcher Creamer & Son, Inc. | 0 99 |
| 5. EWO #197, \$ 34,027.67 - WC 8652, Ashburton Filtration Plant Renovations | | | |
| \$48,209,401.00 | \$ 3,170,974.98 | Poole & Kent Company | 0 99 |
| 6. EWO #048, \$ 67,032.61 - SC 791, Eastern Avenue Pumping Station Improvements | | | |
| \$22,677,334.00 | \$ 486,006.28 | Whiting-Turner Contracting Co., Inc. | 0 80 |

MINUTES

Department of General Services - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 002 to Warwick Supply and Equipment Co., Inc. under the Indefinite Quantity Contract approved by the Board on January 14, 2009.

AMOUNT OF MONEY AND SOURCE:

\$166,000.00 - 9910-905618-9588-900000-700000

BACKGROUND/EXPLANATION:

Warwick Supply and Equipment Co., Inc. (Warwick) has been selected by the Department to perform the partial re-roofing of the Baltimore Montessori School, based on the low price received from Warwick for this work assignment.

Several urgent facility needs have been identified to protect the Baltimore Montessori School building from further water infiltration. The roof is 44 years old and has long surpassed its expected 20-year life span. Under a CDBG-R grant, the school will receive a new roof over the classrooms (designated as work area 1). This work includes the removal of the existing roofing system down to the deck, removal of existing skylights, and the installation of a new SBS modified bitumen roofing system with a light reflective CAP sheet, in strict accordance with the A1.1 Plan drawing and related specifications. Any added costs to comply with Federal wage/Davis-Bacon regulations will be reviewed and processed separately from the low-bid price to complete Work Area No. 1.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.**

UPON MOTION duly made and seconded, the Board approved and authorized the assignment of Task No. 002 to Warwick Supply and Equipment Co., Inc. under the Indefinite Quantity Contract approved by the Board on January 14, 2009.

MINUTES

Department of General Services - Temporary Construction Easement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a temporary construction easement with Ms. Emma Lou Ford.

AMOUNT OF MONEY AND SOURCE:

\$5,863.00 - 9950-902412-9506-900020-704040

BACKGROUND/EXPLANATION:

The Department will acquire a temporary easement on a portion of property owned by Ms. Ford in the vicinity of 410 Brunswick Street, Block 2137, Lot 64. This agreement will allow the Department of Transportation construction access to perform certain work in conjunction with the Frederick Avenue Bridge Reconstruction Project, Department of Transportation Contract No. TR 02350.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of a temporary construction easement with Ms. Emma Lou Ford.

MINUTES

Department of General Services - Supplemental Agreement
No. 2 for Project 997

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the supplemental agreement No. 2 for Project No. 997 On-Call Architectural Contract with Brasher Design. The period of the agreement is being extended through August 29, 2010.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On August 30, 2006 the Consultant was awarded a contract under Project 997 to provide On-Call Architectural Design Services with an upset limit of \$500,000.00 for the period of 2 years. On October 15, 2008 the Board extended the original agreement until August 29, 2009.

The Department is in need of additional architectural services from Brasher Design and wishes to utilize its current contract for this purpose. To accommodate that need, a one year extension of the contract is necessary. As in the original agreement, the cost of services rendered will be based on a not-to-exceed negotiated price for each task. The Department of Audits and MWBOO will review each task for compliance with the original agreement. The contract duration is until August 29, 2010 or until the upset limit is reached, whichever comes first. The Consultant was approved by the Office of Boards and Commissions and AEAC.

MINUTES**MBE/WBE PARTICIPATION:**

The Consultant will continue to comply with the MBE and WBE goals established in the original agreement.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the supplemental agreement No. 2 with Brasher Design for Project No. 997 On-Call Architectural Contract.

MINUTES

CITY COUNCIL BILL

09-0364 - Sale of Properties - 3322½ - 3328½ Woodland Avenue, 3400-3404 Woodland Avenue, 4410 Pall Mall Road, and 4309-4311 Pimlico Road, and 4500-4504 Pimlico Road for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain properties known as 3322½-3328½ Woodland Avenue, 3400-3404 Woodland Avenue, 4410 Pall Mall Road, 4309-4311 Pimlico Road, and 4500-4504 Pimlico Road and are no longer needed for public use; and providing for a special effective date.

09-0365 - Sale of Property - Portion of City Property - Poplar Hill Road - Baltimore County for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain parcels of land located in Baltimore County in the vicinity of Poplar Hill Road and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

UPON MOTION duly made and seconded, the Board approved bills 09-0364 and 09-0365 and directed that the bills be returned to the City Council with the recommendation that they also be approved and passed by that Honorable Body. The President **ABSTAINED.**

MINUTES

Department of Transportation - Traffic Mitigation Agreements and
Amendment No. 1 to Traffic
Mitigation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the various traffic mitigation agreements, and the amendment No. 1 to traffic mitigation agreement.

TRAFFIC MITIGATION AGREEMENTS

<u>DEVELOPER</u>	<u>AMOUNT</u>
1. M.C. DEAN, INC.	\$23,000.00
Account: 9950-903980-9508-000000-100000 -	\$15,000.00
9950-905175-9528-000000-100000 -	\$ 3,000.00
9950-905431-9504-000000-100000 -	\$ 5,000.00

The developer proposes to convert an existing 107,548 square foot warehouse at 184-188 West Ostend Street into a mixed-use development. It will include 56,423 square feet of office space, 6,264 square feet of retail space, 23,231 square feet for a warehouse, 1,928 square feet for a residential apartment, and 19,702 square feet for 83 parking spaces. The total square footage of the project is 107,548 square feet.

The developer agrees to make a contribution of \$23,000.00 which includes \$15,000.00 towards the operation of a publicly available shuttle bus service in South Baltimore near the development, \$3,000.00 towards implementation of the Baltimore City Bicycle Master Plan, and \$5,000.00 toward upgrading and improving approximately 1,275 square feet of sidewalk.

This agreement will commence upon Board of Estimates approval and termination will be deemed in writing by the Department of Transportation.

MINUTES

Department of Transportation - cont'd

<u>DEVELOPER</u>	<u>AMOUNT</u>
2. F.M. CONSTRUCTION COMPANY, INC.	\$5,000.00

Account: 9950-904175-9527-000000-490375

The developer proposes to construct a 63 bed Elderly Housing Development for Alzheimer Residents at 4301 Roland Avenue. The developer agrees to make a contribution of \$5,000.00 towards the implementation of the Baltimore City Bicycle Master Plan.

This agreement will commence upon Board of Estimates approval and termination will be deemed in writing by the Department of Transportation.

AMENDMENT TO TRAFFIC MITIGATION AGREEMENT

3. BA BOLTON YARDS, LLC	\$5,000.00
--------------------------------	-------------------

Account: 9950-904175-9527-900000-490375

On July 30, 2008, the Board approved a Traffic Mitigation Agreement with BA Bolton Yards, LLC for the University of Baltimore mixed-use development at 80 W. Oliver St. The original mitigation agreement included re-striping the West Oliver St. approach at Mt. Royal Ave. This amendment is necessary to permit the developer to make a one-time contribution of \$5,000.00 towards implementation of the Baltimore City Bicycle Master Plan.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing traffic mitigation agreements, and the amendment to traffic mitigation agreement.

MINUTES

Department of Transportation - Intergovernmental Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an intergovernmental agreement with the Maryland Transit Administration (MTA).

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Department is working with the Brighton Development Group, LLC to improve land adjacent to the Baltimore Metro Subway, northwest of Reisterstown Road in connection with project no. TR08050 - Brighton Manor Development. In an effort to improve the land the City needs certain entry and access rights near the metro at the project area. The MTA has agreed to allow the City access to the Metro Subway near the project site and to make certain improvements as outlined in the submitted agreement.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an intergovernmental agreement with the Maryland Transit Administration (MTA).

MINUTES

Department of Transportation - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize a payment to Enfield, LLC (Enfield).

AMOUNT OF MONEY AND SOURCE:

\$83,819.83 - 9950-902550-9508-900020-709063

BACKGROUND/EXPLANATION:

The Pennington Avenue railroad crossing has been in place for more than 80 years as part of the former BP/Amoco gas station. In 2000, Enfield purchased the BP/AMOCO gas station and the crossing was included in the transaction. The crossing right-of-way is known as 6101 Pennington Avenue.

As a result of failed roadway slabs owned by the City, Enfield's tenant suffered a disruption to their business. In response, Enfield performed major capital improvements to the crossing. Improvements agreed upon by CSX and the Department included a total rehabilitation, rebuilding of the crossing, a new sub-grade, new railroad ties and plates, new signalization and a new high performance modular crossing protection system.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized the payment to Enfield, LLC (Enfield).

MINUTES

Mayor's Office of Employment Development - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the Maryland Department of Labor Licensing and Regulation. The period of the agreement is July 1, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$250,000.00 - 4000-804710-6390-454501-603040
not to exceed

BACKGROUND/EXPLANATION:

The Department has received a grant from the Maryland Department of Labor Licensing and Regulation to provide inmates, in various correctional facilities throughout Maryland, with soft skills preparation for employment prior to release. Services will include resume writing, job placement training, and post employment follow-up. The Department will also provide case management and other partner services to ex-inmates, through its ReEntry center located at the Northeast Career Center.

The agreement was delayed in its presentation because of the late receipt of the necessary grant documents.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with the Maryland Department of Labor Licensing and Regulation.

MINUTES

Department of Housing and - Local Government Resolutions
Community Development

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

The organizations are applying to the State of Maryland's Community Legacy Program (CLP) or Neighborhood Business Works Program (NBWP). A local government resolution of support is required by the State for all applications to these programs for funding.

<u>Organization</u>	<u>Amount</u>
1. THE SCHULER SCHOOL OF FINE ARTS	\$ 7,000.00
	(CLP)

The Schuler School of Fine Arts located in the Charles Village neighborhood proposes the Façade Renovations to the The Schuler School of Fine Arts Project. The funds will be used for repairing and repainting windows, masonry, repairs and replacement of gutters. This project will enhance the historic fabric of the community, protect a long-term arts/educational resident and enrich the important arts culture that is crucial to the growth of the Station North Arts and Entertainment District.

(FILE NO. 57081)

2. GOVANS ECUMENICAL DEVELOPMENT	\$500,000.00
CORPORATION (GEDCO)	(CLP)

The GEDCO proposes the Stadium Place Redevelopment Project. This project will develop the last 3.75 acre parcel in Stadium Place into The Green House Residences and the Village Center. This parcel is located along Ednor Road and 33rd Street in the Ednor Gardens Lakeside neighborhood in North Baltimore.

The Green House Residences is a state-of-the art four-story building, which houses a 49-bed long-term care facility for low and moderate-income individuals. Each floor will be a separate home for 12 elders, with one room available for a couple. The facility will be managed by its own team of

MINUTES

DHCD - cont'd

specially trained staff and supported by a clinical support team. The Village Center will be a 38,500 square foot mixed use, retail and office space, which will offer a variety of services, such as shopping, health, socialization and other needs for older adults and their families.

The project will serve residents in the Ednor Gardens Lakeside as well as the surrounding neighborhoods of Waverly, Better Waverly and Coldstream-Homestead-Montebello. It will enhance the visibility of the 33rd Street thoroughfare and strengthen the fabric of the four surrounding communities.

(FILE NO. 56573)

- | | | |
|----|-----------------------|--------------------------------------|
| 3. | NICHOLAS RAINS | \$ 39,000.00
(NBWP) |
|----|-----------------------|--------------------------------------|

The funds will be used for the project, Calhoun Coin Laundromat, which will renovate and restore a commercial property to a coin operated Laundromat, located at 1382 N. Calhoun Street.

UPON MOTION duly made and seconded, the Board approved and adopted the foregoing local government resolutions.

MINUTES

Department of Housing and - Loans
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve a Housing Opportunities for Persons with AIDS (HOPWA) Program loan in an amount not to exceed \$500,000.00; a City Bond loan in an amount not to exceed \$500,000.00; and a Community Development Block Grant-R (CDBG-R) loan in an amount not to exceed \$700,000.00 to Restoration Gardens, LLC, (borrower) to support a portion of the hard costs of the Restoration Gardens Apartments project, located at 3701 Cottage Avenue.

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

AMOUNT OF MONEY AND SOURCE:

<u>SOURCES</u>		<u>USES</u>	
\$3,500,000.00	MD DHCD-NSP	\$ 145,000.00	Acquisition
500,000.00	City HOPWA	3,820,911.00	Construction
500,000.00	City Bond	667,839.00	Hard Cost Fees
700,000.00	City CDBG-R	108,234.00	Finance Fee
150,000.00	Abell	652,911.00	Developer's Fee
	Foundation	25,500.00	Other Soft Fees
150,000.00	MD Bond Bill	<u>179,605.00</u>	Guarantees
75,000.00	MAHT		/Reserves
25,000.00	Enterprise	\$5,600,000.00	Total
	Grant		
<u>\$5,600,000.00</u>	Total		

Account: 9910-588-989 (HOPWA)
 4857-575-013-00-351 (CDBG-R)

BACKGROUND/EXPLANATION:

The Restoration Gardens Apartments project involves the acquisition, rehabilitation and new construction of the former Springhill

MINUTES

DHCD - cont'd

Elementary School located at 3701 Cottage Avenue in the Park Heights Urban Renewal Area. This historic school building was built in 1937 and will undergo rehabilitation to provide 32 residential units. A two-story addition that was built later in 1960 will be razed and replaced with the construction of a new building to consist of 11 residential units, 1 manager unit, and ancillary space. In total, 43 affordable and permanent housing units with on-site supportive services will be created for formerly homeless young adults. This project will be the first of its kind in Maryland.

Upon completion, there will be three 1-bedroom, 1 bathroom units and 40 efficiency, 1-bathroom units with rents subsidized through a Project-Based Voucher Housing Assistance Payments (HAP) contract with the DHCD. All units will be occupied by persons with incomes at or below 40% of the area median income. Three units will meet Section 504 standards for persons with disabilities and four units will be offered to persons qualifying under the HOPWA program. In addition to the residential portion of the building, there will be approximately five offices/conference rooms, tenant storage areas, a library/computer lab, and a laundry room. The green building and energy efficiency standards have been incorporated into the scope of work.

The redevelopment of this vacant and foreclosed building will be undertaken by two non-profit affordable housing developers, Homes for America (HFA) and Empire Homes of Maryland, Inc. (EH). Both groups have extensive development and management experience in providing affordable housing, particularly for specialized housing populations.

The City Bond, CDBG-R and HOPWA funds will be used to support a portion of the hard costs with the latter two sources earmarked exclusively for rehabilitation. An appraisal was prepared for the superior lender on June 3, 2009 by Real Property Consultants, Inc. The as-proposed after rehabilitation investment value with other financial benefits (restricted rents) was determined to be \$5,000,000.00. The appraised after-rehabilitation value is below the total development cost of the

MINUTES

DHCD - cont'd

project, which is common in transactions such as this. The market value assumes favorable financing made available through the Federal government under the stimulus package and other forms of governmental and charitable grant programs. The value of the rental subsidy as restricted rents, which are below market rate rents, has been considered in this valuation. Without favorable financing, projects with restricted rents could not be financed. While the total cost of development is slightly higher than the appraised value, the Department is comfortable with recommending the City loans under these circumstances.

Participating Parties:

A. Developer

The HFA and the EH will act as co-developers and will guarantee construction completion and cost overruns. The entities have created Restoration Gardens, LLC as the borrower of record.

B. General Contractor/Architect

Linden Contracting Inc. will act as the general contractor. Architectural services will be provided by Cho Benn Holback & Associates, Inc., a City certified MBE firm.

C. Participating Lenders

MD DHCD- Neighborhood Stabilization Program (NSP) - 1st-mortgage

The NSP loan will have a construction period not to exceed 12 months plus three months for cost certification. No interest will be charged during the construction period. The permanent loan period will be 40 years commencing at the end of the construction period. Repayment of the loan will not be required unless the borrower ceases to operate the project in accordance with the requirements of the NSP and other conditions of default as described fully in the loan documents including non-continuance of the approved use.

MINUTES

DHCD - cont'd

City HOPWA Loan - 2nd mortgage

The construction loan period will be coterminous with the first mortgage. The permanent loan period will be ten years from the date of construction completion. No interest will be required during the construction and permanent loan periods. Repayment of the loan will not be required unless the borrower ceases to operate the project in accordance with the requirements of HOPWA and other conditions of default as described fully in the loan documents, including non-continuance of the approved use. Four units will be made available to HOPWA eligible tenants for ten years. The HOPWA loan will be long-term subordinate non-recourse debt.

City Bond Loan - 3rd mortgage

The construction loan period will be coterminous with the first mortgage. The permanent loan period will be ten years from the date of construction completion. Repayment of the loan will not be required unless the borrower ceases to operate the project in accordance with the requirements as described more fully in the loan documents including non-continuance of the approved use. The bond loan will be long-term subordinate non-recourse debt.

City CDBG-R Loan - 4th mortgage

The construction loan period will be coterminous with the first mortgage. The permanent loan period will be 20 years from the date of construction completion. Repayment of the loan will not be required unless the borrower ceases to operate the project in accordance with the requirements of CDBG-R and other conditions of default as described more fully in the loan documents, including non-continuance of the approved use. The CDBG-R loan will be long-term subordinate non-recourse debt.

Unsecured Grants

The developer has secured financing from Enterprise Community Partners, the Maryland Affordable Housing Trust, the Maryland General Assembly Capital Project Grant, and the Abell Foundation in the form of unsecured grants to support the project expenses.

MINUTES

DHCD - cont'd

MBE/WBE PARTICIPATION:

Article 5, Subtitle 28 of the Baltimore City Code Minority and Women's Business Program is fully applicable and no requests for waiver or exception have been made.

THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.

(FILE NO. 57084)

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 500,000.00	9910-913987-9587-	
Federal Funds -	900000-700000	
HOPWA	Constr. Res.	
500,000.00	9910-907045-9588-	
<u>26th CDB</u>	900000-700000	
	Shelter Upgrades	
\$1,000,000.00	-----	9910-920989-9588-
		900000-700000
		Restoration Gardens

This transfer will provide funding for the acquisition, rehabilitation, and new construction associated with the development of the Restoration Gardens project, the former Springhill Elementary School, located at 3701 Cottage Avenue in the Park Heights Urban Renewal area.

(FILE NO. 57084)

UPON MOTION duly made and seconded, the Board approved and authorized a Housing Opportunities for Persons with AIDS (HOPWA) Program loan in an amount not to exceed \$500,000.00; a City Bond loan in an amount not to exceed \$500,000.00; and a Community Development Block Grant-R (CDBG-R) loan in an amount not to

MINUTES

exceed \$700,000.00 to Restoration Gardens, LLC, (borrower) to support a portion of the hard costs of the Restoration Gardens Apartments project, located at 3701 Cottage Avenue.

UPON MOTION duly made and seconded, the Board also approved and authorized the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval by the Department of Law.

MINUTES

Department of Housing - Ratification
and Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize ratification of an increase to Solicitation No. BP07134 - Summer Food Program for Children and authorize payment to Martin's, Inc.

AMOUNT OF MONEY AND SOURCE:

\$74,100.90 - 5000-578510-6060-453399-603051

BACKGROUND/EXPLANATION:

On April 29, 2009 the Board approved the initial award for the Summer Food Program for the period of one year in the amount of \$3,012,750.00. Due to more meals served, the purchase order needs to be increased. This increase is reimbursable for the amount of the additional meals served under the Maryland State Department of Education, Food and Nutrition Program grant.

MBE/WBE PARTICIPATION:

MWBOO set goals of 17% MBE and 9% WBE and found the vendor in compliance on March 24, 2009.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTIONS.

UPON MOTION duly made and seconded, the Board approved and authorized ratification of the increase to Solicitation No. BP07134 - Summer Food Program for Children and authorized payment to Martin's, Inc.

MINUTES

Department of Housing and - Grant Agreements
Community Development

The Board is requested to approve and authorize execution of the various grant agreements. The period of the agreements is July 1, 2009 through June 30, 2010.

1. **MARYLAND NEW DIRECTIONS, INC.** **\$ 40,000.00**

Account: 2089-208910-5930-429934-603051

The organization will provide career counseling, job training and placement and outreach service to low and moderate-income displaced homemakers, out-of-school youth and female ex-offenders. The program will also prepare clients for employment and assist in job training and placement in jobs that provide a living wage and future promotion opportunity.

2. **JULIE COMMUNITY CENTER, INC.** **\$ 45,000.00**

Account: 2089-208910-5930-435526-603051

The organization will provide a variety of public services to low and moderate-income persons that reside in Southeast Baltimore. Services will include direct services and referrals to emergency social services, health services, youth services and adult education/GED classes.

MWBOO GRANTED A WAIVER.

3. **WYMAN PARK CENTER COUNCIL, INC.** **\$ 16,700.00**

Account: 2089-208910-5930-426030-603051

The organization will operate the Wyman Park Tutorial Program. The program will serve as a support system for students who are potential dropouts, discouraged with schoolwork and who require remedial educational assistance to maintain grade levels.

MINUTES

DHCD - cont'd

4.	NEWBORN HOLISTIC MINISTRIES, INC.	\$ 52,022.00
	Accounts: 2089-000000-5930-429826-603051	\$ 2,022.00
	2089-208910-5930-429826-603051	\$ 50,000.00

The organization operates a six-month residential transitional recovery facility called Martha's Place, located at 1928 Pennsylvania Avenue. The facility also provides permanent housing to program graduates. The organization will actively guide 24 women in their complete recovery from drug addiction. The objective is to fully rehabilitate residents and prepare them for independent substance free living. Services are provided predominantly to residents of the Upton and Sandtown Winchester communities.

FOR THE FY 2010, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$6,000.00.

MBE: \$1,500.00

WBE: \$ 600.00

On May 13, 2009, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2009 Annual Action Plan for the following formula programs:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership Act (HOME)
3. American Dream Downpayment Initiative (HOME)
4. Housing Opportunity for People with AIDS (HOPWA)
5. Emergency Shelter Grant Program (ESG)

The DHCD began negotiating and processing the CDBG agreements effective July 1, 2009 and beyond, as outlined in the Plan, pending approval of the Resolution. Consequently, these

MINUTES

DHCD - cont'd

agreements were delayed due to final negotiations and processing.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Housing and Community Development (DHCD) - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a lease agreement with 1125 North Patterson Park, LLC., lessee. The period of the agreement is effective upon Board approval for 99 years, or may be terminated by either party by giving at least 180 days prior written notice.

AMOUNT OF MONEY AND SOURCE:

\$	1.00	- 1 st month	Installment
	1.00	- 2 nd month	Installment
	1.00	- 3 rd month	Installment
	2,770.00	- 4 th month - 12 th month	
	\$24,933.00	- 1 year's rent	

The rent will be \$1.00 for the first 3 months of the lease and \$2,770.00 per month thereafter. The monthly rent will increase 2% on the twelfth month of each year of the lease.

BACKGROUND/EXPLANATION:

The City will lease the outdoor grounds (22,963 square feet) and all improvements thereon of 1125 North Patterson Park Avenue to 1125 North Patterson Park, LLC.

1125 North Patterson Park, LLC may exercise an option to purchase the leased premises (as defined in the lease) for the option price of \$25,000.00 at any time during the original term. In the event the option to purchase the leased premises is exercised, any and all rental payments that will have been received before the sale will not be credited towards the option price. A cash deposit equal to 20% of the purchase price will be required with the Option Exercise Notice.

MINUTES

DHCD - cont'd

The project will be financed with private funds. 1125 North Patterson Park, LLC will be responsible for 100% of all utility bills and other related charges.

BACKGROUND/EXPLANATION:

1125 North Patterson Park, LLC currently leases property at 1200 North Collington Avenue to provide housing and counseling services for 18 women and their children through the Dayspring Program. In addition, 1125 North Patterson Park, LLC manages two Head Start programs.

The Dayspring and Head Start programs are expanding and the current facility is not large enough to house the expansion. The leased premises at 1125 North Patterson Park Avenue will provide the additional space needed by the lessee. The lessee will renovate the property using private funds.

The Space Utilization Committee approved the lease agreement at its meeting of August 25, 2009.

(FILE No. 57071)

UPON MOTION duly made and seconded, the Board approved and authorized execution of a lease agreement with 1125 North Patterson Park, LLC., lessee.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a land disposition agreement with the Maryland Center for Veterans Education and Training, Inc., (MCET) developer, for the sale of 300 N. Exeter Street, formerly known as 300-312 N. Exeter Street and 314-316 N. Exeter Street.

AMOUNT OF MONEY AND SOURCE:

\$1.00 - 300 N. Exeter Street
0.00 - 314-316 N. Exeter Street
 \$1.00 - Purchase Price

BACKGROUND/EXPLANATION:

The total appraised value is \$75,650.00 as of August 10, 2009. The purchase price of \$1.00 was negotiated because the parcel was to be included as part of the August 18, 1999 sale approved by the Board of 301, 321 N. High Street to the MCET. This conveyance is a correction to include the off-street parking. The lease approved on April 30, 1997 included the subject off-street parking however, the August 18, 1999 land disposition agreement inadvertently omitted the required off-street parking.

The project will consist of the conveyance of off-street parking that presently services the adjacent MCET, the lessee since 1997. Upon information supplied by the MCET, 300, 314-316 N. Exeter Street was to be conveyed in the 1999 LDA to meet the off-street parking requirement, as required by zoning.

MINUTES

DHCD - cont'd

The City will convey all its rights, title and interest to the developer by deed at a total cost of \$1.00 payable at the time of settlement.

The project will consist of conveyance of off-street parking to service the adjacent Maryland Center for Veterans Education and Training, Inc., the lessee since 1977.

In accordance with Ordinance No. 99-525 (Article II, Section 2-7(h), approved November 11, 1999, all terms and conditions of the agreement were approved, by the Commissioner of the DHCD.

STATEMENT OF PURPOSE AND RATIONAL FOR SALE BELOW THE APPRAISED VALUE:

The sale will provide support for homeless veterans and to support existing special needs housing. This parcel was to be included as part of the August 18, 1999 sale approved by the Board of 301, 321 N. High Street to the MCET and this conveyance is a correction to include the off-street parking.

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 27% MBE AND 10% WBE.

The developer has signed the Commitment to Comply with Article 5, Subtitle 28 of the Baltimore City Code, Minority and Women's Business Enterprise Program. The developer has agreed to abide by its terms.

(FILE NO. 55333)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with the Maryland Center for Veterans Education and Training, Inc., (MCET), developer for the sale of 300 N. Exeter Street, formerly known as 300-312 N. Exeter Street and 314-316 N. Exeter Street.

MINUTES

Department of Housing and Community Development (DHCD) - First Amendment to the Land Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a first amendment to the land disposition agreement with the Fells Point Station, LLP, (FPS) developer.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On January 23, 2008, the Board approved the land disposition agreement with the FPS for the rehabilitation of 1621 Bank Street. In schedule D of the agreement, the developer was to develop 30 condominium units and 6,500 square feet of street level retail. Due to market conditions, it is now the intent of the developer to develop 33 rental residential units and 8,000 square feet of street level retail.

Also, the City provided the developer with a loan in the amount of \$525,870.00 to finance a portion of the cost of acquisition. Schedule B to the land disposition agreement will be deleted in its entirety and replaced with the revised Schedule B submitted as Exhibit A. The amendment changes the payment terms as follows:

Commencing on the first day of the month following a Certificate of Occupancy being issued installments of interest only will be payable during the first 84 months of the loan. Monthly interest only installments will be paid calculated at 4.7% per annum based on the then outstanding principal balance of the loan. Beginning on the first day of the 85th month of the loan, Developer will pay monthly equal installments of principal and interest at 4.7% per annum, based on the then outstanding principal balance calculated on a 25 year amortization schedule.

MINUTES

DHCD - cont'd

The outstanding principal balance of the loan together with all accrued interest thereon will be due and payable 25 years from the date the principal payment begin.

In accordance with Ordinance No. 99-563, approved December 6, 1999 and Ordinance No. 06-379 approved December 13, 2006, which authorizes the City to dispose of the property, all terms and conditions of this agreement were approved, by the Commissioner of the DHCD.

(FILE NO. 56537)

UPON MOTION duly made and seconded, the Board approved and authorized execution of a first amendment to the land disposition agreement with the Fells Point Station, LLP (FPS), developer.

MINUTES

Department of Housing and - First Amendment to the
Community Development (DHCD) Land Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a first amendment to a land disposition agreement with Glenda Mosley, developer.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On August 16, 2006, the Board approved the land disposition agreement (LDA) with the developer for the property located at 3412 Woodbine Avenue, in the Howard Park Community.

By a Deed dated October 23, 2006 and recorded among the Land Records of the City of Baltimore, in Liber 9167 at Folio 321, the City conveyed the property to the developer at full appraised value of \$34,000.00.

Currently, Schedule D of the LDA requires the developer to keep the vacant lot free of debris and the grass area trimmed as well as to convert the property into for sale housing.

While Ms. Mosley did maintain the grounds after the settlement, the housing market fundamentals changed and the project was no longer feasible as planned. Therefore, the first amendment to the LDA allows the developer to do the following:

- a. delete Section A and C, General Description and Building Plan, from Schedule D of the LDA, as follows:

(A) The Project shall consist of the conversion of this vacant lot into for sale housing and C) The project shall consist of the conversion of this vacant lot into for sale housing

MINUTES

DHCD - cont'd

- b. amend Section A and C, General Description and Building Plan, of Schedule D of the LDA, as submitted:

A) General Description: The project will consist of the sale of a vacant lot located at 3412 Woodbine Avenue. The owner has agreed to keep the lot free of debris and the grass area property trimmed and

C) Building Plan: The project will consist of the sale of a vacant lot located at 3412 Woodbine Avenue. The owner has agreed to keep the lot free of debris and the grass area properly trimmed.

As a result of the Board's approval of this first amendment to the LDA, the developer will file a Confirmatory Deed that will allow her to continue to maintain the grounds as Greenspace.

In accordance with Ordinance No. 477, approved December 6, 1973, Baltimore City Code (2000 Edition), all terms and conditions of the first amendment to the LDA have been approved.

(FILE No. 56365)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the first amendment to a land disposition agreement with Glenda Mosley, developer.

MINUTES

Department of Housing and - Grant Award
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of a grant award from the U.S. Department of Health and Human Services, Administration for Children and Families. The period of the grant award is July 1, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$29,599,293.00 - 4000-486310-6050-452299-603045

BACKGROUND/EXPLANATION:

This grant award supports Head Start and Early Head Start services to 3,419 preschool age children and 184 infants, toddlers and pregnant women in Baltimore City.

This action awards funding as follows: 100% of the fiscal year 2009 base funding for Program 22, Program 25 and 100% training and technical assistance funds for Program Accounts 20 and 26.

This grant award is late because the Department recently received the grant award from the grantor.

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 grant award from the U.S. Department of Health and Human Services, Administration for Children and Families.

MINUTES

Department of Housing and Community - Grant Agreements
Development/Baltimore Homeless Services

The Board is requested to approve and authorize execution of the various grant agreements. The period of the agreement is July 1, 2009 through June 30, 2010, unless otherwise indicated.

1. **BON SECOURS** **\$ 34,240.00**

Account: 4000-492910-3570-333709-603051

The organization will operate the Women's Resource Center and provide services to homeless women, HIV/AIDS infected women, their families and low-income women who are at risk of eviction. The funds will be used to hire a Case Manager who will provide emergency assistance, referrals and advocacy, domestic violence counseling, parenting skills and HIV/AIDS counseling.

2. **AT JACOB'S WELL INC.** **\$ 63,537.00**

Account: 5000-529110-3570-333707-603051

The organization will provide 22 transitional shelter beds to homeless mentally ill men and women of Baltimore City. The funds will be used to offset the cost of providing sleeping accommodations and case management services to help homeless individuals achieve stable permanent housing and a high level of economic self-sufficiency.

3. **UNIVERSITY OF MARYLAND** **\$326,125.00**

Account: 4000-490910-3570-333657-603051

The University will provide housing outreach counseling and case management services to assist individuals with HIV related illnesses obtain residential stability and improve the quality of their lives. All the individuals will receive primary medical care for their HIV disease at the Evelyn Jordan Medical Center. The University will hire an

MINUTES

DHCD/BHS - cont'd

Outreach Counselor and a Case Manager to provide outreach services and address the housing needs of the homeless HIV/AIDS individuals. The period of the agreement is July 1, 2009 through June 30, 2010.

4. **FUSION PARTNERSHIP, INC.** **\$ 100,000.00**

Account: 4000-492910-3570-333654-603051

The organization operates the Help On The Streets project. The project offers outreach, education referrals and case management services to women cycling between pretrial detention and homelessness. The project will also serve approximately 350 women in jail who are at imminent risk of becoming homeless upon release and homeless women on the street currently involved in illicit HIV risk behaviors.

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

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Housing and - Head Start Agreements
Community Development

The Board is requested to approve and authorize execution of the Head Start agreements with the various delegate agencies. The period of the agreement is effective upon Board approval through September 30, 2009.

Additional expenses were incurred in the operation of various Head Start Programs in FY 2009. Under the terms of the agreements, the funds will be used to reimburse the organizations for these additional expenses in various budget line items. All remaining funds that have not been paid to the organization at the end of the period will be forfeited.

1. **YMCA OF CENTRAL MARYLAND/EMILY** **\$138,132.00**
PRICE JONES HEAD START PROGRAM

Account: 4000-486309-6050-516199-603051

The organization will be reimbursed for costs including, but not limited to audit and legal, accounts payable, purchasing, finance and accounting, and human resources, information services, supplies, utilities, data and telecommunication costs.

2. **ASSOCIATED CATHOLIC CHARITIES, INC./** **\$ 73,000.00**
ST. JEROME'S HEAD START PROGRAM

Account: 4000-486309-6050-516699-603051

The organization will be reimbursed for costs including, but not limited to personnel, health insurance, building repairs, and maintenance costs.

3. **ST. PAUL COMMUNITY OUTREACH CENTER,** **\$ 55,000.00**
INC./ST. PAUL COMMUNITY HEAD START
PROGRAM

Account: 4000-486309-6050-515899-603051

The organization will be reimbursed for costs including, but not limited to audit fees and building repairs.

MINUTES

DHCD - cont'd

4. UNION BAPTIST CHURCH-SCHOOL/UNION BAPTIST HARVEY JOHNSON HEAD START PROGRAM \$ 75,000.00

Account: 4000-486309-6050-516099-603051

The organization will be reimbursed for costs including, but not limited to office supplies, audit/accounting, and children's food.

5. ST. FRANCIS XAVIER ROMAN CATHOLIC CONGREGATION, INC./ST. FRANCIS XAVIER HEAD START PROGRAM \$ 40,000.00

Account: 4000-486309-6050-516999-603051

The organization will be reimbursed for costs including, but not limited to health insurance and utilities.

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 Head Start agreements with the various delegate agencies.

MINUTES

Department of Housing and - Head Start Agreements
Community Development

The Board is requested to approve and authorize execution of the Head Start agreements for the following delegate agencies. The period of the agreement is July 1, 2009 through June 30, 2010, unless otherwise indicated.

1. **BALTIMORE METROPOLITAN ALUMNAE CHAPTER** **\$589,736.00**
DELTA SIGMA THETA SORORITY, INC./
YUBI HEAD START PROGRAM

Account: 4000-486310-6050-517199-603051

Under the terms of this agreement, the organization will provide Head Start services to 102 children and their families in Baltimore City. The funds will be used for the organization's operating expenses. A two-month advance of funds, in the amount of \$117,947.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$707,683.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE: B&B Lighting Supply, Inc.	\$ 1,000.00	0.14%
Time Printers, Inc.	200.00	0.03%
Rufus Ingram, PA	11,400.00	1.61%
Genesis Office Systems, Inc.	<u>1,020.00</u>	<u>0.14%</u>
Total	\$13,620.00	1.92%
WBE: Expressly Yours, Gloria Inc.	\$ 500.00	0.07%
Sue-Ann's Office Supply, Inc.	3,000.00	0.42%
Hinton Webb & Assoc., LLC	7,000.00	0.99%
Tomco Insurance		See note
Total	\$10,500.00	<u>below *</u>
		1.48%

*Tomco is not certified as a WBE with Baltimore City.

MINUTES

DHCD - cont'd

MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

OF THE TOTAL CONTRACT AMOUNT OF \$707,683.00, \$651,367.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-SEGMENTABLE.

- 2. ST. VINCENT DE PAUL SOCIETY OF BALTIMORE - NORTHWEST HEAD START PROGRAM \$1,313,636.00

Account: 4000-486310-6050-516599-603051

Under the terms of this agreement, the organization will provide Head Start services to 229 children and their families in Baltimore City. The funds will be used for the organization's operating expenses. A two-month advance of funds, in the amount of \$262,727.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$1,576,363.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE:	\$ 0.00	0.00%
WBE: V&L Enterprises (Dr. Lurline Whittaker)	\$5,200.00	0.33%

MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

OF THE TOTAL CONTRACT AMOUNT OF \$1,576,363.00, \$1,423,369.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-SEGMENTABLE.

MINUTES

DHCD - cont'd

3. **DAYSPRING PROGRAMS, INC./DAYSPRING** **\$626,426.00**
HEAD START PROGRAM

Account: 4000-486310-6050-515699-603051

Under the terms of this agreement, the organization will provide Head Start services to 102 children and their families in Baltimore City. The funds will be used for the organization's operating expenses. A two-month advance of funds, in the amount of \$125,285.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$751,711.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE: Sue-Ann's Office Supply, Inc.	\$ 2,000.00	0.27%
Charm City Caterers, Inc.	40,000.00	5.32%
Time Printers	1,500.00	0.20%
Total	\$43,500.00	5.79%

WBE: Patricia A. Welch \$ 2,700.00 0.36%

MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

OF THE TOTAL CONTRACT AMOUNT OF \$751,711.00, \$635,798.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-SEGMENTABLE.

4. **FRIENDS OF THE FAMILY, INC./BALTIMORE** **\$955,944.00**
CITY CHILD CARE RESOURCE CENTER
HEAD START PROGRAM

Account: 4000-486310-6050-516999-603051

Under the terms of this agreement, the organization will provide Head Start services to 166 children and their families in Baltimore City. The funds will be used for the

MINUTES

DHCD - cont'd

organization's operating expenses. A two-month advance of funds, in the amount of \$191,189.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$1,147,133.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE: Charm City Caterers, Inc.	\$ 3,000.00	0.26%
Boyd's Professional Carpet	<u>1,500.00</u>	<u>0.13%</u>
Total	\$ 4,500.00	0.39%
WBE: Catalpha Advertising & Design, Inc.	\$ 2,000.00	0.17%
Sue-Ann's Office Supply, Inc.	<u>1,000.00</u>	<u>0.09%</u>
Total	\$ 3,000.00	0.26%

MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

OF THE TOTAL CONTRACT AMOUNT OF \$1,147,133.00, \$1,104,950.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-SEGMENTABLE.

5. **ASSOCIATED CATHOLIC CHARITIES, INC./ ST. JEROME'S HEAD START PROGRAM** **\$1,513,610.00**

Account: 4000-486310-6050-516699-603051

Under the terms of this agreement, the organization will provide Head Start services to 258 children and their families in Baltimore City. The funds will be used for the organization's operating expenses. A two-month advance of funds, in the amount of \$302,722.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$1,816,332.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MINUTES

DHCD - cont'd

MBE: Expressly Yours, Gloria, Inc.	\$ 500.00	0.03%
Charm City Caterers, Inc.	145,000.00	7.98%
Fleming Transportation Corp.	2,500.00	0.14%
Sue-Ann's Office Supply, Inc.	1,000.00	0.06%
Time Printers, Inc.	500.00	0.03%

WBE: Classic Catering People, Inc.	\$ 1,000.00	0.06%
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MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

OF THE TOTAL CONTRACT AMOUNT OF \$1,816,332.00, \$1,794,435.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-SEGMENTABLE.

6. **DAYSPRING PROGRAMS, INC./HERRING RUN HEAD START PROGRAM** **\$882,662.00**

Account: 4000-486310-6050-516899-603051

Under the terms of this agreement, the organization will provide Head Start services to 153 children and their families in Baltimore City. The funds will be used for the organization's operating expenses. A two-month advance of funds, in the amount of \$176,533.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$1,059,195.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE: Charm City Caterers, Inc.	\$85,000.00	8.02%
Sue-Ann's Office Supply, Inc.	3,000.00	0.28%
Total	\$88,000.00	8.30%

WBE: McEnroe Voice & Data Corp.	\$ 1,440.00	0.14%
Patricia A. Welch	8,000.00	0.76%
Expressly Yours, Gloria, Inc.	1,000.00	0.09%
Total	\$10,440.00	0.99%

MINUTES

DHCD - cont'd

MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

OF THE TOTAL CONTRACT AMOUNT OF \$1,059,195.00, \$1,049,165.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-SEGMENTABLE.

- 7. ST. VINCENT DE PAUL SOCIETY OF BALTIMORE - ST. VINCENT DE PAUL SOUTHEAST HEAD START PROGRAM \$1,547,504.00

Account: 4000-486310-6050-516599-603051

Under the terms of this agreement, the organization will provide Head Start services to 270 children and their families in Baltimore City. The funds will be used for the organization's operating expenses. A two-month advance of funds, in the amount of \$309,501.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$1,857,005.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE: C&T Transportation	\$ 3,000.00	0.16%
WBE: Sue-Ann's Office Supply, Inc.	\$ 5,000.00	0.27%
B&B Lighting Supply, Inc.	1,500.00	0.08%
Expressly Yours, Gloria, Inc.	<u>2,000.00</u>	<u>0.11%</u>
Total	\$ 8,500.00	0.46%

MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

OF THE TOTAL CONTRACT AMOUNT OF \$1,857,005.00, \$1,699,105.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-SEGMENTABLE.

MINUTES

DHCD - cont'd

8. **ST. BERNADINE'S ROMAN CATHOLIC CHURCH/** **\$1,098,802.00**
ST. BERNADINE'S HEAD START PROGRAM

Account: 4000-486310-6050-516499-603051

Under the terms of this agreement, the organization will provide Head Start services to 191 children and their families in Baltimore City. The funds will be used for the organization's operating expenses. A two-month advance of funds, in the amount of \$219,760.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$1,318,562.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE: Time Printers, Inc.	\$ 200.00	0.02%
Rufus Ingram, PA	9,000.00	0.67%
Green Clean Environmental Service	See note below*	
Genesis Office Systems	200.00	0.02%
Total	\$ 9,400.00	0.71%

WBE: Donna Shelto See note below*
 Dr. Andrea Morris See note below*

*Green Clean Environmental Service, Donna Shelto, and Dr. Andrea Morris are not certified as MBE/WBE with Baltimore City.

MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

OF THE TOTAL CONTRACT AMOUNT OF \$1,318,562.00, \$1,202,410.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-SEGMENTABLE.

MINUTES

DHCD - cont'd

9. **BALTIMORE METROPOLITAN ALUMNAE CHAPTER** **\$1,209,452.00**
DELTA SIGMA THETA SORORITY, INC./
METRO DELTA HEAD START PROGRAM

Account: 4000-486310-6050-516399-603051

Under the terms of this agreement, the organization will provide Head Start services to 210 children and their families in Baltimore City. The funds will be used for the organization's operating expenses. A two-month advance of funds, in the amount of \$241,890.00, was approved by the Board on July 22, 2009. With the advance, the total contract amount is \$1,451,342.00.

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE: Genesis Office Systems, Inc.	\$15,637.00	1.08%
E. Jackson & Son, Inc.	5,000.00	0.34%
Rufus Ingram, PA	<u>13,200.00</u>	<u>0.91%</u>
Total	\$33,837.00	2.33%
WBE: Tomco Insurance	See note below *	
Hinton Webb & Associates, LLC	\$ 8,500.00	0.59%

*Tomco is not certified as an WBE with Baltimore City.

MWBOO FOUND VENDOR IN COMPLIANCE.

MWBOO GRANTED A WAIVER OF THE BALANCE OF THE MBE/WBE GOALS.

**OF THE TOTAL CONTRACT AMOUNT OF \$1,451,342.00,
 \$1,365,699.00 IS FOR ITEMS THAT ARE PROPRIETARY AND NON-
 SEGMENTABLE.**

MINUTES

DHCD - cont'd

The agreements are late because notification of the grant awards was recently received.

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 Head Start agreements for the foregoing delegate agencies. The Comptroller **ABSTAINED** on item nos. 1 and 9.

MINUTES

Department of Housing and - Head Start Consultant Agreements
Community Development

The Board is requested to approve and authorize execution of the various Head Start consultant agreements. The period of the agreement is August 1, 2009 through June 30, 2010.

	<u>Hourly Rate</u>	
1. REBECCA SEITZ	\$45.00	\$ 13,162.50
2. ROBERT SOLOMON	\$33.00	\$ 20,592.00
3. MARILYN STACK-GILL	\$30.00	\$ 23,985.00
4. D'LISA RAMSEY WORTHY	\$42.00	\$ 67,977.00
5. SANDRA APPEL	\$34.65	\$ 42,656.00
6. DIANA BROOKE	\$33.00	\$ 25,740.00
7. LACY E. BRYN, INC.	\$37.80	\$ 70,761.00
8. EDITH MEYERS	\$33.00	\$ 18,018.00
9. MARY WANDA MAYNOR-KEARSE	\$30.00	\$ 44,460.00
10. SANDY SHERRY	\$45.00	\$ 57,916.00

Account: 4000-486810-6050-452399-603018

These consultants will collaborate with the Baltimore City Public Schools to ensure that all children are appropriately identified and assessed in accordance with the Statewide Early Childhood Special Education accountability system. The funds will be used for the special education consultants' implementation of some of the requirements of the Head Start Federal performance standards for services to Children with Disabilities. Head Start provides services to children with suspected and documented disabilities and their families, and has placed emphasis on the use of community resources, early identification and intervention services.

MINUTES

DHCD - cont'd

The agreements are late because of delays in the administrative review process.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized foregoing Head Start consultant agreements.

MINUTES

Department of Housing and Community Development/Baltimore Homeless Services (BHS) - Amendment to Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to grant agreement with the United Way of Central Maryland, Inc. (UWCA).

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On July 29, 2009, the Board accepted grant funds from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$9,523,896.00.

The UWCA is the fiscal agent for administering the HUD grant. This amendment modifies the template for direct service contracts that the UWCA is responsible for developing and implementing with the subgrantees.

The insurance and bonding requirements for subgrantees specified in the agreement were found to be duplicative and overly burdensome and are modified by this amendment to lower the requirements for professional liability insurance to \$1,000,000.00. All other terms and conditions of the agreement will remain unchanged.

AUDITS NOTED THE AMENDMENT TO AGREEMENT.

(FILE No. 55312)

UPON MOTION duly made and seconded, the Board approved and authorized execution of an amendment to the grant agreement with the United Way of Central Maryland, Inc. (UWCA).

MINUTES

Police Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize payment to the State of Maryland Department of Health and Mental Hygiene, Department of Health and Human Services Office of Public Health Emergency Preparedness.

AMOUNT OF MONEY AND SOURCE:

\$37,477.92 - 4000-454809-2010-560000-600000

BACKGROUND/EXPLANATION:

On March 25, 2009 the Board approved an agreement with the MEMA for the FY 2006 Urban Area Security Initiative Program (UASI), Award #2006-GE-T6-006, subproject Tamiflu Pharmaceuticals, in the amount of \$37,500.00.

This payment reflects Purchase Order Nos. M00P9213710 and M00P9213720 for \$29,235.18 and \$8,242.74, respectively for a combined total of \$37,477.92.

The request for payment is late because it was just received by the Department.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTIONS.

UPON MOTION duly made and seconded, the Board approved and authorized payment to the State of Maryland Department of Health and Mental Hygiene, Department of Health and Human Services Office of Public Health Emergency Preparedness.

MINUTES

Department of Public Works - Supplemental Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a supplemental agreement with the CSX Transportation, Inc.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The City is proposing a project to replace an existing storm drain as part of the Chesapeake Avenue Phase II reconstruction project. Pursuant to field conditions the City's contractor will need to revise and increase the size of the pipe from a 36" diameter to a 42" diameter. Accordingly, the City will need to amend the original agreement.

(FILE No. 56198)

UPON MOTION duly made and seconded, the Board approved and authorized execution of a supplemental agreement with the CSX Transportation, Inc.

MINUTES

Department of Public Works - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Russell Corrosion Consultants, Inc. The period of the agreement is effective upon Board approval for two years.

AMOUNT OF MONEY AND SOURCE:

\$659,822.63 - 9960-906658-9557-900020-703032

BACKGROUND/EXPLANATION:

Russell Corrosion Consultants will provide engineering services for the City's water system including design, post award services for cathodic protection, cleaning and lining projects, mitigation of system problems and other related issues on an as-needed basis.

APPROVED FOR FUNDS BY FINANCE

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

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$760,000.00	9950-558-101	
Water Utility	Const. Res.	
Fund	Small Water Mains	
\$659,822.63	" "	9960-906658-9557
		900020-3
		Engineering
100,177.37	" "	9960-906658-9557
		900020-6
		Administration
<u>\$760,000.00</u>		

MINUTES

Department of Public Works - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Russell Corrosion Consultants, Inc. The Transfer of Funds was approved, **SUBJECT** to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTESHealth Department - Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an agreement with Chase Brexton Health Services, Inc. The period of the agreement is July 1, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$305,319.00 - 4000-424510-3040-278103-603051

BACKGROUND/EXPLANATION:

Chase Brexton Health Services, Inc. will provide comprehensive HIV ambulatory primary care to uninsured and underinsured HIV-infected adult residents in Baltimore City and surrounding counties to enable them to maximize the quality of their lives.

The agreement is being presented at this time because the State AIDS Administration programmatically manages Ryan White Part B services. The Department is responsible for processing contracts after receipt of an approved budget and scope of services and making payments to the provider after the State selects the provider through the Request for Proposal process.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of an agreement with Chase Brexton Health Services, Inc.

MINUTES

Health Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Future Care Health and Management of Irvington, Inc. The period of the agreement is July 1, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The organization will serve as a volunteer station for the Senior Companion Program. The City was awarded a grant from the Corporation of National and Community Services. The grant pays for 100% of the cost for Senior Companions to volunteer to assist special needs clients who want to remain in their homes. While the Senior Companions are on duty, the grant provides for their life insurance, transportation and other benefits.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Future Care Health and Management of Irvington, Inc.

MINUTES

Health Department - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the grant agreement with the Holabird Investments, LLC. The Board is also requested to approve and authorize execution of the agreement and declaration of covenants and restrictions. The period of the agreement is effective upon Board approval for three years.

AMOUNT OF MONEY AND SOURCE:

\$ 7,150.00 - 4000-42808-3050-282900-603026

BACKGROUND/EXPLANATION:

The grantee has applied to the City for a grant to undertake the lead hazard reduction work on 621 N. Denison Street. The grantee or its certified contractor will perform the services, provide the materials for the project, and agree that the project will be subject to occupancy and rental covenants and restrictions in the form required by the City for a three-year period from the time the lead hazard reduction work is completed.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the grant agreement with the Holabird Investments, LLC.

MINUTES

Health Department - Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Public Health Emergency Response (PHER) grant award from the Maryland Department of Health and Mental Hygiene, Office of Preparedness and Response. The period of the grant award is July 31, 2009 through July 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$188,495.00 - 4000-496410-3150-669200-601001

BACKGROUND/EXPLANATION:

This grant is for the Maryland H1N1 Planning and Response Program.

Under the terms of this grant award, the Department will use the grant funds to support and enhance the State and local public health infrastructure that is critical to public health preparedness and response. Activities include strengthening and sustaining the public health workforce; increasing laboratory capacity and capability; strengthening disease surveillance activities; and planning and implementing possible large scale mass vaccination activities. In addition, the funds will be used to develop effective public and risk communication guidance; develop effective community mitigation guidance; and purchase and procure personal protective equipment, antivirals, and other pandemic related purchases for protecting the public health workforce. The Department will also train and educate the public health workforce, conduct community and personal awareness activities, and address gaps and other challenges related to public health preparedness and response to an influenza pandemic.

MINUTES

The request is late because notification of the award was recently received.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Public Health Emergency Response grant award from the Maryland Department of Health and Mental Hygiene, Office of Preparedness and Response.

MINUTES**TRAVEL REQUEST**

<u>Name</u>	<u>To Attend</u>	<u>Amount</u>
<u>Baltimore City Health Department</u>		
1. Vincent Marsiglia	Lab Quality Confab on Quality Management in Diagnostic Medicine Atlanta, GA September 28 - 30, 2009 (Reg. Fee \$845.00)	\$1,586.51
<u>Department of Transportation</u>		
2. Richard Hooper Kenith Ching, Jr.	Managing Snow and Ice Control Operations Allentown, PA September 27 - 29, 2009 (Reg. Fee \$795.00 ea.)	\$2,130.00
<u>Department of Public Works</u>		
3. Gurminder Singh Misrak Shiferaw* Wazir Qudri Azzam Ahmad*	2 nd Annual Water Environment Federation Technical Exhibition and Conf Orlando, FL October 10 - 15, 2009 (Reg. Fee \$875.00 ea.) (Reg. Fee \$1,050.00*)	\$8,417.00

The Board, UPON MOTION duly made and seconded, approved the travel request. The Director of Public Works **ABSTAINED** on item no. 3.

MINUTES

Department of Human Resources - Expenditure of Funds for Police
Lieutenant Oral Examination

ACTION REQUESTED OF B/E:

The Board is requested to approve expenditures for 26 examiners recruited to administer the Police Lieutenant oral examination scheduled for October 5-8 2009 at the Tremont Plaza Hotel.

The Board is also requested to approve payment to Baltimore's Tremonts Historic Venue and All-Suite Hotel, Tremont Plaza Hotel for continental breakfast and snacks for the examiners.

AMOUNT OF MONEY AND SOURCE:

\$14,219.71 - 1001-000000-1600-172800-603026

- 4,140.00 Meal allowance for 23 overnight examiners @ \$45.00 per night for 4 nights
- 180.00 Meal allowance for 3 commuting examiners @ \$20.00 per day for 3 days
- 2,190.51 Continental breakfast for 30 people each day. (26 examiners, 1 HR staff, 3 consultant firm) @ \$19.95 per person for 3 days plus 22% service charge included
- 305.00 Snack for training only on 1st day for 30 people (26 examiners, 1 HR employee, 1 consultant, 2 BPD Rep.) @ rate of \$3.00 per soft drink x 30, 2 dozen cookies @ rate of \$35.00 per dozen and 3 dozen soft pretzels @ rate of \$30.00 per dozen plus 22% service charge included.
- 1,750.00 Parking for 14 examiners @ rate of \$25.00 per day for 5 days
- 225.00 Parking for 3 commuting examiners @ rate of \$25.00 per day for 3 days

MINUTES

Department of Human Resources - cont'd

- 375.00 Parking for 5 HR staff at rate of \$25.00 per day for 3 days
- 522.50 Estimated roundtrip mileage for 4 examiners @ \$0.55 a mile for a total of 950 miles (Note: These drivers are using personal vehicles. Others are using Government vehicles and receive no reimbursement)
- 3,151.70 Estimated roundtrip airfare for 9 examiners (Note: These are totals for each City.) (2) Nashville- \$598.00; (1) Savannah = \$373.90; 1 Miami = \$219.20; (1) Detroit=\$179.20; (1) Orlando=\$219.20; (1) Ft. Lauderdale= \$179.20; (2) Cleveland = \$384.00
Additional \$1,000.00 in case fees increase between now and Board approval
- 400.00 Tolls (estimated)
- 630.00 Taxi services, etc. @ \$70.00 each for 9 examiners roundtrip
- 300.00 Miscellaneous (emergency charges etc.)
- 50.00 Audiovisual (microphone/lectern) for 1 day

\$14,219.71**BACKGROUND/EXPLANATION:**

On May 20, 2009, the Board approved a Group Sales Agreement with the Baltimore's Tremonts Historic Venue and All-Suite hotel to use rooms for the Police Lieutenant promotional examination process. On July 25, 2009, 95 candidates passed the written exam and are now qualified to sit for the oral examination.

There will be a total of 26 examiners who have been recruited from 17 police jurisdictions. Most of the examiners will arrive in Baltimore on Sunday, October 04, 2009. The examiners will

MINUTES

Department of Human Resources - cont'd

participate with the assistance of the examination consultant, Chad Legel. There will be eight panels with three examiners, plus two alternates that will interview the candidates. The interviews will be held on October 5, 6 and 7, 2009. Refreshments will be made available to examiners during the training portion on the first day only due to the high costs.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION SUBJECT TO REVIEW OF THE INVOICES PRIOR TO PAYMENT.

UPON MOTION duly made and seconded, the Board approved and authorized expenditures for 26 examiners recruited to administer the Police Lieutenant oral examination scheduled for October 5-8 2009 at the Tremont Plaza Hotel. The Board also approved payment to Baltimore's Tremonts Historic Venue and All-Suite Hotel, Tremont Plaza Hotel for continental breakfast and snacks for the examiners.

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. <u>ADVANCED TANK SYSTEMS, INC.</u>	<u>\$24,000.00</u>	<u>Low Bid</u>
Solicitation No. B50001188 - Certifications and Inspections Including Parts and Service for Fuel Tanker - Department of General Services - Req. No. R529993		

2. <u>FISHER SCIENTIFIC</u>	<u>\$ 8,124.05</u>	<u>Low Bid</u>
Solicitation No. 07000 - DNA Lab Supplies - Police Department - Req. No. R532389		

3. <u>COLLABORATIVE TESTING SERVICES</u>	<u>\$17,517.00</u>	<u>Selected Source</u>
Solicitation No. 06000 - Lab Employee Testing - Police Department - Req. No. R532857		

The vendor is the only certified provider of the full range of testing services required by the Police Department.

4. <u>PC MALL GOV. INC.</u>	<u>\$14,676.00</u>	<u>Low Bid</u>
Solicitation No. 07000 - Toughbook Laptops - Health Department - Req. No. R531066		

5. <u>ABACUS DIAGNOSTICS</u>	<u>\$10,810.00</u>	<u>Sole Source</u>
Solicitation No. 08000 - Blood Testing Kits - Police Department - Req. No. R532560		

The vendor is the manufacturer and sole distributor of the required items.

6. <u>GIESERLAB, INC.</u>	<u>\$13,463.00</u>	<u>Sole Source</u>
Solicitation No. 08000 - Service and Maintenance for Evidence Drying Cabinets - Police Department - Req. No. R532516		

The vendor is the manufacturer and sole provider of service for these items.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARD AWARD BASIS

7. SUPPORT SOLUTIONS, INC.
DBA SSI CONSULTING \$ 5,144.25 Only Bid
 Solicitation No. 08000 - Software Support Contract - Mayor's
 Office of Employment Development - Req. No. R532175

8. HAY GROUP, INC. \$20,470.00 Selected Source
Solicitation No. 06000 - Actuarial Services (GASB 45
Evaluation) - Department of Finance - Req. No. R533119

This vendor is the incumbent and is best positioned to assure the timeliness of the CAFR (City Annual Financial Report), and will provide these services at the same prices, terms, and conditions of competitively bid contract BP-06002. A solicitation to replace contract BP-06002 is currently being prepared for the required service in future years.

9. CRITICAL IMAGING \$ 6,800.00 Sole Source
Solicitation No. 08000 - Camera Repairs - Fire Department -
Req. No. R529135

The vendor is the manufacturer and sole provider of repairs to these cameras.

10. BELL TECHLOGIX \$17,391.00 Sole Source
Solicitation No. 08000 - Software Support Updates - Enoch
Pratt Free Library - Req. No. R531490

The software updates are only available from the original developer.

11. XEROX CORPORATION \$10,260.00 Sole Source
Solicitation No. 08000 - Annual License Support - Department
of Finance, Bureau of Purchases - Req. No. R532476

Xerox Corporation is the sole provider for the renewal of this license.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
12. LYNN PEAVEY Solicitation No. 07000 - Evidence Tape - Police Department - Req. No. R531357	\$15,180.00	Low Bid
13. ZONES, INC. Solicitation No. B50000876 - Symantec Multi-Tier Protection Software Maintenance - Mayor's Office of Information Technology - Req. No. R511516	\$26,200.00	Renewal

On December 24, 2008, the Board approved the initial award in the amount of \$26,200.00. The award contained two 1-year renewal options at the sole discretion of the City. This is the first one-year renewal in the amount of \$26,200.00 for the period December 24, 2009 through December 23, 2010, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

14. SOLOMON'S TERMITE & PEST CONTROL Solicitation No. B50000741 - Provide Pest Control Services to Various City of Baltimore Buildings - Agencies - Various - Req. Nos. Various	\$80,000.00	Renewal
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On November 5, 2008, the Board approved the initial award in the amount of \$14,652.00. The award contained two 1-year renewal options at the sole discretion of the City. Subsequent actions have been approved. This is the first one-year renewal in the amount of \$80,000.00 for the period November 4, 2009 through November 3, 2010, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
15. MARTIN'S INC.	\$313,236.00	Renewal

Solicitation No. B50000040 - Furnish and Deliver Food for At-Risk, After School Snack Program - Department of Recreation and Parks - Req. No. R532041

On October 24, 2007, the Board approved the initial award in the amount of \$217,150.00. The award contained four 1-year renewal options at the sole discretion of the City. Subsequent actions have been approved. This is the second one-year renewal for the period October 27, 2009 through October 26, 2010 in the amount of \$313,236.00.

MWBOO GRANTED A WAIVER.

16. ADT SECURITY SERVICES, INC.	\$ 71,635.83	Agreement of Full Satisfaction & Release
Solicitation No. 06000 - Burglar Alarm and Fire Security Systems - Agencies - Various - Req. Nos. Various		

The Board is requested to approve and authorize execution an agreement of full satisfaction and release with ADT Security Services, Inc. (ADT). The period of the agreement is effective upon Board approval.

On May 13, 2009, the Board awarded a Citywide requirements Contract No. B50000984 Installation, Repair, and Maintenance for Commercial Security Alarm & Fire Protection Systems to Alarm Security Group, LLC d/b/a ASG Security for the period July 1, 2009 through June 30, 2014. Prior to that contract, various City agencies utilized the alarm system services of ADT and payments for those services are past due. ADT agrees to release the City from any claims and to the agreed upon payment amount for the period ending June 30, 2009.

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

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>		
17. BIO-RAD LABORATORIES,	\$ 3,822.00	Ratification
DIAGNOSTICS	51,850.00	Increase
GROUP	<u>\$55,672.00</u>	

Solicitation No. 08000 - HIV Test Kits - Health Department -
Req. Nos. R515071

On March 11, 2009, the Board approved the initial award for HIV test kits on a sole source basis to Bio-Rad Laboratories. Due to a technical problem in CitiBuy, the purchase order was overspent by \$3,822.00. In addition, the agency's need for the kits has grown considerably as a result of its community outreach programs. Authority is being requested to ratify the past-due invoices and increase the purchase order.

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

18. TELECOMMUNICATIONS		
SYSTEMS, INC.	\$1,000,000.00	Increase
Solicitation No. BP 05136 - City Wide Network and System Support - Agencies Various - Req. Nos. Various		

On November 9, 2005, the Board approved the initial award, in the amount of \$6,232,066.56. Subsequent actions were approved. This increase, in the amount of \$1,000,000.00, is necessary to meet the increased demand for these services, making the total contract award \$33,232,066.56. The contract expires November 8, 2009, with one 1-year renewal option remaining.

MWBOO SET GOALS OF 35.79% MBE AND 13.21 % WBE. (BECAUSE THIS IS A REQUIREMENTS CONTRACT, DOLLAR AMOUNTS WILL VARY).

The Mayor **ABSTAINED** on item No. 18.

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

MBE: The Bith Group	22.73%	
Full Circle Solutions	13.06%	

WBE: Realistic Computing	3.92%	
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MWBOO FOUND VENDOR IN COMPLIANCE.

A LETTERS OF PROTEST HAS BEEN RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION, INC.

President: "We have one protest on item, excuse me, on Page 87, item 18, Informal Award. This is the City Wide Network and System Support. Good morning."

Mr. Joe Mazza, Acting City Purchasing Agent: "We are recommending an increase of an award, BP 05136 for City Wide Network and System Support to Telecommunications Corporation in the amount of \$1,000,000.00."

President: "Good morning."

Mr. Arnold M. Jolivet, Maryland Minority Contractors, Assoc. Inc.: "I had submitted the protest on the assumption that the proposal where it was \$10,000,000.00 and in view that it has been corrected, I would urge the Board to allow me to withdraw my protest."

City Solicitor: "Permission granted, I would think."

President: "Is there Motion?"

MINUTES

City Solicitor: "I would MOVE that we grant Mr. Jolivet's request."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed NAY. Motion carries. Page 87, item 18 has been approved."

* * * * *

MMCA-MARYLAND MINORITY CONTRACTORS ASSOCIATION, INC.

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

Baltimore, MD 21210

443-413-3011

410-323-0932 Fax

arnoldmjolivet@starpower.net

September 22, 2009

Connected copy

VIA FACSIMILE 410-685-4416

The Honorable President and Members

Baltimore City Board of Estimates

Second Floor, City Hall

Baltimore, Maryland 21202

Attention: Ms. B. Harriett Taylor, Esquire

Clerk to the Board

**Subject: Protest Against Various Contract Awards-
Board of Estimates' Agenda, September 23, 2009**

Dear Madam President:

I represent the Maryland Minority Contractors Association, Inc. (MMCA) in its own independent right, and its members and constituents in protesting Your Honorable Board's approval of the above referenced Board Agenda items. It is well settled that an association, like MMCA herein, possesses the requisite standing to represent its members, its constituents and itself:

"[A]n Association [like MMCA] has standing to bring suit on behalf of its members when:

- (a) its members would otherwise have standing to sue in their own rights;
- (b) the interest it seeks to protect are germane to the organization's purpose; and
- (c) neither the claim asserted nor relief requested requires the participation of individual members in the lawsuit."

See Hunt v. Washington Apple Advertising Commission, 432 U. S., 333, 343 (1977); See also NAACP v. Button, 371 U.S. 415 (1963). ("An association and its members are one and the same.")

We hereby protest the following described proposed contract awards, increase or modifications on your 9/23/2009 agenda:

1. We protest the award of item number 18 on page 87 for the reason that the proposed increase violates competitive bidding requirements of Article VI, § 11 of the City Charter and moreover, fails to meet and satisfy the 13.21% WBE utilization goals established by the City's MWBOO.

- 88
AMS
2. We protest the proposed sole source award described in item number 19, on page 88, for the reason that the proposed award violates the mandatory competitive bidding requirements of Article VI, § 11 of the City Charter. Moreover, this proposed award violates Article 5, Subtitle 28 of the Baltimore City Code (M/WBE Utilization Requirements).
 3. We protest the BPW's proposed award of WC 1160-Montebello Plant 2 & Finished Water Reservoir Cover – to Kinsley Construction, Inc. This item is found on pages 91-92 of Your Honorable Board's 9/23/09 agenda. The proposed awardee has failed to comply with the procedural requirements of Article 5, Subtitle 28 of the City Code (M/WBE Utilization Requirements).

Please allow me to speak briefly on each of these items. Thank you for your kind consideration of the above stated items.

Sincerely,



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 - cont'd

- | | | |
|--|----------------|-------------|
| 19. BALTIMORE GAS & ELECTRIC
COMPANY | \$3,100,000.00 | Sole Source |
| Solicitation No. 08000 - Requirements for Street Lights Rehabilitation - Department of Transportation - Req. No. R530010 | | |

The Board is requested to approve an award for the rehabilitation and maintenance of Baltimore Street lights and related work. The vendor has a proprietary obligation to provide the designated services.

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

- | | | |
|--|---------------------|---------------------------|
| 20. MOTOROLA
INCORPORATED | No Additional Funds | Amendment
to Agreement |
| Solicitation No. 06000 - 800MHz Communications System Upgrade - Mayor's Office of Information Technology - Req. Nos. R531247 | | |

The Board is requested to approve and authorized execution of an amendment to an agreement with Motorola, Inc. On September 02, 2009, the Board approved an agreement with Motorola, Inc. This amendment will provide for a performance bond for the original agreement. Additionally, §3.2.2 of the original agreement will be extended to allow the City six (6) weeks

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

rather than four weeks to secure acceptable private financing for the implementation of the original agreement before it would automatically terminate.

MBE/WBE WAS PROVIDED IN THE ORIGINAL AGREEMENT AND IS UNCHANGED.

(FILE No. 55362)

UPON MOTION duly made and seconded, the Board approved the foregoing informal awards and increases and Extensions to Contracts. The mayor **ABSTAINED** on item No. 18.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

On the recommendations of the City agencies

hereinafter named, the Board,

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

Item Nos. 4 and 5 were **DEFERRED** for 1 week.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Department of Recreation and Parks

1. RP 09819, Community Parks & Playgrounds
FY 09

Mirabile Construction Company, Inc. \$242,968.00

MBE: M&F Contracting Company \$16,320.00 6.72%

WBE: McCall Trucking, Inc. \$ 4,200.00 1.73%

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$295,000.00	9938-902786-9475	9938-902786-9474
State	Reserve	Active
	Community Parks & Playgrounds FY 09	Community Parks & Playgrounds FY 09

This transfer will provide funds to cover the costs associated with the award of Contract No. RP 09819, Community Parks & Playgrounds FY 09 to Mirabile Construction Company, Inc.

3. RP 08835, Edgewood Recreation Center Gym Expansion

REJECTION - Seven bids were received and opened on 07/01/09. The five lowest bidders were found to be non-compliant by MWBOO. The Department requests that all bids be rejected. The Department also requests permission to re-advertise this project on September 25, 2009. The Department believes it would be in the best interest of the City to re-bid this project.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Water and Wastewater

4. WC 1160, Montebello Kinsley Construction, \$39,181,250.00
 Plant 2 & Finished Inc.
 Water Reservoir Cover

MBE: K&K Adams, Inc. \$ 720,900.00 1.84%
 W. Concrete, Inc. 3,750,000.00 9.57%
 Metro Flooring, Inc. 7,550.00 0.02%
 FSR Business Flooring, LLC 1,715.00 0.004%
 Chesapeake Contracting Services,* 3,616,000.00 9.23%
 Inc.

WBE: Barbie's Recycling & Hauling, Inc. \$ 628,000.00 1.60%
 Moisture Proof & Masonry, Inc. 225,000.00 0.57%
 Winshire Interior Construction, 56,000.00 0.14%
 Inc.
 Superior Painting & Contracting 130,000.00 0.33%
 Co., Inc.
 Abby Enterprises, LLC 4,358.00 0.01%

***THE BIDDER INCORRECTLY LISTED CHESAPEAKE CONTRACTING SERVICES AS A WBE. CHESAPEAKE SERVICES IS CERTIFIED WITH BALTIMORE AS A MBE.**

MWBOO FOUND VENDOR NON-COMPLIANT.

THE DEPARTMENT IS RECOMMENDING APPROVAL SUBJECT TO THE CONTRACTOR COMING INTO COMPLIANCE WITH THE MBE/WBE PROGRAM WITHIN 7 DAYS.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Bureau of Water and Wastewater - cont'd

5. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$23,664,029.05	9960-558-709	
Rev. Bonds	Constr. Res. Montebello	
17,739,805.00	Covered Reservoir	
Counties	" " "	
6,022,863.87	9960-558-713	
Rev. Bonds	Constr. Res. Towson	
	Finished Water Res. Cover	
3,949,997.08	" " "	
<u>Counties</u>		
\$51,376,695.00		
\$3,918,125.00	-----	9960-904694-557-2
		Extra Work
3,918,125.00	-----	9960-904694-557-3
		Design
2,008,320.00	-----	9960-904694-557-5
		Inspection
39,181,250.00	-----	9960-904694-557-6
		Construction
<u>2,350,875.00</u>	-----	9960-904694-557-9
		Administration
\$51,376,695.00		

This transfer is required to cover the costs associated with the award of contract WC 1160, Montebello Plant 2 Finished Water Reservoir Cover.

LETTERS OF PROTEST HAVE BEEN RECEIVED FROM TYDINGS & ROSENBERG LLP REPRESENTING FRU-CON CONSTRUCTION CORPORATION, OBER, KALER, GRIMES & SHIVER REPRESENTING THE WHITING-TURNER CONTRACTING CO., VENABLE LLP REPRESENTING PIZZAGALLI CONSTRUCTION COMPANY AND ROBERT FULTON DASHIELL, ESQ., P.A. REPRESENTING KINSLEY CONSTRUCTION CO., INC. AND THE MARYLAND MINORITY CONTRACTORS ASSOCIATION, INC.



**CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
BUREAU OF
WATER AND WASTEWATER
TABULATION OF BIDS**



**WATER CONTRACT NO: 1160
Montebello Plant 2-Finished Water Reservoir
Cover**

**BIDS OPEN DATE: 4/22/2009
ENGINEER'S ESTIMATE: \$44,045,357.00**

	BIDDER	AMOUNT	% OF ESTIMATE
*	Kinsley Construction, Inc.	\$39,181,250.00	88.96
	The Whiting-Turner Contracting Co.	\$39,497,000.00	89.67
	Allan A. Myers, LP	\$40,317,600.00	91.54
	Pizzagalli Construction Co.	\$40,339,000.00	91.59
	Archer Western Contractors, Ltd.	\$42,022,945.00	95.41
	Clark Construction Group, LLC	\$47,873,000.00	108.69
	Fru-Con Construction Corp.	\$48,327,000.00	109.72
	Cianbro Corporation	\$51,299,000.00	116.47
*	Ulliman Schutte Construction, LLC	\$53,162,000.00	120.70
	Facchina Construction Co., Inc.	\$58,178,000.00	132.09

* REVISED

ADMINISTRATOR: Doreen Diamond

396-4041

CONTACT PERSON: Sema Essien

396-7300

MBE/WBE CONTRACT GOAL INFORMATION SHEET

Contracting Agency: Bureau of Water and Wastewater Contract No.: WC 1160

Contract Description: Montebello Plant 2 Finished Water Reservoir Cover

Agency Contact Person: Sema Essien Phone #: 410-396-7300

Total Estimated Contract Amount: \$44,000,000

Trades, Industries, Services or Supplies Required Under This Contract	Prequalification Code	If Prequal Code Not Applicable, Indicate Total # of Available and Qualified Bidders	Estimated Cost	Estimated % of Total Contract
DEMOLITION	F02110		\$1,500,000	3.4
Concrete CONSTRUCTION (Materials)	G90124		\$9,300,000	21.1
Concrete CONSTRUCTION (Labor)	G90124		\$7,700,000	17.5
Pre- Cast Concrete Construction	C03420		\$9,000,000	20.5
Mechanical	F15600		\$1,500,000	3.4
Roofing (not including reservoir green roof)	F07500		\$700,000	1.6
PIPING & UTILITY CONSTRUCTION PCCP(pre-stressed cylindrical concrete piping)	G90104		\$1,500,000	3.4
electrical	F16000		\$800,000	1.8
SITWORK AND GRADING	A02210		\$7,700,000	17.5
General Requirements	N/A		\$3,500,000	8.0
Other (Masonry, Metals, Carpentry, Wood & Plastics, Finishes, Specialties, Equipment, Furnishings,	N/A		800,000	1.8

		TOTAL	\$44,000,000	100 %
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Contract Title and Number: WC 1160 Montebello Plant 2 Finished Water Reservoir Cover

This Contract X will be awarded through competitive bidding.

 will be awarded to a selected source.

 is for professional services.

List services or supplies that the Prime Contractor will not be able to subcontract to another company and will be required to perform with its own workforce:

List services or supplies required under this contract that are available only from a sole source:

List services or supplies required under this contract that should be exempt from MBE and WBE subcontracting goals and give reasons:

Concrete construction labor for this project is approximately \$7,700,00 of the Contract.

Specialty work , G90124- Environmental Engineering Concrete Structures in this category will need to demonstrate the ability to manage the Concrete Construction portion of the job.

Sema Essien

December 30, 2008

Signature and Title of person completing form

Date

Signature and Title of person completing form

Date

Action by Minority and Women's Business Opportunity Office

The following goals are applied to this contract:

MBE Goal: 11 %

WBE Goal: 11 %

MBE Sub-goals:

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

Stanley A. Williams
Signature

1/5/09
Date

Stanley A. Williams, Chief
Name and Title

July 23, 2009

Dana P. Moore

T 410-244-7799
F 410.244.7742
dpm03@venable.com

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

RE: Protesting Disqualification of Pizzagalli
Construction Company from WC 1160
Montebello Plant 2 Finished Water Reservoir Cover

Dear Clerk:

I represent Pizzagalli Construction Company ("Pizzagalli"). Pizzagalli protests the July 2, 2009 finding of the City of Baltimore Minority and Women's Business Opportunity Office (MWBOO) that Pizzagalli's bid submission package for WC 1160 – Montebello Plant 2 Finished Water Reservoir Cover ("WC 1160") is non-compliant for failure to initial changes to the "Statement of Intent" form. Pizzagalli was notified of MWBOO's finding by way of a letter dated July 9, 2009 and received by Pizzagalli on July 13, 2009. The deadline for filing this protest is noon on the day before the contract is to be awarded by the Board of Estimates at its regularly scheduled Wednesday meeting. WC 1160 is not in a position to be awarded and has not yet been included on the Board of Estimates agenda. Accordingly, this protest is timely.

In clarifying the finding of non-compliance for failure to initial changes to the Statement of Intent form, MWBOO's July 9, 2009 letter explains that "the Department of Public Works does not recommend contract awards to firms whose bids do not comply with Article 5 Section 28 of the Baltimore City Code." That Code section does not require that changes or corrections to a bid submission package be initialed by the contractor and subcontractor. Consequently, the disqualification of Pizzagalli for failing to initial changes is without basis.

The baseless disqualification of its bid substantially harms Pizzagalli because the disqualification eliminates the company from a significant competitive bid process for which it is qualified and should be selected. Accordingly, Pizzagalli protests MWBOO's disqualification. Further, Pizzagalli protests the awarding of WC 1160 to any other bidder than Pizzagalli. Additional factual support for this protest follows.

Baltimore City Board of Estimates
July 23, 2009
Page 3

initialed. Pizzagalli should not be disqualified for failing to satisfy a requirement that does not exist.

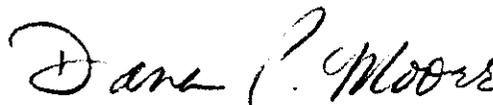
**Pizzagalli's Bid Irregularity,
If Any, is Minor and Curable**

Assuming for the sake of argument that MWBOO rules or other unspecified rules of Baltimore City procurement did indeed require Pizzagalli to initial changes made in its Statement of Intent, the failure to do so is a minor irregularity and is curable. The absence of initials in no way alters the substance of the contract or subcontract, Pizzagalli's ability to perform under the contract and, most significantly, Pizzagalli's satisfaction of the bid's WBE/MBE goals. Further, the omission is easily corrected by adding the initials of the Pizzagalli and Comer Construction, the subcontractor, at each changed entry on the "Statement of Intent".

Conclusion

For all of the reasons stated above, Pizzagalli protests its disqualification from bidding on WC 1160. Pizzagalli requests that the basis for the disqualification be found to be minor, curable, cured, waivable and waived. Further, Pizzagalli protests the awarding of WC 1160 to any bidder other than Pizzagalli.

Sincerely,



Dana Petersen Moore, Esq.
For Pizzagalli Construction Company

cc: Mayor Sheila Dixon
Comptroller Joan M. Pratt
City Council President Stephanie Rawlings Blake
City Solicitor George Nilson
David Scott, Director of Public Works
Shirley Williams, Director, MWBOO

Baltimore City Board of Estimates

July 23, 2009

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David Borsykowsky, Esq., General Counsel,
Pizzagalli Construction
Linda Sue Comer, President, Comer Construction
John Friesner, Contract Administrator at
City of Baltimore

ROBERT FULTON DASHIELL, ESQ., P.A.

1498 Reisterstown Road #334 | Pikesville, Maryland 21208

410-547-8820 (office) | 443-637-3718 (fax)

robertdashiell@dashiell-lawoffice.com

June 9, 2009

Bernice H. Taylor, Deputy Comptroller
Clerk, Board of Estimates of Baltimore City
100 Holliday St # 204
Baltimore, MD 21202

RE: Kinsley Construction, Inc. / WC 1160- Montebello Plant 2
Finished Water Reservoir Cover (the "Contract")

Dear Deputy Comptroller Taylor:

Please be advised that I represent Kinsley Construction, Inc. ("Kinsley"), the lowest, responsible and responsive bidder on the above referenced Contract. By letter dated May 27, 2009, the contract administrator for the Department of Public Works ("DPW") advised that DPW would not recommend award of the Contract to Kinsley because Chesapeake Contracting Services ("Chesapeake"), designated by Kinsley as a WBE was, in fact, certified as an MBE, resulting in a finding that Kinsley's bid was non-compliant with respect to WBE participation. Please accept his protest of the award of the Contract to any firm other than Kinsley. For your convenience, I have included five copies of this letter for distribution to the members of the Board of Estimates (the "Board").

I have reviewed this matter with Chesapeake and the Minority and Women's Business Opportunity Office (MWBOO). Based upon my assessment of all the information made available to me, I believe that at all times material to this matter Chesapeake satisfied all of the requirements for certification as a WBE and should have been certified as such in June 2008. The facts which led me to this conclusion are:

1. Chesapeake was formed in 1991 by W. William Nicholsonne and was shortly thereafter certified by the City as an MBE.
2. Kimberly Nicholsonne, William's daughter, has been the president and chief operating officer of the Company since her father's death in January 2007.
3. Ms. Nicholsonne has owned 53% of the issued and outstanding shares of common stock of Chesapeake since November 2007.
4. Since February 2008, Mary Nicholsonne, William's widow, has owned 31% of the issued and outstanding shares of common stock of Chesapeake. As of that date Kimberly and her mother have, together, owned 84% of the issued and outstanding shares of common stock of Chesapeake.
5. Chesapeake's bylaws, which have remained unchanged from the time it was formed, provide that directors are elected and may be removed, with or without cause, by majority vote of its shareholders.

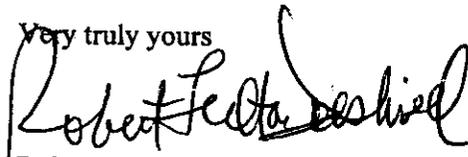
6. On or about June 20, 2008, Chesapeake applied for certification as a WBE.
7. On May 12, 2009, MWBOO, in its first response to Chesapeake's application, denied Chesapeake certification both as an MBE and a WBE because neither minorities nor women constituted a majority of the members of Chesapeake's board of directors.
8. On May 23, 2009, MWBOO granted Chesapeake certification as an MBE, but affirmed its denial of Chesapeake's application for WBE certification on the grounds that women had not comprised a majority of its Board of Directors for at least 12 months.
9. In rendering its May 23rd decision MWBOO did not take into the fact that from 2007 to the present women had the exclusive authority to elect and remove all members of Chesapeake's board.
10. Chesapeake has filed a request with MWBOO for reconsideration of the May 23rd decision.

In certifying Chesapeake as an MBE, notwithstanding the fact that minorities did not have numerical superiority on its board of directors for more than 12 months, MWBOO recognized that Chesapeake's minority shareholders possessed actual control of the company because they controlled membership on its board of directors. Because those minority shareholders are also female, Chesapeake's request for WBE certification should have been approved as well. Thus, MWBOO's decision in May 2009 denying Chesapeake's request was clearly erroneous.

Although Chesapeake was not listed as a WBE, Chesapeake advised my client that it had submitted an application for WBE certification in June 08 and expressed great confidence that its application would be approved. My client relied upon that assurance, in disregard of the stern warning in the bid documents relating to verification of M/WBE status. Ordinarily that would end the matter. However, as is true in every solicitation issued by the City, the bid documents for the Contract acknowledge and reserve to the authority to waive minor irregularities. .

There is no question here over Chesapeake's certification to perform the work for which it was designated. Nor, for the reasons stated above, should there be any question that Chesapeake was entitled to certification as a WBE long before the bid date of the Contract. Under these circumstances, the Board has the authority to and, I believe, should waive the non-compliance on my client's part as a minor irregularity.

Very truly yours



Robert Fulton Dashiell

RFD/ltucker

ATTORNEYS AT LAW

TYDINGS & ROSENBERG LLP

TIT MERITAS LAW FIRMS WORLDWIDE

100 EAST PRATT STREET
15TH FLOOR
BALTIMORE MARYLAND 21202

+10.752.9700

FAX +10.727.5460

TOWSON MD OFFICE

+10.337.0407

FAX +10.337.3758

www.tydingslaw.com

FRANKLIN M. LEE

410.752.9734

flee@tydingslaw.com

July 29, 2009

HAND DELIVERED

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

***Re: Bid Protest of Fru-Con Construction Corporation
In the Matter of Montebello Plant 2 Finished Water Reservoir Cover
Water Contract No. 1160 (WC 1160)***

To Whom It May Concern:

Please be advised that the law firm of Tydings & Rosenberg LLP represents Fru-Con Construction Corporation ("Fru-Con"). We formally submit this bid protest on Fru-Con's behalf opposing the City's disqualification of its bid in the above-referenced matter, and further contesting the City's apparent or potential decision to award this contract to another bidder, or in the alternative, to reject all bids and to re-bid this project. For the reasons set forth below, Fru-Con respectfully requests that this Board waive the technical defect in one of its bid forms that resulted from the inadvertent omission of M/WBE subcontractor material/supplies information that was nevertheless provided in other forms contained elsewhere within its bid. Fru-Con further requests that the City then award this contract to Fru-Con as the next lowest responsible bidder whose bid is qualified and within the acceptable cost range per the City Engineer's estimate.

Factual Summary

On April 22, 2009, Fru-Con submitted a bid in a timely fashion in response to Contract Bid No. WC 1160 – Montebello Plant 2 Finished Water Reservoir Cover. Fru-Con's bid was in the amount of \$48,327,000. At bid opening, Fru-Con's bid was ranked as the seventh apparent low bid among a total of ten bids submitted. Upon information and belief, each of the six bidders ranked ahead of Fru-Con were disqualified for various reasons, thus leaving Fru-Con as

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July 29, 2009
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the lowest responsible bidder.¹ However, July 23, 2009, correspondence from Doreen Diamond, Contract Administrator for the Baltimore City Department of Public Works, to Fru-Con, stated that the City of Baltimore Minority and Women's Business Opportunity Office ("MWBOO) had found that Fru-Con's bid submission package for this contract was non-compliant due to a failure to list the "Work/Service or Materials/Supplies" for M/WBE subcontractors, Genesis Steel Service, P&J Contracting Company, and Stella May Contracting, on its Part C – Statement of Intent Form. Accordingly, pursuant to Article 5, Section 28 of the Baltimore City Code, the Department of Public Works disqualified Fru-Con's bid from consideration. (See Attachment A)

In all other respects, the submitted "Part C – Statement of Intent" forms were complete (*i.e.*, they were executed by both Fru-Con and each of the M/WBE subcontractors indicating an intent to enter into a subcontract agreement upon contract award for the indicated work/service and for the identified dollar amount. (See Attachment B) Moreover, any ambiguity regarding the intent of the parties on the M/WBE subcontractors' scopes of work was removed when Fru-Con also submitted with its bid for each of these M/WBE subcontractors EPA Forms 6100-3 and 6100-04 (DBE Subcontractor Participation Form) executed by Fru-Con and by each respective M/WBE subcontractor. (See Attachment C). These fully executed EPA forms clearly provided a description of supplies or services to be provided by each M/WBE subcontractor and, like the Part C forms, delineated an identical dollar amount each was to be paid for such supplies and services.² As of this date, the Department of Public Works has failed to recommend contract award to Fru-Con or any another bidder, and upon information and belief, is considering recommending rejection of all bids and re-bidding this project.

Argument

A. The Inadvertent Omission of M/WBE Materials/Supplies Information from a Single Form Is a Technical Defect, Not A Substantive One, When the Missing Information Is Repeatedly Provided on Other Mandatory Forms Submitted With the Bid

Although, Fru-Con did not include a description of the specific supplies, materials and/or services to be provided by its intended M/WBE subcontractors on its Part C – Statement of Intent forms submitted with its bid, it is irrefutable that Fru-Con provided this precise information on three other forms that were submitted in a timely fashion as part of its bid – "Part F – Solicitation

¹ The six disqualified bidders whose bids were apparently lower than Fru-Con at bid opening were (1) Kinsley (\$39,188,750); (2) Whiting-Turner (\$39,497,000); (3) Allan A. Meyers (\$40,317,600); (4) Pizzagalli (\$40,339,000); (5) Archer Western (\$42,022,945); and (6) Clark (\$47,873,000).

² MBE subcontractor Genesis Steel Service is listed as performing "supply and install rebar" for \$3,466,892 or the equivalent of 7.1% of the prime contract amount; MBE subcontractor P & J Contracting Corporation is listed as performing "Sitework" for \$2,995,000 or the equivalent of 6.1% of the prime contract amount; and WBE subcontractor Stella May Contracting, Inc. is listed as performing "Site Piping" for \$6,132,011 or the equivalent of 12.6% of the prime contract amount.

Board of Estimates

July 29, 2009

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of Firms Prime (Construction) Contractor,” “EPA Form 6100-3 (DBE Subcontractor Performance Form),” and “EPA Form 6100-4 (DBE Subcontractor Utilization Form).” (See Attachments D and B, respectively). It is worth noting that while the Part F form was not required to be executed, the EPA Form 6100-3 was executed by both Fru-Con and the M/WBE subcontractor in all three cases. Like the City of Baltimore’s MWBOO Part C Form, execution of the EPA Forms create a legal duty on the part of prime contractors and subcontractors to be truthful about their stated intended participation. Fraudulent representations in bid documents relating to intended DBE or MBE Program participation in order to obtain federal (and even local) government contracts can be grounds for prosecution under the federal RICO Act and the False Claims Act. See 18 U.S.C. §§ 1341, 1343, and 31 U.S.C. §§ 3729-3733; see also *U. S. v. Leahy*, 464 F.3d 773 (7th Cir. 2006). In *Leahy*, the 7th Circuit Court of Appeals upheld a prosecution under the federal RICO Act against a scheme perpetrated by a white businessperson to defraud the City of Chicago’s MBE program. The fact that on the “Part F” form and the EPA Form 6100-4, as well as on the executed EPA Form 6100-3, Fru-Con included the required information regarding the scope of M/WBE subcontractor supplies and services to be provided is clearly indicative of its intent. More importantly, the representations made by Fru-Con and its M/WBE subcontractors on these executed EPA forms were substantive and binding, not just for EPA purposes, but also for purposes of compliance with the City of Baltimore’s MBE program. Accordingly, Fru-Con’s inadvertent omission of the M/WBE subcontractor scope of work information on a single form was a technical defect devoid of any substantive meaning or consequence. The City should not disqualify Fru-Con’s bid by literally elevating “form” over substance in this instance.

B. The Board of Estimates Has the Discretion to Waive Technical Defects in Bids When the Interest of the City May So Require

Under the Article 5, Section 28-14(b) of the Baltimore City Code, the Board of Estimates may, at its discretion, waive minor defects and errors in a bidder’s MBE or WBE submission. Moreover, Section 00 51 00.01 A on page 23 of the City of Baltimore specifications for this bid, specifies that the Board of Estimates reserves the right and sole discretion to “waive technical defects, if in its judgment, the interest of the City may so require.” For the reasons stated above, Fru-Con’s defect in its bid is an inadvertent technical defect that in no way substantively alters its responsibilities under the M/WBE program requirements. The fact that Fru-Con has disclosed the scope of work intended for its M/WBE subcontractors on three pieces of paper in its bid instead of four does not prejudice other bidders, nor does it substantively alter the nature or quality of its commitment to comply with the City’s M/WBE participation goals.

Board of Estimates
July 29, 2009
Page 4

C. The Interests of the City Weigh Heavily In Favor of the Waiver of Fru-Con's Technical Defect In Its Bid

There are several public interest considerations that weigh heavily in favor of the City's waiver of this technical defect:

1. The six bids that are ranked lower in price than Fru-Con have all been disqualified, and Fru-Con's bid of \$48,327,000 is the next lowest bid. With the waiver of this technical defect, Fru-Con's bid would be the last qualified bid to fall below the acceptable price range which is within 110% of the City Engineer's cost estimate for this project which has been stated to be slightly above \$44 million. Resorting to awarding this contract to the eighth, ninth, or tenth bidders would cost the City upwards of an additional \$3 million that is neither budgeted for, nor within the City's acceptable price range.
2. Failure to waive this technical bid defect would most likely require the City to re-bid this contract, which would then likely cause substantial further delays in contract award and start-up of construction for this important water project.
3. Upon information and belief, a substantial portion of the funding for this contract is coming from EPA on condition that bid opening is completed by September 30th, that recommendation and approval of a bid for contract award is made by the Maryland Department of the Environment by October 30th, and that the City issues a notice to proceed with construction no later than December 31, 2009. Given the lengthy history of this procurement, it is highly unlikely that this bid can be formally re-advertised and re-issued, evaluated by City staff and MDE, and awarded within a time frame to permit construction to begin by year's end. In the current round of bidding, bid opening occurred on April 22.nd Yet, three months later, there still is no recommended contract award by the City, nor has the City's contract award been submitted for approval by the Maryland Department of the Environment. As roughly only sixty days now remain until the federal bid opening deadline, the City would be engaging in highly risky behavior in attempting to re-bid this project on an expedited basis. Whatever gains the City might obtain through more competitive bidding under a re-bid scenario would be more than offset by the very real threat of loss of federal funding in the likely event the City misses one or more of its conditional deadlines.
4. Waiver of Fru-Con's technical defect in its bid would permit the City to award the contract to Fru-Con as the lowest responsible bidder, satisfy all of its M/WBE requirements, and meet all of its timeline conditions necessary to maintain its eligibility for full federal funding for this project. Given that the City is already under mandate from EPA to perform this work, and that current budgetary concerns place a premium on

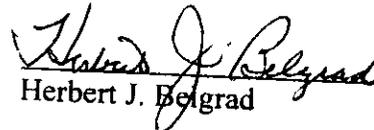
Board of Estimates
July 29, 2009
Page 5

City tax dollars, it is clearly in the City's interest to subsidize the cost of this project with federal funding to the maximum extent possible.

Conclusion

For all of the aforementioned reasons, the Board of Estimates should use its discretion to waive the technical defect in Fru-Con's Part C form, and award the contract to Fru-Con as the lowest responsible bidder conditioned upon the approval of the Maryland Department of the Environment.

Respectfully submitted,


Herbert J. Belgrad


Franklin M. Lee

Tydings & Rosenberg LLP
100 E. Pratt Street, 26th Floor
Baltimore, Maryland 21202
Telephone No. (410) 752-9700
Fax No. (410) 727-5460

Attorneys for Fru-Con Construction Corp.

Enclosures

cc: The Honorable Sheila Dixon, Mayor
The Honorable Joan Pratt, Comptroller
The Honorable Stephanie Rawlings-Blake, President of City Council
The Honorable George Nilson, City Solicitor
The Honorable David Scott, Director of Public Works
Shirley Williams, Esquire, Chief of MWBOO

Attachment A

CITY OF BALTIMORE

SHEILA DIXON, Mayor



DEPARTMENT OF PUBLIC WORKS

CONTRACT ADMINISTRATION
1105 Abel Wolman Municipal Building
Baltimore, Maryland 21202

CERTIFIED MAIL RECEIPT NO. 7003 3110 0003 6561 4990

July 23, 2009

JUL 24 2009

Fru-Con Construction Corp.
4310 Prince William Pkwy, Ste 200
Woodbridge, VA 22192

RE: WC 1160 – Montebello Plant 2 Finished Water Reservoir Cover

Dear Sir or Madam:

On July 20, 2009 the City of Baltimore Minority and Women's Business Opportunity Office (MWBOO) found your bid submission package for WC 1160 Montebello Plant 2 Finished Water Reservoir Cover to be non-compliant. The reason stated was: On part C, statement of intent form, Bidder did not list the Work/Service or Materials/Supplies for Genesis Steel Service, P & J Contracting Company, and Stella May Contracting. The Department of Public Works does not recommend contract awards to firms whose bids do not comply with, Article 5 Section 28 of the Baltimore City Code.

If you require further clarification of this decision, please contact the Department of Public Works' Office of Compliance at (410) 396-8497. As a courtesy, your firm will be contacted by the Office of Contract Administration prior to the recommendation to award this contract.

Sincerely,

DOREEN DIAMOND
CONTRACT ADMINISTRATOR

Cc: DPW-Office of Compliance

Attachment B

MMCA-MARYLAND MINORITY CONTRACTORS ASSOCIATION, INC.

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

Baltimore, MD 21210

443-413-3011

410-323-0932 Fax

arnoldmjolivet@starpower.net

September 22, 2009

Connected copy

VIA FACSIMILE 410-685-4416

The Honorable President and Members

Baltimore City Board of Estimates

Second Floor, City Hall

Baltimore, Maryland 21202

Attention: Ms. B. Harriett Taylor, Esquire

Clerk to the Board

**Subject: Protest Against Various Contract Awards-
Board of Estimates' Agenda, September 23, 2009**

Dear Madam President:

I represent the Maryland Minority Contractors Association, Inc. (MMCA) in its own independent right, and its members and constituents in protesting Your Honorable Board's approval of the above referenced Board Agenda items. It is well settled that an association, like MMCA herein, possesses the requisite standing to represent its members, its constituents and itself:

"[A]n Association [like MMCA] has standing to bring suit on behalf of its members when:

- (a) its members would otherwise have standing to sue in their own rights;
- (b) the interest it seeks to protect are germane to the organization's purpose; and
- (c) neither the claim asserted nor relief requested requires the participation of individual members in the lawsuit."

See Hunt v. Washington Apple Advertising Commission, 432 U. S., 333, 343 (1977); See also NAACP v. Button, 371 U.S. 415 (1963). ("An association and its members are one and the same.")

We hereby protest the following described proposed contract awards, increase or modifications on your 9/23/2009 agenda:

1. We protest the award of item number 18 on page 87 for the reason that the proposed increase violates competitive bidding requirements of Article VI, § 11 of the City Charter and moreover, fails to meet and satisfy the 13.21% WBE utilization goals established by the City's MWBOO.

- 88
AMS
2. We protest the proposed sole source award described in item number 19, on page 88, for the reason that the proposed award violates the mandatory competitive bidding requirements of Article VI, § 11 of the City Charter. Moreover, this proposed award violates Article 5, Subtitle 28 of the Baltimore City Code (M/WBE Utilization Requirements).
 3. We protest the BPW's proposed award of WC 1160-Montebello Plant 2 & Finished Water Reservoir Cover – to Kinsley Construction, Inc. This item is found on pages 91-92 of Your Honorable Board's 9/23/09 agenda. The proposed awardee has failed to comply with the procedural requirements of Article 5, Subtitle 28 of the City Code (M/WBE Utilization Requirements).

Please allow me to speak briefly on each of these items. Thank you for your kind consideration of the above stated items.

Sincerely,



Arnold M. Jolivet
Managing Director

GENESIS

WATER CONTRACT NO. 1160

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: Fru-Con Construction Corporation

Name of MBE or WBE: Genesis Steel Service

MBE or WBE Certification Number: 90-000652 (9-30-09)

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 3,466,892 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: 7.1 %

African American % Asian American %
Hispanic American % Native American %

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

[Signature]
Signature of Prime Contractor (REQUIRED)
Michael R. Fischer

04/22/09
Date

[Signature]
Signature of MBE or WBE (REQUIRED)
Roland Pead - President

4-20-09
Date

P&J

WATER CONTRACT NO. 1160

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: Fru-Con Construction Corporation

Name of MBE or WBE: P & J Contracting

MBE or WBE Certification Number: 89-000118

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 2,995,000 (if this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: 6.1 %

African American ___% Asian American ___%
Hispanic American ___% Native American ___%

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

[Signature]
Signature of Prime Contractor (REQUIRED)
Michael R Fischer, Vice President

04/22/09
Date

[Signature]
Signature of MBE or WBE (REQUIRED)

3/6/09
Date

Stella

WATER CONTRACT NO. 1160

4 of 4

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: Fru-Con Construction

Name of MBE or WBE: Stella May

MBE or WBE Certification Number: 96-003096 Baltimore City *exp 11/9/2011*

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 6,132,011 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: 12.62 %

African American ___% Asian American ___%
Hispanic American ___% Native American ___%

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (REQUIRED)
Michael R. Fishoer

04/22/09
Date

Stella M. Miller
Signature of MBE or WBE (REQUIRED)
Stella M. Miller, President

4/21/09
Date

Attachment C

Water Contract # 1160

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No:	_____
Approved:	_____
Approval Expires:	_____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR Genesis Steel Service		PROJECT NAME Montebello Plant 2 Water Res.
ADDRESS Baltimore MD 21221 330 Back River Neck Road		BID/PROPOSAL NO.
TELEPHONE NO. 410-338-1896		E-MAIL ADDRESS director@1554 Verizon.NET
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PERCENT OF WORK SUBMITTED TO PRIME CONTRACTOR
	SCYDOLYF INSTALL RESOR ✓	3486,892 ✓
Currently certified as MBE or WBE under EPA's DBE Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor Michael R. Fischer Print Name		Date 04/22/09
Signature of Subcontractor Roland Poed Print Name		Title Vice President
		Date 4.20.2009
		Title President

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance

SANITARY CONTRACT No. 829

OCTOBER 1, 2008



Environmental Protection Agency

Civil Control No. _____
Approved: _____
Approval Expires: _____

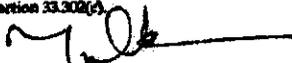
Disadvantaged Business Enterprises Program
DBE Subcontractor Utilization Form

BID PROPOSAL NO. WC 1160	PROJECT NAME Montebello Plant 2 Finished Water Cover
NAME OF PRIME BIDDER/PROPOSER Fru-Con Construction Corporation	E-MAIL ADDRESS
ADDRESS 4310 Prince William Parkway, Suite 200, Woodbridge VA 22192	
TELEPHONE NO. 703-586-6100	FAX NO. 703-586-6101

The following subcontractors' will be used on this project

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE IN DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
Genesis Steel Service 330 Back River Rd Baltimore MD 21221 410-238-1890	Supply & Install Rebar	\$426,872	MBE

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 41 CFR Part 101-11.6(a).


 Signature Of Prime Contractor _____ Date 4/22/2009
 Michael R. Fischer _____ Vice President
 Print Name _____ Title

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into a contract with a contractor to provide services pursuant to an EPA award of financial assistance.

SANITARY CONTRACT No. 829

OCTOBER 1, 2008



Environmental
Protection Agency

OMB Control No. _____
Approval _____
Approval Expires _____

**Disadvantaged Business Enterprise Program
 DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR P & J Contracting		PROJECT NAME Montebello Plant 2 Finished Water Cover
ADDRESS 3010 Ridgewood Avenue Baltimore, MD 21215		DBE PLAN OR RACIAL NO. WC 1160
TELEPHONE NO. 410-977-6253	E-MAIL ADDRESS	
PRIME CONTRACTOR NAME Fru-Con Construction Corporation		
CONTRACT ITEM NO.	TYPE OF WORK OR DESCRIPTION OF SERVICES AND QUANTITY	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
	SHAWK ✓	2,995,000
Contract is subject to DBE or WBE under EPA's DBE Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor Michael R. Fischer		Date 4/22/2009
Print Name		Title Vice President
Signature of Subcontractor PRESS JONES		Date 4/17/09
Print Name		Title PRESIDENT

This contractor is advised that any company, firm, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance

EPA FORM 619B-3 (DBE Subcontractor Performance Form)

SANITARY CONTRACT No. 829

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No. _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontract Utilization Form

RID/PROPOSAL NO. WC 1160	PROJECT NAME Montebello Plant 2 Finished Water Cover
NAME OF PRIME BIDDER/PROPOSER Fru-Con Construction Corporation	E-MAIL ADDRESS
ADDRESS 4310 Prince William Parkway, Suite 200, Woodbridge VA 22192	
TELEPHONE NO. 703-588-6100	FAX NO. 703-588-6101

The following subcontractors will be used on this project			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE IN DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
P & J Contracting Corporation 3010 Ridgewood MD 21215 Baltimore MD 21215 410-977-8258	Site work ✓	258,000 ✓	MBE ✓
I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 41 CFR Part 33 Section 33.302(a).			
 Signature Of Prime Contractor		4/22/2009 Date	
Michael R. Fischer Print Name		Vice President Title	

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide work or services to an EPA award of financial assistance.

EPA FORM 6100-1 (DBE Subcontract Utilization Form)

3084

Water Contract # 1160

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No.	_____
Approved	_____
Approval Expires	_____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR Stella May Contracting, Inc.		PROJECT NAME Montebello Plant 2
ADDRESS 1512 Edgewood Rd. Edgewood, MD 21040		DBE PROPOSAL NO. 1160
TELEPHONE NO. 410-679-8306	E-MAIL ADDRESS	
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OR WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
	TYPE 3 pipe ✓	6,132,011
Currently certified as an MBE or WBE under EPA's DBE Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor Michael R. Fischer		Date 4/22/09
Print Name		Title Vice President
Signature of Subcontractor Stella M. Miller		Date 4/21/09
Print Name Stella M. Miller		Title President

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to the DBE contract of financial assistance.

SANITARY CONTRACT No. 829

OCTOBER 1, 2008



Environmental Protection Agency

Civil Control No: _____
Approval: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO. WC 1160	PROJECT NAME Montebello Plant 2 Finished Water Cover
NAME OF PRIME BIDDER/PROPOSER Fru-Con Construction Corporation	E-MAIL ADDRESS
ADDRESS 4310 Prince William Parkway, Suite 200, Woodbridge VA 22192	
TELEPHONE NO. 703-588-8100	TAX NO. 703-588-8101

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE IN DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN SDB OR WDB
Stella May Contracting 1512 Edgewood Rd. Edgewood MD 21040 410-679-8306	Site piping	6,133,000	WBE

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 41 CFR Part 39 Section 39.322(a).

Signature of Prime Contractor: [Signature] Date: 4/22/2009

Michael R. Fischer Vice President
Print Name Title

Subcontractor is defined as a company, firm, partnership, or individual who enters into an agreement with a contractor or prime contractor pursuant to WACPA Section of 19A.0202.0000000000

EPA FORM 6300-1 (DBE Subcontractor Utilization Form)

Attachment D

**PART F: SOLICITATION OF FIRMS
PRIME (CONSTRUCTION) CONTRACTOR**

Complete one form for each subcontractor

Project Name: MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER
 Total Contract Amount (Prime Construction Contractor): _____

Please answer the following questions for each subcontract

Procurement Category: Check only one procurement category for each subcontract being reported under the above referenced project. Construction Equipment Services Supplies

Summary of Subcontractors Solicited

- 1 Number of firms solicited (attach documentation): 143
 2 Number of M/WBE firms that responded (attach documentation): 71

Details of Selected Firm

- 3 Name of Firm: Genesis Steel Service
 4 Address: 330 BAck River Neck Rd, Baltimore, MD 21221
 5 Contact Person (Name and Phone): Roland Peed, 410-238-1890

6 Total amount of Subcontract \$ 3,466,892

7 Type of Subcontract Work:

Type of Work	Cost	Type of Work	Cost
<u>Rebrk 54Y</u>	<u>\$ 3,466,892</u>		\$
	\$		\$

8 Is the firm a Minority Business Enterprise? (MBE) Yes No

9 Is the firm a Women Business Enterprise? (WBE) Yes No

10 If response to question 8 or 9 is yes, please complete the following:

- o M/WBE Certification Number: 90-000652
 Certification Date: _____
 Expiration Date (if applicable): 09-20-09
- o Certifying Agency: City of Baltimore

Ms. Kay G. Bee, Program Manager, MWQFA
 1800 Washington Blvd., Baltimore MD 21230
 Phone: 410-537-3146, E-mail: kbee@mda.state.md.us
 MDE/WQFA-PN0098 October 1, 2008
 TTY Users 1-800-735-2258

**PART F: SOLICITATION OF FIRMS
PRIME (CONSTRUCTION) CONTRACTOR**

Complete one form for each subcontractor

Project Name: MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER
 Total Contract Amount (Prime Construction Contractor): _____

Please answer the following questions for each subcontract

Procurement Category: Check only one procurement category for each subcontract being reported under the above referenced project. Construction Equipment Services Supplies

Summary of Subcontractors Solicited

- 1 Number of firms solicited (attach documentation): 148
 2 Number of M/WBE firms that responded (attach documentation): 71

Details of Selected Firm

- 3 Name of Firm: P & J Contracting
 4 Address: 3010 Ridgewood Ave, Baltimore MD 21215
 5 Contact Person (Name and Phone): Sham Vij 410-367-4103
 6 Total amount of Subcontract \$ 2,995,000

7 **Type of Subcontract Work:**

Type of Work	Cost	Type of Work	Cost
Side work	\$ 2,995,000		\$
	\$		\$

- 8 Is the firm a Minority Business Enterprise? (MBE) Yes No
 9 Is the firm a Women Business Enterprise? (WBE) Yes No
 10 If response to question 8 or 9 is yes, please complete the following:

- o M/WBE Certification Number: 89-000119
 Certification Date: _____
 Expiration Date (if applicable): 05/01/09
- o Certifying Agency: City of Baltimore

Ms. Kay G. Bee, Program Manager, MWQFA
 1800 Washington Blvd, Baltimore MD 21230
 Phone: 410-537-3146, E-mail: kbee@mde.state.md.us
 MDE/WQFA-PR0098 October 1, 2005
 TTY Users 1-800-735-2258

**PART F: SOLICITATION OF FIRMS
PRIME (CONSTRUCTION) CONTRACTOR**

Complete one form for each subcontractor

Project Name: MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER
 Total Contract Amount (Prime Construction Contractor): _____

Please answer the following questions for each subcontract

Procurement Category: Check only one procurement category for each subcontract being reported under the above referenced project. Construction Equipment Services Supplies

Summary of Subcontractors Solicited

- 1 Number of firms solicited (attach documentation): 143
 2 Number of M/WBE firms that responded (attach documentation): 71

Details of Selected Firm

- 3 Name of Firm: Stella May Contracting, Inc
 4 Address: 1512 Edgewood Rd, Edgewood, MD 21040
 5 Contact Person (Name and Phone): Stella Miller, 410-679-8306
 6 Total amount of Subcontract \$ 6,132,000

7 **Type of Subcontract Work:**

Type of Work	Cost	Type of Work	Cost
SHE V. pins	\$ 6,132,000		\$
	\$		\$

8 Is the firm a Minority Business Enterprise? (MBE) Yes No

9 Is the firm a Women Business Enterprise? (WBE) Yes No

10 If response to question 8 or 9 is yes, please complete the following:

- o M/WBE Certification Number: 96-003096
 Certification Date: _____
 Expiration Date (if applicable): 01/09/2011
- o Certifying Agency: City of Baltimore

:

Ms. Kay G. Bee, Program Manager, MWQFA
 1800 Washington Blvd., Baltimore MD 21230
 Phone: 410-537-3146, E-mail: kbee@mdc.state.md.us
 MDE/WQFA-FR0098B October 1, 2005
 TTY Users 1-800-735-2258

ROBERT FULTON DASHIELL, ESQ., P.A.

1498 Reisterstown Road #334 | Pikesville, Maryland 21208
410-547-8820 (office) | 443-637-3718 (fax)

robertdashiell@dashiell-lawoffice.com

June 9, 2009

Bernice H. Taylor, Deputy Comptroller
Clerk, Board of Estimates of Baltimore City
100 Holliday St # 204
Baltimore, MD 21202

RE: Kinsley Construction, Inc. / WC 1160- Montebello Plant 2
Finished Water Reservoir Cover (the "Contract")

Dear Deputy Comptroller Taylor:

Please be advised that I represent Kinsley Construction, Inc. ("Kinsley"), the lowest, responsible and responsive bidder on the above referenced Contract. By letter dated May 27, 2009, the contract administrator for the Department of Public Works ("DPW") advised that DPW would not recommend award of the Contract to Kinsley because Chesapeake Contracting Services ("Chesapeake"), designated by Kinsley as a WBE was, in fact, certified as an MBE, resulting in a finding that Kinsley's bid was non-compliant with respect to WBE participation. Please accept his protest of the award of the Contract to any firm other than Kinsley. For your convenience, I have included five copies of this letter for distribution to the members of the Board of Estimates (the "Board").

I have reviewed this matter with Chesapeake and the Minority and Women's Business Opportunity Office (MWBOO). Based upon my assessment of all the information made available to me, I believe that at all times material to this matter Chesapeake satisfied all of the requirements for certification as a WBE and should have been certified as such in June 2008. The facts which led me to this conclusion are:

1. Chesapeake was formed in 1991 by W. William Nicholsonne and was shortly thereafter certified by the City as an MBE.
2. Kimberly Nicholsonne, William's daughter, has been the president and chief operating officer of the Company since her father's death in January 2007.
3. Ms. Nicholsonne has owned 53% of the issued and outstanding shares of common stock of Chesapeake since November 2007.
4. Since February 2008, Mary Nicholsonne, William's widow, has owned 31% of the issued and outstanding shares of common stock of Chesapeake. As of that date Kimberly and her mother have, together, owned 84% of the issued and outstanding shares of common stock of Chesapeake.
5. Chesapeake's bylaws, which have remained unchanged from the time it was formed, provide that directors are elected and may be removed, with or without cause, by majority vote of its shareholders.

EXHIBIT

9

tabbles

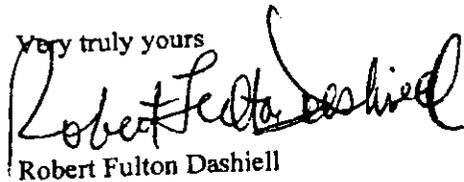
6. On or about June 20, 2008, Chesapeake applied for certification as a WBE.
7. On May 12, 2009, MWBOO, in its first response to Chesapeake's application, denied Chesapeake certification both as an MBE and a WBE because neither minorities nor women constituted a majority of the members of Chesapeake's board of directors.
8. On May 23, 2009, MWBOO granted Chesapeake certification as an MBE, but affirmed its denial of Chesapeake's application for WBE certification on the grounds that women had not comprised a majority of its Board of Directors for at least 12 months.
9. In rendering its May 23rd decision MWBOO did not take into the fact that from 2007 to the present women had the exclusive authority to elect and remove all members of Chesapeake's board.
10. Chesapeake has filed a request with MWBOO for reconsideration of the May 23rd decision.

In certifying Chesapeake as an MBE, notwithstanding the fact that minorities did not have numerical superiority on its board of directors for more than 12 months, MWBOO recognized that Chesapeake's minority shareholders possessed actual control of the company because they controlled membership on its board of directors. Because those minority shareholders are also female, Chesapeake's request for WBE certification should have been approved as well. Thus, MWBOO's decision in May 2009 denying Chesapeake's request was clearly erroneous.

Although Chesapeake was not listed as a WBE, Chesapeake advised my client that it had submitted an application for WBE certification in June 08 and expressed great confidence that its application would be approved. My client relied upon that assurance, in disregard of the stern warning in the bid documents relating to verification of M/WBE status. Ordinarily that would end the matter. However, as is true in every solicitation issued by the City, the bid documents for the Contract acknowledge and reserve to the authority to waive minor irregularities.

There is no question here over Chesapeake's certification to perform the work for which it was designated. Nor, for the reasons stated above, should there be any question that Chesapeake was entitled to certification as a WBE long before the bid date of the Contract. Under these circumstances, the Board has the authority to and, I believe, should waive the non-compliance on my client's part as a minor irregularity.

Very truly yours



Robert Fulton Dashiell

RFD/tucker

G.W. WHITING
(1883-1974)

FOUNDED 1909

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

HAMPTON PLAZA, 300 EAST JOPPA ROAD, TOWSON
BALTIMORE, MARYLAND 21286-3048

410-821-1100

FAX 410-337-5770

www.whiting-turner.com

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS

(410) 494-7433

May 14, 2009

VIA FACSIMILE: (410) 539-7292

City of Baltimore
Contract Administration
Abel Wolman Municipal Building
200 Holliday Street, Room 201
Baltimore, Maryland 21202
Attention: Mr. John Friesner

Dear Mr. Friesner,

Upon reviewing the bid submissions for WC 1160 – Montebello Water Plant 2 Improvement, it was noticed that Kinsley Construction named Chesapeake Contracting Services (certification #97-003190) for \$3,616,000 to perform pre-cast concrete work. Kinsley identified this work as being 9.2% of their total WBE participation package.

Whiting-Turner questions the responsiveness of Kinsley's bid based on the understanding that Chesapeake Contracting Services is certified as a MBE (African American) by both the City of Baltimore and MDOT. We are unable to locate any documentation from the City of Baltimore or MDOT that lists Chesapeake Contracting Services as a WBE. Therefore we feel that Kinsley's bid does not meet the WBE requirements of the contract. Please clarify our interpretation.

I can be reached at the number above to discuss this matter further. Thank you for your assistance.

Yours truly,
THE WHITING-TURNER CONTRACTING COMPANY



Al Tyler
Project Manager

CC: Bernard LaHatte, W-T Vice President
Tara Macer, COB Contract Administrator

HEADQUARTERS: BALTIMORE, MARYLAND



OFFICES NATIONWIDE



*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2772
RECIPIENT ADDRESS 84105397292
DESTINATION ID
ST. TIME 05/14 12:43
TIME USE 00' 17
PAGES SENT 1
RESULT OK

G.W.C. WHITING
(1883-1974)

FOUNDED 1909

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

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BALTIMORE, MARYLAND 21286-3048
410-821-1100
FAX 410-337-5770
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ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS

(410) 494-7433

May 14, 2009

VIA FACSIMILE: (410) 539-7292

City of Baltimore
Contract Administration
Abel Wolman Municipal Building
200 Holliday Street, Room 201
Baltimore, Maryland 21202
Attention: Mr. John Friesner

Dear Mr. Friesner,

Upon reviewing the bid submissions for WC 1160 -- Montebello Water Plant 2 Improvement, it was noticed that Kinsley Construction named Chesapeake Contracting Services (certification #97-003190) for \$3,616,000 to perform pre-cast concrete work. Kinsley identified this work as being 9.2% of their total WBE participation package.

Whiting-Turner questions the responsiveness of Kinsley's bid based on the understanding that Chesapeake Contracting Services is certified as a MBE (African American) by both the City of Baltimore and MDOT. We are unable to locate any documentation from the City of Baltimore or MDOT that lists Chesapeake Contracting Services as a WBE. Therefore we feel that Kinsley's bid does not meet the WBE requirements of the contract. Please clarify our interpretation.

I can be reached at the number above to discuss this matter further. Thank you for your assistance.

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Law Department - Minority and Women's Business Opportunity Office

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MWBO Certification Directory: Search Results

Search All by Keyword for "Chesapeake Contracting" 5/8/2009 2:13:27 PM

----- 1 companies found.

CHESAPEAKE CONTRACTING SERVICES, INC.--(MBE)--African American--
Cert#: 97-003190
Kimberly M. Nicholsonne
2025 Inverness Avenue, Suite 220, Baltimore, MD 21230-
Phone: (410)644-2027 Fax: (410)644-2406
Email: info@chesapeakecs.com
SERVICE DESCRIPTION: CURTAINWALL, FUME-FREE REMOTE CONTROLLED
DEMOLITION, GLASS, GLAZING, LOUVERS, METAL PANELS,
MISCELLANEOUS METALS, PRECAST, REFRACTORY REMOVAL,
STOREFRONTS, STRUCTURAL STEEL
Cert expiration: 3/27/2008 Extension date: 5/30/2009

Baltimore City Law
Department
100 N. Holiday Street
Suite 101
Baltimore, MD 21201
(410) 396-3297

Minority & Women's
Business Opportunity
Office
City Hall, Room 101
100 N. Holiday Street
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Contact The Webmaster

WATER CONTRACT NO. 1160

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: Kinsley Construction

Name of MBE or WBE: CHESAPEAKE CONTRACTING SERVICES, INC

MBE or WBE Certification Number: Balto. City #97-003190 04/21/09

Work/Service to be performed by MBE or WBE:
PRECAST INSTALLATION

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ ~~1,100,000.00~~ 3,616,000 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: 3,616,000 ^{9.2} % RS 4-22

African American 74 % Asian American %
Hispanic American % Native American %

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

Douglas A. Coff
Signature of Prime Contractor (REQUIRED)

04-22-09
Date

Dale R. Wilson, President
Charles R. Thomas, VP
Signature of MBE or WBE (REQUIRED)
Charles R Thomas ,VP

April 21, 2009
Date

OCTOBER 1, 2008



Environmental Protection Agency

DBE Control No. _____
Approved _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR* Chesapeake Contracting Services	PROJECT NAME Montebello Plant 2 Finished Water Reservoir Cover
ADDRESS 2025 Inverness Ave Balto. MD. 21230	CONTRACT NO. 1160
TELEPHONE NO. (410) 644-2064	E-MAIL ADDRESS www.chesapeakecs.com
PRIME CONTRACTOR NAME Kinsley Construction	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g. reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
	Install precast concrete - furnish	3,616,000
<p><i>Charles P. Jones</i> VP. April 21, 2009 Subcontractor Signature Title/Date</p> <p><i>Michael Hoff</i> 04-22-09 Senior Estimator</p>		

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Participation Form)

PART B: WBE PARTICIPATION DISCLOSURE FORM

Use this form to list WOMEN'S Business Enterprises that you will use to meet the WBE Participation Goal. Please be reminded that:

- The same subcontractor may not be used to meet both the MBE and WBE goals.
- If Bidder is an MBE or WBE, Bidder may not use itself to meet either of the contract goals.
- Only 25% of each contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (i.e. If bid amount is \$100,000 and WBE goal is 6% or \$6,000; then participation limit for WBE suppliers that are non-manufacturers is \$1,500 or 25% of the 6% WBE goal.)

Prime Contractor's Name: Kinsley Construction, Inc.

Prime Contractor's Address: PO Box 2886, York, PA 17405

Contract Number & Title: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

WBE SUBCONTRACTORS

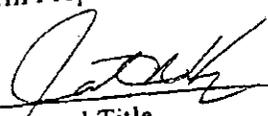
Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
Superior Painting	93-002176	12-19-10	\$130,000	33%
Abbey Enterprises	01-004020	08-13-10	\$4,358	.01%

TOTAL DOLLAR AMOUNT OF CONTRACT \$ 39,188,750

TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS \$ 4,659,358

TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT 11.9 %

Form Prepared by:

 717-741-3841 4/22/09
 Name and Title Phone # Date
 Jonathan R. Kinsley, President/COO

PART B: MBE PARTICIPATION DISCLOSURE FORM

Use this form to list MINORITY Business Enterprises that you will use to meet the MBE Participation Goal. Please be reminded that:

- The same subcontractor may not be used to meet both the MBE and WBE goals.
- If Bidder is an MBE or WBE, Bidder may not use itself to meet either of the contract goals.
- Only 25% of each contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (i.e. If bid amount is \$100,000 and MBE goal is 15% or \$15,000; then participation limit for MBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% MBE goal.)

Prime Contractor's Name: Kinsley Construction, Inc.

Prime Contractor's Address: PO Box 2886, York, PA 17405

Contract Number & Title: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

MBE SUBCONTRACTORS

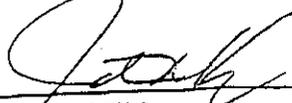
Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
K.K. Adams, Inc.	89000175	01-07-11	\$720,900	1.8%
W. Concrete, Inc.	08-0049169	02-03-10	\$3,750,000	9.6%
Metro Flooring	00-003879	11-26-09	\$7,550	.02%
FRS Business Flooring	07-004910	08-02-09	\$1,715	0.04%

TOTAL DOLLAR AMOUNT OF CONTRACT \$ 39,188,750

TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS \$ 4,480,165

TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT 11.4 %

Form Prepared by:


 Name and Title: Jonathan R. Kinsley, President/COO Phone #: 717-741-3841 Date: 4/22/09

(If necessary, make additional copies of this page. Each additional page must be signed and dated.)

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Enter full or partial information in ONE of the following fields:

Service Description: Separate multiple Codes with spaces.

Service Code:

Owner Last Name:

Owner First Name:

Company Name: chesapeake contracting

Baltimore City Law Department
 100 N. Holliday Street
 Suite 101
 Baltimore, MD 21201
 (410) 396-3297

Minority & Women's Business Opportunity Office
 City Hall, Room 101
 100 N. Holliday Street
 Baltimore, MD 21202
 (410) 396-4355

Select type of business OR race

Minority Business Enterprise (MBE)

Women's Business Enterprise (WBE)

All

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Search WBE by Keyword for "chesapeake contracting services" 4/23/2009

11:23:19 AM

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Enter full or partial information in ONE of the following fields:

Service Description:

Service Code:

Owner Last Name:

Owner First Name:

Company Name:

Separate multiple Codes with spaces.

chESApeake contracting s

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(410) 396-3297

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City Hall, Room 101
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Select type of business OR race

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Search MBE by Keyword for "chesapeake contracting services" 4/23/2009
9:18:10 AM

----- 1 companies found.

CHESAPEAKE CONTRACTING SERVICES, INC.--(MBE)--African American--
Cert#: 97-003190
Kimberly M. Nicholsonne
2025 Inverness Avenue, Suite 220, Baltimore, MD 21230-
Phone: (410)644-2027 Fax: (410)644-2406
Email: info@chesapeakecs.com

SERVICE DESCRIPTION: CURTAINWALL, FUME-FREE REMOTE CONTROLLED
DEMOLITION, GLASS, GLAZING, LOUVERS, METAL PANELS,

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100 N. Holliday Street
Suite 101
Baltimore, MD 21201
(410) 396-3297

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City Hall, Room 101
100 N. Holliday Street
Baltimore, MD 21202
(410) 396-4355

MISCELLANEOUS METALS, PRECAST, REFRACTORY REMOVAL,
STOREFRONTS, STRUCTURAL STEEL
Cert expiration: 3/27/2008 Extension date: 6/27/2009

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Service Code: Separate multiple Codes with spaces

Owner Last Name:

Owner First Name:

Company Name:

Select type of business OR race

Minority Business Enterprise (MBE) Women's Business Enterprise (WBE) A

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----- 1 companies found.

CHESAPEAKE CONTRACTING SERVICES, INC.--(MBE)--African American
 Cert#: 97-003190
 Kimberly M. Nicholsonne
 2025 Inverness Avenue, Suite 220, Baltimore, MD 21230-
 Phone: (410)644-2027 Fax: (410)644-2406
 Email: info@chesapeakecs.com
 SERVICE DESCRIPTION: CURTAINWALL, FUME-FREE REMOTE CONTROL
 DEMOLITION, GLASS, GLAZING, LOUVERS, METAL PANE
 MISCELLANEOUS METALS, PRECAST, REFRACTORY REMOV
 STOREFRONTS, STRUCTURAL STEEL
 Cert expiration: 3/27/2008 Extension date: 6/27/2009

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THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

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Baltimore, MD 21286
410-821-1100
FAX 410-337-0900
www.whiting-turner.com

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INDUSTRIAL
WAREHOUSE/DISTRIBUTION
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ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS
410-337-2335

July 2, 2009

Re: WC 1160 – Montebello Plant 2 Finished Water
Reservoir Cover

Ms. Shirley Williams
Minority and Woman's Business Opportunity Office
City Hall, Room 101
100 N. Holliday Street
Baltimore, MD 21202

Dear Ms. Williams,

This is in response to your e-mail to me of July 1, 2009, in which you invited Whiting-Turner to provide information which can "clarify, not modify, your MBE/WBE submission." The City has indicated that it believes the Part C submission is non-compliant because it listed all scopes of work rather than just those the subcontractor in question was going to perform.

Our submission is accurate as written and we believe it is fully compliant with Article 5, Section 28 of the Baltimore City Code. Doracon is in fact going to perform all of the scopes of work listed in our submission. So the listing of all scopes is accurate. If there is a concern about an alleged inconsistency between that submission and the EPA form, it is explained by the difference in timing in the signing of those two forms as explained below. However, any difference in the EPA form is irrelevant to the issue of the compliance of the MBE/WBE submission with the City Code.

The original bid due date for this project was April 8, 2009 with an estimated value of \$40-\$50M, MBE goal 11% (\$4.4 - \$5.5M). The bid date was subsequently postponed to April 22, 2009.

April 3, 2009 – WT met with DCI, discussed all the services we could consider them to perform on this project, including work associated with the City of Baltimore office trailer complex, and signed the Part C, Statement of Intent form. The items listed for "Work/Service to be performed by MBE" is a list of all the services that DCI is certified to perform because that is in fact the scope of services we were negotiating.

April 14, 2009 – Addendum No. 5 is issued and clarified the necessity to include the EPA form with the bid submission.

April 20, 2009 – WT met with DCI again, discussed a scope of services, and signed the EPA form. The value of the scope of services listed was \$3,000,000.

April 22, 2009 – WT submits a bid of approximately \$39.5M, MBE goal of 11.39%, \$4.5M (significantly lower than the City's estimated value of \$50M).

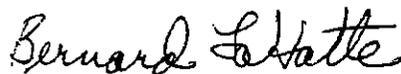
We did not feel the need to modify the Part C, Statement of Intent form because at the time of signing we were negotiating a scope of work inclusive of all the services listed. We have since negotiated a scope including all of those services. DCI is going to perform all of the services listed. The value of that additional work is approximately \$475,000, increasing our MBE participation to 12.5%.

Our track record with the City's MBE/WBE program and the MBE/WBE community is exemplary. We have and will continue to meet or exceed the established goals whenever possible. That is exactly what we will do if successful on this award.



We trust the above information provides clarifications you invited.
Should you have any questions/comments please contact us. Thanks you for your consideration.

Very truly yours,
THE WHITING-TURNER CONTRACTING COMPANY



Bernard LaHatte
Vice President

Attachments: Part C, Statement of Intent; EPA form

cc: Monica Wilson (City of Baltimore, Office of Compliance), John Friesner (City of Baltimore, Contract Administration), AJ Tyler (WT), WT File

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: The Whiting-Turner Contracting Company

* Name of MBE or WBE: DORACON CONTRACTING, INC.

* MBE or WBE Certification Number: 94-002536 * Expiration Date: 3/31/2010

Work/Service to be performed by MBE or WBE:

Demolition, Drainage Structures, Duct Line Construction, Earthwork & Site Preparation, Erosion Control, Electronic Safety Cabinets, Grading, Sewer Construction, Water Mains, Construction Management, Hauling, Paving, Fire and Security Systems, Clearing and Grubbing, Site Concrete, Carpentry, Metal Framing, Drywall, Painting, Furnish and Install Communications, Materials/Supplies to be furnished by MBE or WBE: voice, data, media, Audio/Visual and IT Infrastructure Systems, Electrical

Subcontract Amount: \$ _____ (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: _____ %

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

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

[Signature] _____ 4/3/09
Signature of Prime Contractor (REQUIRED) Date

* [Signature] _____ 4/3/09 *
Signature of MBE or WBE (REQUIRED) Date

Water Contract # 1160

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR DAACON CONTRACTING INC		PROJECT NAME Montelello
ADDRESS 3500 E. Biddell ST. BALTIMORE MD 21218		BID/PROPOSAL NO. 1160
TELEPHONE NO. 410-558-0600		E-MAIL ADDRESS
PRIME CONTRACTOR NAME Whiting-Turner		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PERCENT OF WORK SUBMITTED TO PRIME CONTRACTOR
	SEDIMENT & EROSION DEMOLITION EXCAVATION UTILITIES	See MBE/WBE SBI Form
Currently certified as an MBE or WBE under EPA's DBE Program? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Signature of Prime Contractor Ryan Fox		Date 4-20-09
Print Name Ryan Fox		Title Project Engineer
Signature of Subcontractor Dennis G. Cullop		Date 4-20-09
Print Name Dennis G. Cullop		Title Vice President

*Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM #100-3 (DBE Subcontractor Performance Form)

Tyler, Al

From: LaHatte, Bernard
Sent: Monday, July 20, 2009 11:13 AM
To: Tyler, Al
Subject: FW: WC 1160 - Montebello Plant @ Finished Water Reservoir Cover
FYI.
Bernie

From: Williams, Shirley A. [mailto:Shirley.A.Williams@baltimorecity.gov]
Sent: Thursday, July 16, 2009 1:06 PM
To: LaHatte, Bernard; Ronald Lipscomb
Cc: Wilson, Monica; Friesner, John
Subject: RE: WC 1160 - Montebello Plant @ Finished Water Reservoir Cover

Gentlemen:

Forgive my delay in responding to both your letters of explanation; however, I wanted to wait until we were nearing the completion of evaluating the bids for the project. I have reviewed both letters carefully; unfortunately, I am not inclined to modify my decision. Because of the import of the Statement of Intent to the MBE/WBE Program, it should only reflect the services and amount agreed upon at the time. It should not include those services about which you are conducting ongoing negotiations.

Mr. LaHatte, I appreciate your firm's willingness to consider the expertise of minority subcontractors beyond a specified goal, and Mr. Lipscomb I have always appreciated your advocacy for the program -I hope that does not change. Hopefully, an incident of this type will not recur.

Shirley A. Williams

From: LaHatte, Bernard [mailto:Bernard.lahatte@Whiting-Turner.com]
Sent: Thursday, July 02, 2009 2:50 PM
To: Williams, Shirley A.
Cc: Wilson, Monica; Friesner, John
Subject: WC 1160 - Montebello Plant @ Finished Water Reservoir Cover

Ms. Williams,

Please see the attached letter. Hard copies will follow. Thanks.
<<Mont Letter resp to SW7-1-09 MWBOO.pdf>>

7/20/2009



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

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

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

WATER CONTRACT NUMBER 1160

III. BID OR PROPOSAL

Bids Due April 8, 2009

DUPLICATE

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

Days of Completion 1400 Consecutive Calendar Days

Liquidated Damages \$4,000 per Calendar day

Made this 22nd day of April 2009

By The Whiting-Turner Contracting Company
(Name)

300 East Joppa Road Towson, MD 21204
(Address)

The Bidder shall sign below to signify the following:

I/We have received Addendum Nos. 1, 2, 3, 4, 5
for this Contract.

Bernard LaHalle Vice President
Signature and Title

To The Board of Estimates of Baltimore City:

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

\$ 39,497,000.



SCHEDULE OF PRICES

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

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND QUANTITIES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
401	LUMP SUM	CCN 40000 FURNISH. & INSTALL. ALL MATERIALS & EQUIP., AS SPEC. IN CONTRACT BOOK AT <u>Three</u> - <u>Five</u> <u>million</u> <u>Six</u> <u>Hundred</u> <u>Five</u> <u>hundred</u> <u>and</u> <u>no</u> <u>one</u> <u>cent</u>	LUMP SUM 35,669,000.00		35,669,000.00	
402	50	CUBIC YARDS OF --- CONTINGENT CLASS #3 EXCAVATION FOR INCIDENTAL CONSTRUCTION AT <u>Twenty</u>	20		1,000.00	
		PER CU. YD.				
BUREAU OF WATER & WASTEWATER			END OF CATEGORY NO. 4 NO ALTERNATES			
			WATER CONTRACT NO. 1160			

The foregoing prices are to include and cover the furnishing of all materials and labor requisite and proper, and the providing of all necessary machinery, tools, apparatus and means for performing the work and the doing of all the above mentioned work as set forth and described in the Contract Documents.

Note: Each and every person Bidding and Named above must sign here.

In case of Firms, give the first and last name of each member, in full, with Title.

In case a Bid shall be submitted by or in behalf of any Corporation, it must be signed in the name of such Corporation by some authorized Officer or Agent, thereof, who shall also subscribe his Name and Title. If practicable, the Seal of the Corporation shall be affixed.

In case a Bid shall be submitted by a joint venture ("JV"), the document that established the JV must be submitted with the bid for verification purposes, and Officers or Agents of all of the firms that are part of the Joint Venture must sign below as acknowledgement of their participation in this bid.

WITNESS L. Albert Tyle Jr. (SIGNED) Bernard LaHalle

(TITLE) Vice President

WITNESS _____ (SIGNED) _____

(TITLE) _____

WITNESS _____ (SIGNED) _____

(TITLE) _____

A. BID/PROPOSAL AFFIDAVIT

INSTRUCTIONS: The following Bid/Proposal Affidavit is a material and integral part of this Bid. Each Bidder shall read it carefully and enter all information required therein prior to executing it before a Notary Public. Failure to properly complete and execute this Bid/Proposal Affidavit will cause your bid to be found non-responsive and it will be rejected by the Board of Estimates.

1. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) Vice President and the duly authorized representative of (business name) The Whiting-Turner Contracting Co. and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

2. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

N/A

3. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, false pretences, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the City of Baltimore's Minority and Women's and Business Enterprises Law, Baltimore City Code, Article 5, Subtitle 28;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

n/a

4. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity

I am aware of, and the above business will comply with, Election Law Article, Title 14, Disclosure By Persons Doing Public Business, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a municipal corporation or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

8. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic x) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation.

(If not applicable, so state). N/A

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the City of Baltimore and the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, the Department of Labor, Licensing, and Regulation and the City of Baltimore, as applicable.

9. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

10. CERTIFICATION OF WORK CAPACITY AND PREQUALIFICATION CLASSIFICATIONS

I FURTHER AFFIRM THAT:

We hold Certificate No. 274 which expires on 7/23/09 .

We have the Work Capacity to perform this contract as provided in the Standard Specifications and in accordance with the rules, regulations and requirements of the Baltimore City Contractors' Qualification Committee.

Furthermore, our current Certificate of Prequalification includes work Classifications covering Contract Items to a total of at least Fifty Percent (50%) of the Aggregate Amount Bid.

11. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit shall be included in my Bid/Proposal and that my failure to furnish it will be considered cause for my Bid/Proposal to be rejected. I further acknowledge that this Affidavit is subject to applicable laws of the United States, the State of Maryland and the City of Baltimore, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the City of Baltimore, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland and Baltimore City with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: Bernard LaHatte, vice President
Name/Title

Subscribed and sworn to me this 22nd day of April 2009.

[Signature]
Notary Public

My commission expires on April 23, 2013.

C. ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

The contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246
3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C.874)
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-330).
5. Compliance with Guidelines Contained in 40 CFR247-254(RCRA-Section 6002).

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations.
 It is understood that non-compliance with any one of the above Federal laws and regulation will be the sufficient reason to cause termination of the contract.

The Whiting-Turner Contracting Company
 Contractor

Signed by: Bernard LaBette
 Authorized Officer

4/22/09
 Date

Bernard LaBette
 Name (Print)

Vice President
 Title (Print)

MAYOR AND CITY COUNCIL OF BALTIMORE
MINORITY AND WOMEN'S BUSINESS PROGRAM
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28

FOR USE ON STATE REVOLVING LOAN FUNDED PROJECTS

BIDDER INFORMATION AND FORMS

CONTRACTING AGENCY: BUREAU OF WATER AND WASTEWATER

CONTRACT NUMBER: WATER CONTRACT NO. 1160

CONTRACT TITLE: MONTEBELLO PLANT 2 FINISHED WATER
RESERVOIR COVER

Pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition) -- Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.

The MBE Goal is 11 %

MBE Sub-goals:

African American	__%
Asian American	__%
Hispanic American	__%
Native American	__%
Total	<u>11</u> %

**The total of the sub-goals is the MBE contract goal for this contract.*

The WBE Goal is 11 %

Bid Requirements

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents WITH THE BID:

- (1) MBE and WBE Participation Disclosure Forms
- (2) Statement of Intent Form(s) signed by both Bidder and MBE or WBE
- (3) MBE/WBE Participation Affidavit

Any bid that does not include the MBE/WBE Participation Disclosure Form, signed Statement of Intent Form(s) and MBE and WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of bidder's efforts to obtain MBE and WBE participation.

Verifying Certification

Each bidder is responsible for verifying that all MBEs and WBEs to be used on a contract are certified by the Minority and Women's Business Opportunity Office (MWBOO) before bid

opening. A directory of certified MBEs and WBEs is available from MWBOO. Since changes to the Directory occur daily, the bidder should call MWBOO at 410-396-4355 to verify certification, expiration dates, and services that the MBE or WBE is certified to provide.

Contract Requirements

During the term of the contract, any unjustified failure to comply with the MBE and WBE participation requirements is a material breach of contract.

Before final payment may be made under the contract, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

Substitution of MBE or WBE

The Minority and Women's Business Opportunity Office must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract.

Waiver Requests

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. No waiver will be granted unless the waiver request includes documentation that demonstrates a good faith effort to comply with the goals.

MBE and WBE Participation Standards

Participation of M/WBEs

The total dollar value of a contract with a company certified as both MBE and WBE (M/WBE) may be counted toward either the MBE goal or the WBE goal, but not to both. The bidder must choose the goal to which the contract value is applied.

Non-affiliation

A bidder may not use an MBE or WBE to meet a contract goal if:

1. the bidder has a financial interest in the MBE or WBE
2. the bidder has an interest in the ownership or control of the MBE or WBE
3. the bidder is significantly involved in the operation of the MBE or WBE

(Art. 5, §28-41)

A bidder that is an MBE or WBE may NOT use itself to meet a contract goal.

Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. (Art.5, §28-32).

Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment, or supplies as an incident to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

Manufacturers

A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE manufacturer. (Art. 5, §28-36)

Suppliers

~~Manufacturers~~ A bidder may count toward the contract goal 100% of its expenditure to a certified MBE or WBE supplier who manufactures the goods supplied.

Non-Manufacturers - A bidder may count 100% of its expenditure to a certified MBE or WBE supplier who is a wholesaler warehousing the goods supplied; or who is a manufacturer's representative. However, only 25% of each contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (Art. 5, §28-37)

Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture. (Art. 5, §28-33)

Insurance companies and travel agents

A bidder may count toward the contract goals only 15% of its expenditure to a MBE or WBE insurance company or travel agent. (Art. 5, §28)

Financial institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28)

If you would like to receive a copy of Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) please call MWBOO at 410-396-4355.

MAYOR AND CITY COUNCIL OF BALTIMORE
 MINORITY AND WOMEN'S BUSINESS OPPORTUNITY OFFICE

**MBE AND WBE PARTICIPATION
 REQUIRED FORMS**

Name of Bidder (Proposer) The Whiting-Turner Contracting Company

Address 300 East Joppa Road Towson MD 21286

Contracting Agency BUREAU OF WATER AND WASTEWATER

Contract (Project) Title MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR
 COVER

Contract Number: WATER CONTRACT NO. 1160

Bid Due Date: April 8, 2009

MBE GOAL: 11 % WBE GOAL: 11 %

MBE Sub-goals:
 African American ___%
 Asian American ___%
 Hispanic American ___%
 Native American ___%
 Total 11 %

**The total of the sub-goals is the MBE contract goal for this contract.*

THIS PACKAGE OF MBE AND WBE PARTICIPATION FORMS IS DUE WITH THE BID.

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
 Baltimore City Department of Law
 Room 101 City Hall
 100 N. Holliday Street
 Baltimore, Maryland 21202
 410-396-4355

PART A: INSTRUCTIONS

The requirements of the Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition), are a part of this contract and are incorporated by reference. **FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A MATERIAL BREACH OF CONTRACT.**

The following are included:

Part A: Instructions

~~Part B: MBE and WBE Participation Disclosure Form~~

Part C: Statement of Intent Form - A Statement of Intent Form shall be completely executed for each and every MBE and WBE named in Part B.

Part D: MBE/WBE Participation Affidavit - to be completed by Bidder.

Part E: Demonstration by Prime Contractor in applying M/WBE Affirmative Steps form

Part F: Solicitation of Firms form

Part G: MBE/WBE Participation Waiver Request Form. If you are unable to meet the MBE and WBE participation goals for this contract, the law requires you to submit a waiver request with the bid.

Part H: Subcontractor Utilization Form

ALL FORMS ARE DUE WITH BID.

For any Contract not competitively bid and awarded by the Board of Estimates, this form is due before the Board of Estimates approves the Contract or Agreement.

PART B: MBE PARTICIPATION DISCLOSURE FORM

Use this form to list MINORITY Business Enterprises that you will use to meet the MBE Participation Goal. Please be reminded that:

- The same subcontractor may not be used to meet both the MBE and WBE goals.
- If Bidder is an MBE or WBE, Bidder may not use itself to meet either of the contract goals.
- Only 25% of each contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (i.e. If bid amount is \$100,000 and MBE goal is 15% or \$15,000; then participation limit for MBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% MBE goal.)

Prime Contractor's Name: The Whiting-Turner Contracting Company

Prime Contractor's Address: 300 East Joyce Road

Contract Number & Title: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

MBE SUBCONTRACTORS

Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
<u>Dorcas</u>			<u>3,000,000</u>	<u>7.6%</u>
<u>Genesis</u>			<u>1,500,000</u>	<u>3.8%</u>

TOTAL DOLLAR AMOUNT OF CONTRACT \$ 39,497,000
 TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS \$ 4,500,000
 TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT 11.39 %

Form Prepared by:

At Tyler Project Manager (410) 494-7433 4/22/09
 Name and Title Phone # Date

(If necessary, make additional copies of this page. Each additional page must be signed and dated.)

PART B: WBE PARTICIPATION DISCLOSURE FORM

Use this form to list WOMEN'S Business Enterprises that you will use to meet the WBE Participation Goal. Please be reminded that:

- The same subcontractor may not be used to meet both the MBE and WBE goals.
- If Bidder is an MBE or WBE, Bidder may not use itself to meet either of the contract goals.
- Only 25% of each contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (i.e. If bid amount is \$100,000 and WBE goal is 6% or \$6,000; then participation limit for WBE suppliers that are non-manufacturers is \$1,500 or 25% of the 6% WBE goal.)

Prime Contractor's Name: The Whiting-Turner Contracting Company

Prime Contractor's Address: 300 East Jones Road Towson, MD 21286

Contract Number & Title: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

WBE SUBCONTRACTORS

Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
<u>Eastwood</u>			<u>47,000</u>	<u>.12%</u>
<u>Haines</u>			<u>55,000</u>	<u>.14%</u>
<u>Janis Radallata</u>			<u>25,000</u>	<u>.06</u>
<u>NR Eyer</u>			<u>3,325,000</u>	<u>8.42</u>
<u>Monumental Supply</u>			<u>900,000</u>	<u>2.28</u>
TOTAL DOLLAR AMOUNT OF CONTRACT			\$	<u>38,497,000</u>
TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS			\$	4,352,000 <u>4,352,000</u>
TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT				<u>11.02</u> %

Form Prepared by:

Al Tyler, Project Manager 410 494-7433 4/22/09
 Name and Title Phone # Date

(If necessary, make additional copies of this page. Each additional page must be signed and dated.)

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: The Whiting-Turner Contracting Company

* Name of MBE or WBE: DORACON CONTRACTING, INC.

* MBE or WBE Certification Number: 94-002536 * Expiration Date: 3/31/2010

Work/Service to be performed by MBE or WBE:

Remediation, Drainage Structures, Duct Line Construction, Earthwork + Site Preparation, Erosion Control, Electronic Safety Cabinets, Grading, Sewer Construction, Water Mains, Construction Management, Hauling, Paving, Fire and Security Systems, Clearing and Grubbing, Site Concrete, Carpentry, Metal Framing, Drywall, Painting, Furnish and Install Communications, Materials/Supplies to be furnished by MBE or WBE: voice, data, media, Audio/Visual and IT Infrastructure Systems, Electrical

Subcontract Amount: \$ 3,000,000 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: 7.6 %

African American % Asian American %
Hispanic American % Native American %

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

[Signature]
Signature of Prime Contractor (REQUIRED)

4/3/09
Date

* [Signature] Vice President
Signature of MBE or WBE (REQUIRED)

4/3/09 *
Date

Water Contract # 1160

OCTOBER 1, 2008



Environmental Protection Agency

QMB Control No:	_____
Approved:	_____
Approval Expires:	_____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR DOACON CONTRACTING INC		PROJECT NAME Monticello
ADDRESS 3500 E Bidella ST. BALTO, MD 21218		BID/PROPOSAL NO. 1160
TELEPHONE NO. 410-558-0600	E-MAIL ADDRESS	
PRIME CONTRACTOR NAME Whiting-Turner		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
	SEDIMENT & EROSION DEMOLITION EXCAVATION UTILITIES	See MBE/LAB SBI Form
Currently certified as an MBE or WBE under EPA's DBE Program? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Signature of Prime Contractor Ryan Fox		Date 4-20-09
Print Name Ryan Fox		Title Project Engineer
Signature of Subcontractor Dennis G. Callow		Date 4-26-09
Print Name Dennis G. Callow		Title Vice President

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial resources.

EPA FORM #100-3 (DBE Subcontractor Performance Form)

WATER CONTRACT NO. 1160

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: Whiting-Turner Contracting Co.

Name of MBE or WBE: Genesis Steel Service, Inc.

MBE or WBE Certification Number: 90-000652 exp 09/20/09

Work/Service to be performed by MBE or WBE:
Structural Steel, misc. metals, fencing + Guardrail
Reinforcing Steel, Pre-cast Erection

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 1,500,000 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: 3.8 %

African American - _____ % Asian American - _____ %
Hispanic American - _____ % Native American - _____ %

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

[Signature]
Signature of Prime Contractor (REQUIRED)

4/15/09
Date

Roland Paed - President
Signature of MBE or WBE (REQUIRED)

4-15-09
Date

Roland Paed

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No: _____
 Approved: _____
 Approval Expires: _____

Disadvantaged Business Enterprise Program
 DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR Genesis Steel Service		PROJECT NAME MonCabella Plant 2 Water Res.
ADDRESS Baltimore MD. 21221 330 Beck River Neck Road		BID/PROPOSAL NO. Water Contract 1160
TELEPHONE NO. 410.238-1890		E-MAIL ADDRESS erector8155@verizon.net
PRIME CONTRACTOR NAME Whiting - Turner Contracting Company		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
401	Furnish and Install Reinforcing Steel Furnish and Erect Precast and Prestressed Concrete	See MBE/WBE SBI Form
Currently certified as an MBE or WBE under EPA's DBE Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor <i>[Signature]</i>		Date 4/20/09
Print Name Calvin G. Eldredge		Title Asst. Project Manager
Signature of Subcontractor <i>[Signature]</i>		Date 4.20.2009
Print Name Roland Reed		Title President

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-5 (DBE Subcontractor Performance Form)

WATER CONTRACT NO. 1160

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160 MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: Whiting-Turner

Name of MBE or WBE: EASTWOOD PAINTING & CONTRACTING

MBE or WBE Certification Number: 00-013931

Work/Service to be performed by MBE or WBE:
PAINTING

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 42,000 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: .12 %

African American - _____ % Asian American - _____ %
Hispanic American - _____ % Native American - _____ %

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

[Signature]
Signature of Prime Contractor (REQUIRED)

4/22/09
Date

[Signature]
Signature of MBE or WBE (REQUIRED)

4-21-09
Date

00301

Water Contract # 1160

OCTOBER 1, 2008



Environmental Protection Agency

CMB Contract No.	_____
Approved	_____
Approval Expires	_____

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR <i>EASTWOOD PAINTING & Co.</i>		PROJECT NAME <i>HONTSBLUD PLANT 2-</i>
ADDRESS <i>7008 FIFTH AVE, BALD MD</i>		BID/PROPOSAL NO. <i>1160</i>
TELEPHONE NO. <i>410-282-6417</i>		E-MAIL ADDRESS <i>EASTWOODPAINTING@AOL.COM</i>
PRIME CONTRACTOR NAME <i>Whiting - Turner</i>		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRICE	PERCENT OF WORK SUBMITTED TO PRIME CONTRACTOR
<i>401</i>	<i>SEE MBE/WBE SOI Form</i>	<i>SEE MBE/WBE SOI Form</i>
Currently certified as an DBE or WBE under EPA's DBE Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor <i>[Signature]</i>		Date <i>9/22/09</i>
Print Name <i>Brent Miller</i>		Title <i>Project Engineer</i>
Signature of Subcontractor <i>[Signature]</i>		Date <i>4-21-09</i>
Print Name <i>Cynthia A. [Name]</i>		Title <i>President</i>

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance

EPA FORM #100-3 (DBE Subcontractor Performance Form)

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160

MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: The Whiting-Turner Contracting Company

* Name of MBE or WBE: Haines Industries, Inc.

* MBE or WBE Certification Number: 88-000111

* Expiration Date: 5/21/09

Work/Service to be performed by MBE or WBE:

Traffic Maintenance, Erosion Control, Light Landscaping

Materials/Supplies to be furnished by MBE or WBE:

Signature:

Subcontract Amount: \$ 55,000 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: .14 %

African American % Asian American %
Hispanic American % Native American %

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (REQUIRED)

3/3/09
Date

* Signature of MBE or WBE (REQUIRED)

2/27/09 *
Date

00301

Water Contract # 1160

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No:	_____
Approved:	_____
Approval Expires:	_____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR <u>Haines Industries</u>		PROJECT NAME <u>Montebello</u>
ADDRESS <u>1011 Oakleaf Ave</u>		BID/PROPOSAL NO. <u>1160</u>
TELEPHONE NO. <u>410-764-7119</u>		E-MAIL ADDRESS
PRIME CONTRACTOR NAME <u>Whiting & Turner</u>		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PERCENT OF WORK SUBMITTED TO PRIME CONTRACTOR
		<u>See MBE/WBE SOI Form</u>
Currently certified as an MBE or WBE under EPA's DBE Program? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u> <input type="checkbox"/>		
Signature of Prime Contractor <u>Ryan Fox</u>		Date <u>4/21/09</u>
Print Name <u>Ryan Fox</u>		Title <u>Project Engineer</u>
Signature of Subcontractor <u>Elizabeth H. Sheldon</u>		Date <u>4/21/09</u>
Print Name <u>Elizabeth H. Sheldon</u>		Title <u>President</u>

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: Montibello Plant 2 - finished reservoir cover/Baltimore MD WC N° 1160

Name of Prime Contractor: Whiting-Turner Contracting Company

Name of MBE or WBE: Janis Rettaliata

MBE or WBE Certification Number: 90-1546 (Baltimore City); 90-0682 (MD State)

Work/Service to be performed by MBE or WBE: professional conventional and digital photographic services

Materials/Supplies to be furnished by MBE or WBE:

photographic prints

Subcontract Amount: 25,000 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: .06 %

African American % Asian American %
Hispanic American % Native American %

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

[Signature] Signature of Prime Contractor (REQUIRED) 4/17/09 Date

[Signature] Signature of MBE or WBE (REQUIRED) 04/17/2009 Date



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR JANIS RETTALIATA		PROJECT NAME Montebello Plant 2 finished water cover
ADDRESS 5502 N Medwick Garth/Balt MD 21228		EID/PROPOSAL NO. Baltimore City WC 1160
TELEPHONE NO. 410-744-8614		E-MAIL ADDRESS jrett60@verizon.net
PRIME CONTRACTOR NAME Whiting-Turner Contracting Co		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
	professional still photography documentation of pre-existing conditions, monthly progress status and completion of work	<i>See MBE/WBE SDE Form</i>
Currently certified as an MBE or WBE under EPA's DBE Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor <i>Ryan Fox</i>		Date 4-21-09
Print Name Ryan Fox		Title Project Engineer
Signature of Subcontractor <i>Janis Rettaliata</i>		Date 20 April 2009
Print Name janis rettaliata		Title owner

Balt City WBE #90-1546

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: THE WHITING TURNER CONTRACTING COMPANY

Name of ~~MBE~~ or WBE: N R EYLER, INC.

~~MBE~~ or WBE Certification Number: 07-004947

Work/Service to be performed by ~~MBE~~ or WBE:

MECHANICAL

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

Subcontract Amount: \$ 3,325,000 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: 8.42 %

African American % Asian American %
Hispanic American % Native American %

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an ~~MBE~~ or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (REQUIRED)

Date

Nicole Eyer

4/22/09

Signature of ~~MBE~~ or WBE (REQUIRED)

Date

NICOLE R. EYLER, PRESIDENT

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No. _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR N. R. EYLER INC.		PROJECT NAME MONTEBELLO WFP
ADDRESS 7909 PHILADELPHIA RD		BID/PROPOSAL NO. WC1160
TELEPHONE NO. 410-866-4900		E-MAIL ADDRESS NKEYLER@MECHCONT.COM
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PERCENT OF WORK SUBMITTED TO PRIME CONTRACTOR
401	MECHANICAL	
Currently certified as an MBS or WBE under EPA's DBE Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor <i>[Signature]</i>		Date 4-21-09
Print Name NICOLE R. EYLER		Title Project Engineer
Signature of Subcontractor <i>[Signature]</i>		Date 4/22/09
Print Name NICOLE R. EYLER		Title PRESIDENT

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: The Whiting-Turner Contracting Company

* Name of MBE or (WBE): MONUMENTAL SUPPLY Co. INC.

* MBE or (WBE) Certification Number: 01-004078 * Expiration Date: 7/9/2009
City of Baltimore

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or (WBE):
SUPPLIER OF INDUSTRIAL PIPE, VALVES, FITTINGS, HVAC SUPPLIES,
HEAT PUMPS, AND ROOFERS

Subcontract Amount: \$ 900,000 (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: 2.28 %

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

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

[Signature]
Signature of Prime Contractor (REQUIRED)

4/20/09
Date

* [Signature]
Signature of MBE or WBE (REQUIRED)

4/20/09 *
Date

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No. _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR ¹ <i>MONUMENTAL SUPPLY CO. INC</i>		PROJECT NAME <i>MONTEBELLO PART 2 FINISHED WATER</i>
ADDRESS <i>401 SOUTH HAVEN ST BALTO MD 21224</i>		BID/PROPOSAL NO. <i>WC 1160</i>
TELEPHONE NO. <i>410-232-9900</i>	E-MAIL ADDRESS	
PRIME CONTRACTOR NAME <i>The Whiting-Turner Construction Company</i>		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PERCENT OF WORK SUBMITTED TO PRIME CONTRACTOR
<i>401</i>	<i>CONSTRUCTION MATERIAL SUPPLIER Plumbing and Heating equipment and supplies</i>	<i>See MBE/WBE SBI Form</i>
Currently certified as an MBE or WBE under EPA's DBE Program? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Signature of Prime Contractor <i>[Signature]</i>		Date <i>4/20/09</i>
Print Name <i>TRUCE LOG</i>		Title <i>PROJECT ENGR</i>
Signature of Subcontractor <i>[Signature]</i>		Date <i>4/20/09</i>
Print Name <i>DAVIN J. COVETS</i>		Title <i>Controller</i>

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Name of Prime Contractor: _____

Name of MBE or WBE: _____

MBE or WBE Certification Number: _____

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ _____ (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: _____ %

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

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

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, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (REQUIRED)

Date

Signature of MBE or WBE (REQUIRED)

Date

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit:

Contractor acknowledges the MBE goal of 11 % and the WBE goal of 11 %

for Contract No./Title WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

with the City of Baltimore.

My firm will make good faith efforts to demonstrate the five (5) affirmative steps and 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 (2000 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 Whitling-Townes Contracting Company Bernard LaHatte
Contractor Company Name Signature
300 East Joppa Road Towson, MD 21286 Bernard LaHatte, Vice President
Address Print Name and Title

Sworn and subscribed before me this 22nd day
of April, in the year 2009.

[Signature]
Notary Public

PART E: DEMONSTRATION BY PRIME CONTRACTOR IN APPLYING M/WBE AFFIRMATIVE STEPS

MARYLAND DEPARTMENT OF THE ENVIRONMENT
 1800 Washington Boulevard Suite 515 Baltimore MD 21230-1718
 1-800-633-6101 <http://www.mde.state.md.us>

**Utilization of Minority and Women's Business Enterprises (M/WBE)
 Demonstration by Prime Contractor in applying M/WBE Affirmative Steps**

Project Name: **MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER**

Procurement Category: Check box for all M/WBE procurement categories being reported under the above referenced project. Construction Equipment Services Supplies

Please answer the following questions

- A: Develop list of M/WBE firms**
- A1 Did you develop a list of M/WBE firms? Yes No
- A2 Did you obtain a list of M/WBE firms from the Loan Recipient/Owner? Yes No
- A3 Did you contact US-SBA/MBDA/MDOT? Yes No
- B: Smaller work components and delivery schedules**
- B1 Did you break down the contract into smaller components? Yes No
- B2 Did the contract sub-components have reasonable delivery schedules? Yes No
- C: Solicitation of M/WBE firms (Use Attachment 1 for each subcontract)**
- C1 Did you use the M/WBE list to solicit M/WBE sub-contractors? Yes No
- C2 Did you advertise for sub-contract bids in minority publications? Yes No
- C3 Did you send invitation for bids to M/WBE trade associations? Yes No
- C4 Did M/WBE firms bid/provide proposal for sub-contractors? Yes No
- C5 Did you select any M/WBE firms as sub-contractors? Yes No

Supporting Documentation

In support of the actions taken in items A, B, C and D (above), please attach: (1) this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers; (2) Solicitation of Firms Form (Attachment 1)

Examples of supporting documentation include: (i) List of M/WBE firms that you developed (or website location); (ii) list of sub-contract work elements possible under the contract; (iii) proof of contact with M/WBE firms as potential contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.; (iv) copies of all procurement advertisements; and, (v) list of all contractors that submitted bids/RFP.

Bernard Collette, Vice President
 Prime Contractor's Name and Title

Bernard Collette
 Prime Contractor's Signature/Date

Comments:		MDE USE ONLY	
Compliance Demonstrated:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Reviewer: _____	Date: _____		

**PART F: SOLICITATION OF FIRMS
PRIME (CONSTRUCTION) CONTRACTOR**

Complete one form for each subcontractor

Project Name: MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER
Total Contract Amount (Prime Construction Contractor): _____

Please answer the following questions for each subcontract

Procurement Category: Check only one procurement category for each subcontract being reported under the above referenced project. Construction Equipment Services Supplies

Summary of Subcontractors Solicited

- 1 Number of firms solicited (attach documentation): _____
- 2 Number of M/WBE firms that responded (attach documentation): _____

Details of Selected Firm

3 Name of Firm: _____

4 Address: _____

5 Contact Person (Name and Phone): _____

6 Total amount of Subcontract \$ _____

7 Type of Subcontract Work:

Type of Work	Cost	Type of Work	Cost
	\$		\$
	\$		\$

8 Is the firm a Minority Business Enterprise? (MBE) Yes No

9 Is the firm a Women Business Enterprise? (WBE) Yes No

10 If response to question 8 or 9 is yes, please complete the following:

- o M/WBE Certification Number: _____
Certification Date: _____
Expiration Date (if applicable): _____
- o Certifying Agency: _____

Ms. Kay G. Bee, Program Manager, MWQFA
 1800 Washington Blvd., Baltimore MD 21230
 Phone: 410-537-3146, E-mail: kbee@mde.state.md.us
 MDE/WQFA-FIN009B October 1, 2005
 TTY Users 1-800-735-2258

PART G: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____

Address _____

Contracting Agency BUREAU OF WATER AND WASTEWATER

Contract (Project) Title MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Contract Number: WATER CONTRACT NO. 1160 Bid Due Date: April 8, 2009

Goals on this contract: 11 % MBE 11 % WBE

Sub-Goals on this contract:

African American ___ % Asian American ___ %
Hispanic American ___ % Native American ___ %

I have achieved _____ % MBE _____ % WBE

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

I am requesting a waiver of _____ % MBE _____ % WBE

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

I have contacted MWBOO for assistance _____ Yes _____ No

Number of MBE firms contacted: _____ (Attach a list of names)

Number of WBE firms contacted: _____ (Attach a list of names)

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) the reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals.
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

Signature of Authorized Company Representative

Date

PART H: SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.

Prime Contractor's Name: _____

Contract Title: MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

Contract Number: WATER CONTRACT NO. 1160

Total Contract Dollar Amount: _____

Provide the following information for EACH AND EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Duplicate form if necessary.)

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why

Prime Contractor's signature

Date

C. BALTIMORE APPRENTICESHIP TRAINING PROGRAM

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

BID FORM

Contracting Agency DPW – BUREAU OF WATER AND WASTEWATER

Contract (Project Title) MONTEBELLO PLANT 2 FINISHED WATER
RESERVOIR COVER

Scheduled Bid Due Date April 8, 2009

THIS APPRENTICE TRAINEE FORM IS DUE WITH THE BID.

FOR MORE INFORMATION ABOUT THIS FORM OR ASSISTANCE, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
100 N. Holliday Street, Rm. 101
Baltimore, MD 21202
(410) 396-4355
Thomas B. Corey, Chief

MWBOO (12/00)

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND
THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

PART I.

The City of Baltimore has established an Apprenticeship Trainee Program which requires all bidders on City Construction Projects costing \$1,000,000.00 dollars or more to participate in an Apprenticeship/OJT Training Program certified by the State of Maryland.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeymen who, in the natural course of events will leave the workforce.

The bidder, shall commit to use its best efforts to meet the BATP requirements set forth in these contract documents. If awarded this contract, the bidder shall notify each firm with which the bidder proposes to contract, of the BATP requirements and make these requirements a material part of the subcontract where appropriate.

The bidder hereby designates:

NAME A. I. TUCKER
TITLE Project Manager
PHONE # (410) 494-7433

as the person who has been charged by the bidder with the responsibility for carrying out and reporting the bidders compliance with this program.

1. The Bidder shall use its best efforts to comply with the BAT Program requirements set forth in these contract documents. Failure to implement and carry out the BAT Program requirements set forth in these contract documents shall be a material breach of this contract and grounds for termination of the contract.
 2. The contractor shall prepare and submit to the contracting agency a plan for apprentice participation together with the construction schedule. The agency engineer shall designate the number of trainees and hours to be utilized and the area in which the trainees are to be required.
 - A. The draft construction schedule submitted to the contracting agency shall include a copy of the state certified apprentice/ojt program in which the bidder is participating, required labor resources by trade in order to determine the availability of apprentice opportunities, and a trade breakdown of anticipated participation by apprentices. The construction schedule and any updates shall include the apprentice participation by trade.
 - B. Apprentice participation shall be distributed throughout each technical discipline or trade designated by the engineer.
 - C. The contracting agency will review and approve the apprenticeship participation plan and forward a copy of the approved plan to MWBOO.
 - D. Goals for trainees will be based on the contractor's current utilization (Exhibit I in the contract document) and the availability of minorities and females in specified trade areas as indicated in the publication of the Maryland Department of Labor, Licensing and Regulation, Office of Labor Market Analysis and Information.
 - E. The specific efforts proposed to be undertaken by the contractor or its subcontractors if additional efforts are required to implement the BAT Program.
 - F. With each progress payment request, the contractor shall submit a BAT Program Report (AA2A) and a written projection for the following month of Apprentice hourly participation by trade.
 - G. The BAT Program participation plans shall apply to all change orders and extra work orders.
 - H. Requests for modifications or amendments of the contractors must be submitted to the contracting agency with copies to MWBOO.
- The contractor will receive a written response to the request.

Page 3

PART II. AFFIDAVIT

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.
2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.
3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.
4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.
5. The bidder agrees to submit all forms as required in Part I& III of this document.

The Whiting-Turner Contracting Company
Name of Bidder

W.C. 1160
Name of Project Contract

By Bernard LaHalle

Title Vice President

Date 4/22/09

I hereby certify that on this 22nd day of April, 2009, before me the subscriber,
a Notary Public of the State of Maryland, in and for _____
Baltimore City or County, personally appeared Bernard LaHalle

_____ who acknowledged himself-herself to be the (title)
Vice President of (company) The Whitely-Turner Contr. Co.
and being duly authorized, executed the foregoing affidavit for the purposes and
uses therein contained.

[Signature]
Signature of Notary Public

April 23, 2013 (SEAL)
My Appointment Expires

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)**INSTRUCTIONS****Part III****I. Advertisement for Construction Bids (Contracting Agency)**

All bid advertisements for construction projects where the cost is estimated to be \$ 1,000,000.00 or more shall include the following language:

~~"The City of Baltimore has established an apprentice participation program requirement for this contract."~~

II. Bid Documents

All bid documents where the cost of the bid is estimated to be \$1,000,000.00 or more shall include the BATP BID FORM unless otherwise determined by the agency engineer.

The BATP Bid Form Must Be Submitted With The Bid.**III. Pre-Bid Conference**

If there is a pre-bid conference, an MWBOO Compliance Representative shall be present to discuss the BAT Program.

IV. The following forms must be submitted as indicated.

A. The Plan for the Apprenticeship Participation must be completed and submitted for each area of training as designated by the agency engineer before the notice to proceed is issued.

B. The Maryland Apprenticeship Agreement forms must be submitted with each Progress Payment request to the contracting agency or as new trainees are hired.

C. With each progress payment request, the prime contractor must submit the MWBOO AA2 and AA2A to the contracting agency.

D. If an apprentice is terminated, the contracting agency shall be informed within 10 working days. A new Apprentice Agreement form on the replacement trainee should be attached.

E. MWBOO forms AA1 and 1A shall be submitted semi-annually on June 30th and December 31st of each year to the contracting agency.

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ATTACHMENT**V. Penalties and Sanctions**

A. A determination by the Board of Estimates after recommendation by the Minority and Women's Business Opportunity Office (MWBOO) that the contractor has failed to comply with any portion of the BATP rules as herein provided and described, or its approved apprenticeship plan, shall subject the offending party to any or all of the following:

1. suspension of contract;
2. withholding of funds;
3. rescission of contract based upon a material breach of contract;
4. disqualification of a bidder, contractor for a period of not to exceed two years;
5. payment of liquidated damages.

B. Violation; disqualification. It is a violation of this program to:

1. Willfully falsify, conceal or cover up by a trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations or make use of any false, fictitious or fraudulent statement or entry.
2. Willfully obstruct, impede, or attempt to obstruct or impede any authorized official or employee who is investigating the validity of any activity under the BATP.

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BALTIMORE APPRENTICE TRAINEE PROGRAM
TRAINEE REVIEW

PROJECT NUMBER: WATER CONTRACT NO. 1160 DATE: _____
PROJECT NAME: MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER
CONTRACTOR: _____
TRAINEE'S SUPERVISOR: _____
CONTRACTOR'S EEO OFFICER: _____

Name	Race	Classification	Rqd. Prog. Hrs.	Actual Training for the Month	Actual Training Hours to Date	Min. Rate	Pres. Rate	Jmymn. Rate
1. _____	_____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____	_____	_____	_____

Signed: _____ Date: _____
To Be Submitted With Each Payout Request by the Subcontractor to the Prime Contractor

CONTRACT NO: WATER CONTRACT NO. 1160
 PROJECT NAME: MONTEBELLO PLANT 2 FWR COVER
 CONTRACTOR: _____
 SUBCONTRACTOR: _____

TRAINEE'S NAME: _____
 CLASSIFICATION: _____
 START DATE: _____
 WAGE RATE: _____

MONTH ___ YEAR		PHASES											
DATE	DAILY TOTAL												
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
MONTHLY TOTAL													
PREV. TOTAL													
GRAND TOTAL													
REQ'D HOURS													

CERTIFIED CORRECT BY
 DATE:

INSTRUCTOR'S COMMENTS:

DISTRIBUTION: Original Project Engineer:

MWBOO (AA2A)

REVIEWED BY:
 CITY OF BALTIMORE

SIGNATURE

DATE

BALTIMORE APPRENTICE TRAINEE PROGRAM
CONTRACTOR'S SEMIANNUAL TRAINEE REPORT

PROJECT NO
WATER CONTRACT NO. 1160
PROJECT NAME:
MONTEBELLO PLANT 2 FWR COVER

INSTRUCTIONS - This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractor under it) who has received training during the reporting period under the training special provisions (a part of the contract proposal). The report is to be submitted by the 10th of the month following the reporting period (July 10, and January 10). The original of this report is to be furnished to the trainer and two copies submitted to the City of Baltimore

1. NAME OF CONTRACTOR		1.A. ADDRESS
NAME OF SUBCONTRACTOR (IF APPLICABLE)		2.B. ADDRESS
2. NAME OF TRAINEE	2A. SEX (check one) _____M _____F	
3. AGE OF TRAINEE	4. SOCIAL SECURITY NO.	5. EMPLOYEE STATUS (check one) UP-GRADE _____ NEW _____ HIRE _____

6. ETHNIC GROUP DESIGNATION (check one)
 _____ Black _____ Hispanic _____ American _____ Asian
 _____ American _____ Indian _____ American _____ White

7. SUMMARY OF PREVIOUS TRAINING (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS)

8. JOB CLASSIFICATION OF TRAINEE	9. DATE TRAINING STARTED ON THIS CONTRACT	10. TYPE OF ON THE JOB TRAINING (Check one) _____ Apprenticeship other _____
----------------------------------	---	--

REPORTING PERIODS

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 30, as applicable in

HOURS OF TRAINING DATA									
11. PROVIDED DURING REPORT PERIOD									
12. PROVIDED TO DATE									
13. REMAINING TO COMPLETE THE APPROVED PROGRAM									
14. TERMINATION (IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)									
15. REPORT PREPARED BY (SIGNATURE AND TITLE OF CONTRACTOR'S REPRESENTATIVE)								16. DATE	
17. REPORT REVIEWED BY (SIGNATURE AND TITLE OF CITY OF BALTIMORE OFFICIAL)								18. DATE	

MWB00 (1A)

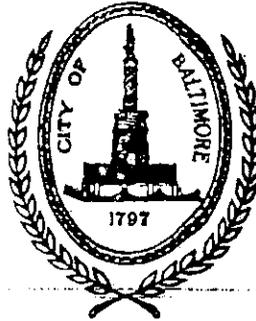
C. BALTIMORE CITY'S YOUTHWORKS

TO: Mayor's Office of Employment Development ("MOED")

FROM: The Whiting-Turner Contracting Company
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid Bidder hereby presents MOED with the following information to assist its outreach efforts for the Baltimore City YouthWorks Program:

Contact Person: Al TylerAddress: 300 East Joppa RoadTowson, MD 21286Telephone Number: (410) 494-7433Facsimile Number: (410) 337-6800E-mail address: al.tyler@whiting-turner.com

D. BALTIMORE CITY RESIDENTS FIRST PROGRAM**Baltimore City Residents First**

Baltimore City Residents First is designed to create opportunities for businesses that receive municipal contracts to access qualified City job seekers to meet their workforce needs. The initiative will also ensure that City dollars contribute to the local economy and improve the lives of employable Baltimoreans.

Baltimore City Residents First meets business development need by helping employers save time and money in the recruitment process. This service also offers businesses customized training resources that build worker pipelines for hard-to-fill job vacancies, and provides easy access to tax credit programs that supports investments in the City's growth. Every year, hundreds of area employers tap the Mayor's Office of Employment Development's resources to assist their expansion efforts. We look forward to serving you as well.

**Baltimore City Residents First
Instruction Sheet**

1. Complete the *Baltimore City Residents First* Certification Statement contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the award to schedule a meeting. MOED will assist you with your employment plan, discuss other services provided by MOED and explain the employment report requirements. You will not receive your first payment under the contract until MOED verifies that the meeting has been scheduled.

Rosalind Howard or Susan Tagliaferro
Baltimore City Residents First
Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-984-3014. • Fax 410-361-9648
rhoward@oedworks.com
stagliaferro@oedworks.com

-or-

BCRF@oedworks.com

3. Complete the Employment Reports as requested on June 30th and December 31st during each and every year of the contract and at the end of the contract and submit to:

Baltimore City Residents First
Mayor's Office of Employment Development
3001 E. Madison Street
Baltimore, Maryland 21205

- or -

BCRF@oedworks.com

4. The City will not release a final payment or any and all retainage held by the City until the Employment Reports are submitted.

**Baltimore City Residents First
Certification Statement**

Contract Title	Contract Number	Contracting Agency	Bid Due Date
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER	WATER CONTRACT NO. 1160	DPW - BUREAU OF WATER AND WASTEWATER	April 8, 2009

To promote the commitment to utilize *Baltimore City Residents First* to meet its employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package. Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$24,999.00 or less.

I Bernard LaHatte, Vice President, representing The Whitings-Turner Contracting Company
(Name and Title) (Name of Bidder)

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

Name: Al Tyler Title: Project Manager

Signature: [Signature] Date: 4/22/09

Telephone: (410) 494-7433 Email: al.tyler@whitings-turner.com

Rosalind Howard or Susan Tagliaferro
Baltimore City Residents First
Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-984-3014. • Fax 410-361-9648
rhoward@oedworks.com
stagliaferro@oedworks.com

-or-

BCRF@oedworks.com

Baltimore City Residents First

Employment Report

Contract Title	Contract Number	Contracting Agency	Contract Start Date	Contract End Date
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER	WATER CONTRACT NO. 1160	DPW - BUREAU OF WATER AND WASTEWATER		

To promote the commitment to utilize *Baltimore City Residents First* to meet its employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this Executive Order, contract awardees will complete and submit the Employment Report indicating the number of total workers and the number of City residents on payroll for this contract as of June 30th and December 31st during each and every year of the contract and at the end of the contract and forward a copy to:

Baltimore City Residents First
Mayor's Office of Employment Development
 3001 E. Madison Street
 Baltimore, Maryland 21205
 - or -
BCRF@oedworks.com

The following information is hereby submitted by the undersigned as its Employment Report for the period:
 (please circle one)

December 31, 20__ June 30, 20__ End of Contract Date _____

Position	City Residents	Total Workers
Electricians		
Plumbers, Pipefitters and Steamfitters		
Iron Workers, Structural and Reinforcing		
Carpenters		
Cement Masons		
Laborers		
Power Equipment Operators		
Brick Masons		
Cement Finishers		
Concrete Workers		
Food Service Workers		
Transportation Workers		
Managers		
Clerical		
Other-Specify		
Other-Specify		

Name: _____ Signature: _____

Title: _____ Date: _____

Telephone: _____ Email: _____



The Mayor's Office of Employment Development provides businesses with a pipeline of qualified, skilled job candidates and supports businesses in retaining and developing their employees. We offer customized workforce solutions including outreach and recruitment, applicant prescreening, assessment and testing services, tax credit information, human resources support and training funds for new or existing employees. Training funds are available through several programs.

Customized Training is a business-driven program that helps companies train and hire people to fit their job-specific needs. Business Services recruits and pre-screens training applicants. The available positions must be full-time and meet minimum salary requirements. Companies accepting Customized Training grants must agree to hire successful participants. The training can be employer-based, on-the-job, or offered by qualified vendors.

Maryland Business Works enables small businesses and/or companies in high-growth industries to upgrade the skills of their existing employees. Businesses can access up to \$25,000 to support their staff development needs. This incumbent worker funding encourages promotion, creates additional job opportunities and improves worker retention by increasing employee skill levels. Funding is limited and is available on a first-come, first-served basis.

MOED works closely with other local, state and federal agencies to promote the link between the city's workforce and economic development initiatives.

For Further Information Contact:

Rosalind Howard or Susan Tagliaferro
 Baltimore City Residents First
 Mayor's Office of Employment Development
 3001 East Madison Street
 Baltimore, Maryland 21205
 Phone 443-984-3014. • Fax 410-361-9648
rhoward@oedworks.com
stagliaferro@oedworks.com

-or-

BCRF@oedworks.com

E. BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto the Mayor and City Council of Baltimore as Owner, in the amount of at least Two Percent (2%) of the Total Bid submitted for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Board of Estimates of the Mayor and City Council of Baltimore a certain Bid, attached hereto, and hereby made a part hereof to enter into a Contract, in writing,

for WATER CONTRACT NO. 1160 - MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached here to (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their Hand and Seals, and such of them as are Corporation have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

ATTEST: _____ PRINCIPAL _____

(SEAL)

ATTEST: _____

SURETY _____

(SEAL)

IV. AGREEMENT

THIS AGREEMENT, made this _____ Day of _____

in the year 20___, by and between _____

hereinafter called the "Contractor", and the Mayor and City Council of Baltimore, a Municipal Corporation, hereinafter called the "City".

WHEREAS, the Contract designated as WATER CONTRACT NO. 1160, MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER to be performed in strict accordance with the Contract Documents, which Standard Specifications, Plans and other Contract Documents are in all respects made a part hereof; ~~has recently been awarded to the Contractor by the City, through the Agency of its Board of Estimates, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished at the prices and rates respectively named therefore in the Proposal attached hereto; and~~

WHEREAS, it was one of the conditions of said award that a formal Contract should be executed by and between the Contractor and the City evidencing the terms of said award.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the Contractor doth hereby covenant and agree with the City that it will well and faithfully construct, and complete the said Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished at the prices and rates respectively named therefore in the Proposal attached hereto, and will well and faithfully comply with and conform to each and every obligation imposed upon it by the Contract Documents, or by the terms of said award. Time is of the essence of this Agreement.

And the City doth hereby covenant and agree with the Contractor that it will pay the Contractor, when due and payable under the terms of the Contract Documents and of said award, the above mentioned sum; and that it will well and faithfully comply with and perform each and every obligation imposed upon it by the Contract Documents or by the terms of said award.

In WITNESS WHEREOF, Said _____
has caused this Agreement to be signed in its name by its President/Vice President and its Corporate Seal
to be hereunto and duly attached and the City has caused these presents to be signed by the Mayor of
Baltimore City and the Corporate Seal of the City to be hereunto affixed, duly attested by the Custodian
of the City Seal.

ATTEST:

SIGNATURE

SIGNATURE

PRINT NAME AND TITLE (SEAL)

ATTEST:

Mayor and City Council of Baltimore

Custodian of the City Seal

By: _____
SHEILA DIXON, MAYOR

APPROVAL OF AGREEMENT
FOR
BUREAU OF WATER AND WASTEWATER
WATER CONTRACT NO. 1160

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED:

Chief Solicitor

Head, Bureau of Water and Wastewater

APPROVED:

APPROVED:

Chief, Water and Wastewater
Engineering Division

Director of Public Works

V. BONDSA. PERFORMANCE BOND

Principal	Business Address of Principal
Surety a Corporation of the State of and authorized to do business in the State of Maryland	Obligee Mayor and City Council of Baltimore
Sum of Bond (Equal to Contract Price) SUM OF _____ Dollars (\$ _____)	
Contract Number and Identification City of Baltimore Department of Public Works Bureau of Water and Wastewater Water Contract No. 1160 MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER	Date of Contract _____, 20 Date Bond Executed _____, 20

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required under the Provisions of the Public General Laws of Maryland to give a bond conditioned as hereinafter set forth.

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, and

PERFORMANCE BOND

shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, and shall indemnify and save harmless the Mayor and City Council of Baltimore, its agents and employees against and from all costs, expenses, damages, injury or loss to which the said Mayor and City Council of Baltimore, its agents and employees, may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default on the part of said PRINCIPAL, its agents or employees, or in any manner arising directly or indirectly from any and all causes whatsoever, in or about the execution or performance of the Contract, during the Original term of said Contract and/or any authorized extension or modification thereof and/or during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE, or the successors or assigns of OBLIGEE.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several Seals on the date indicated above, the Name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: as to principal

SIGNATURE

SIGNATURE

PRINT NAME

ATTEST: as to surety

PRINT NAME AND TITLE

(SEAL)

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME AND TITLE

(SEAL)

AGENT (COMPANY): _____

AUTHORIZED BY: _____

NAME AND TITLE

PERFORMANCE BOND

APPROVED:

APPROVED:

Mayor of Baltimore City

Director of Public Works

Comptroller

Head, Bureau of Water and Wastewater

Chief, Water and Wastewater
Engineering Division

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED BY BOARD OF ESTIMATES:

Chief Solicitor

Clerk

Date

B. PAYMENT BOND

Principal	Business Address of Principal
Surety a Corporation of the State of and authorized to do business in the State of Maryland	Obligee Mayor and City Council of Baltimore

Sum of Bond (Equal to Contract Price)

SUM OF _____ Dollars
(\$ _____)

Contract Number and Identification City of Baltimore Department of Public Works Bureau of Water and Wastewater Water Contract No. 1160 MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER	Date of Contract _____, 20 Date Bond Executed _____, 20
--	--

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required under the Provisions of the Public General Laws of Maryland to give a bond conditioned as hereinafter set forth.

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly make payments to all persons supplying labor and/or material in the prosecution of the work provided for in said Contract and any and all duly authorized extensions and/or modifications of said contract that may hereafter be made, notice of such extensions and/or modifications to the SURETY being hereby waived, and any maintenance, repair, guaranty and warranty required under the Contract, then this obligation to be null and void; otherwise they remain in full force and effect.

PAYMENT BOND

A suit or action commenced hereunder shall comply with applicable Provisions of the Public General Laws of Maryland. No suit or action shall be commenced hereunder against the OBLIGEE, its successors or assigns, nor shall OBLIGEE be liable for any costs or expenses of such suit.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several Seals on the date indicated above, the Name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: as to principal

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME AND TITLE

(SEAL)

ATTEST: as to surety

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME AND TITLE

(SEAL)

AGENT (COMPANY): _____

AUTHORIZED BY: _____

NAME AND TITLE

PAYMENT BOND

APPROVED:

Mayor of Baltimore City

Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Chief Solicitor

APPROVED:

Director of Public Works

Head, Bureau of Water and Wastewater

Chief, Water and Wastewater
Engineering Division

APPROVED BY BOARD OF ESTIMATES:

Clerk

Date

NOTICE TO BIDDERS

SUPPLEMENTAL BIDDING INSTRUCTION

The following instruction supplements the bidding instructions found elsewhere in the Bid Book and those referenced therein.

EACH BIDDER IS HEREBY NOTIFIED THAT HE/SHE/IT MUST COMPLETELY FILL IN THE ORIGINAL BID AND THE REQUIRED BID/PROPOSAL AFFIDAVIT AND DOCUMENTS LOCATED IN THE BID BOOK. THE ORIGINAL BID, (WHICH MUST REMAIN ATTACHED TO THE BID BOOK) PLUS THE FULLY COMPLETED DUPLICATE BID MUST BE SUBMITTED IN THE BID ENVELOPE, IF ONE IS PROVIDED FOR THAT PURPOSE.

FAILURE TO FOLLOW THESE SIMPLE DIRECTIONS WILL CAUSE YOUR BID TO BE DECLARED UNRESPONSIVE AND THE BID WILL BE REJECTED BY THE BOARD OF ESTIMATES.

MINORITY AND WOMEN'S BUSINESS PROGRAM

- ❖ INCLUDED IN THIS CONTRACT IS A MINORITY AND WOMEN'S BUSINESS PROGRAM PACKAGE.
- ❖ MINORITY AND WOMEN'S BUSINESS PROGRAM PACKAGE FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL.
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED WILL BE CAUSE TO HAVE YOUR BID REJECTED.

BALTIMORE APPRENTICESHIP TRAINEE PROGRAM (BATP)

- ❖ INCLUDED IN THIS CONTRACT IS A BALTIMORE APPRENTICESHIP TRAINEE PROGRAM PACKAGE (BATP DOCUMENTS).
- ❖ BATP FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL.
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED WILL BE CAUSE TO HAVE YOUR BID REJECTED.
- ❖ COMPLETED BATP FORMS ARE ONLY REQUIRED FOR BIDS OF \$1,000,000.00 OR MORE.
- ❖ NOTE: ORIGINAL BATP FORMS ARE INCLUDED IN THE ACCOMPANYING MANILA BID ENVELOPE IF THE ENGINEER'S ESTIMATE FOR A PROJECT IS \$ 750,000.00 OR MORE.

BALTIMORE CITY RESIDENTS FIRST PROGRAM AND
BALTIMORE CITY'S YOUTHWORKS PROGRAM

- ❖ ALSO INCLUDED IN THIS CONTRACT ARE A BALTIMORE CITY RESIDENTS FIRST PACKET AND A BALTIMORE CITY'S YOUTHWORKS PROGRAM FORM.
- ❖ THE ACCOMPANYING MANILA BID ENVELOPE CONTAINS BALTIMORE CITY RESIDENTS FIRST PACKET AND BALTIMORE CITY'S YOUTHWORKS PROGRAM FORM ORIGINAL DOCUMENTS WHICH MUST BE COMPLETED FOR ALL CONTRACTS.
- ❖ ALL FORMS IN THE BALTIMORE CITY RESIDENTS FIRST CERTIFICATION PACKET AND THE SINGLE PAGE BALTIMORE CITY'S YOUTHWORKS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED MAY BE CAUSE TO HAVE YOUR BID REJECTED.

Per. Pollock

OCTOBER 1, 2008

REQUIREMENTS AND CONTRACT PROVISIONS FOR THE PROJECT
FINANCED THROUGH THE MARYLAND WATER QUALITY REVOLVING LOAN
FUND AND THE MARYLAND DRINKING WATER REVOLVING LOAN FUND
DEPARTMENT OF THE ENVIRONMENT
STATE OF MARYLAND

The project or segment thereof to be constructed in accordance with these contract documents is subject to the following requirements. In the event of conflict with other requirements of the contract documents, the following requirements control unless the requirement is a minimum requirement. Nothing in this document shall be construed to prohibit the owner from requiring additional assurances, guarantees, indemnities, or other contractual requirements from any other party to this agreement.

I. ASSURANCES FOR COMPLIANCE WITH THE FOLLOWING FEDERAL LAWS AND REGULATIONS:

- 1. NON-DISCRIMINATION IN EMPLOYMENT
- 2. DEBARMENT
- 3. ANTI-KICKBACK
- 4. CONTRACT WORK HOURS AND SAFETY STANDARDS.
- 5. COMPLIANCE WITH CFR 40 247- 254 (RCRA - SECTION 6002)

II. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- GUIDANCE DOCUMENTS AND FORMS (EPA & STATE FORMS)

(Performance of the good faith steps are required, regardless of goal achievement. All information is to be submitted to the owner, prior to the owner's award of the contract, UNLESS OTHERWISE DIRECTED BY THE OWNER.)

III. PRESIDENTIAL DOCUMENTS

- ATTACHMENT II

EXECUTIVE ORDER 13202 of February 17, 2001

EXECUTIVE ORDER 13208 of April 8, 2001

IV. SEVERABILITY

V. PROJECT SIGN

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I. ASSURANCES

The contractor is required to comply with the Federal laws and regulations in regard to non-discrimination in employment, debarment, anti-kickback, and contract work hours and safety standards as delineated below.

1. Non-discrimination in Employment:

The contractor is required to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis.

The contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The contractor must be prepared to comply in all respects with the Contract Provisions regarding non-discrimination, as stipulated under the Labor Standards.

2. Debarment:

Under Executive Order 12549, an individual or organization debarred from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Therefore, the bidder as an individual or as an organization, presently debarred, suspended, proposed for debarment, will be declared ineligible to participate in bidding the proposed contract as a prospective recipient of financial assistance from the Maryland Department of the Environment.

The contractor shall not enter into any sub-contract with any individual, firm or organization debarred from Government contracts pursuant to Executive Order 11246.

3. Anti-kickback:

The contractor and/or its sub-contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874). Any evident illicit kickback practice in any shapes or forms will cause termination of the contract.

4. Contract Work Hours and Safety Standards:

The contractor and/or its sub-contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).

5. Compliance with 40 CFR: 247- 254 (RCRA - Section 6002)

The contractor shall comply with the guidelines contained in 40 CFR 247- 254 (Section 6002 of the Resource Conservation and Recovery Act).

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State and local recipients and sub-recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

At the time of bidding, the apparent low bidder shall sign the form of "Assurances for Compliance with Federal Laws and Regulations" pertaining to non-discrimination in employment, debarment, anti-kickback, and contract work hours and safety. The form is appended herewith in Section I.

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ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

The contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.
3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).
5. Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulation will be the sufficient reason to cause termination of the contract.

The White - Trane Contracting Company
Contractor

Signed by: Bernard LaHalle
Authorized Officer

4/22/09
Date

Bernard LaHalle
Name (Print)

Vice President
Title (Print)

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**Maryland Department of the Environment
Maryland Water Quality & Drinking Water Revolving Loan Fund Programs
Disadvantaged Business Enterprise Program (DBE)
Guidance for Prime (Construction & A/E) Contractors**

The Maryland Water Quality and Drinking Water Revolving Loan Fund Programs (RLF) receive federal funds from the U.S. Environmental Protection Agency (EPA). The funds are used to provide low interest rate loans to finance water quality and drinking water capital projects. As a condition of federal grant awards, EPA regulations require that loan recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBEs who are small business enterprises (SBE's), minority business enterprises (MBE's) and women's business enterprises (WBE's). A/E service consultants who receive loan funds are also considered as prime contractors and must comply with DBE requirements. Additionally, EPA's DBE rule requires loan recipients and sub-recipients to adhere to the terms and conditions in Appendix A attached hereto.

To ensure compliance with EPA DBE requirements, the MWQFA has developed guidance for both Loan Recipients and Prime Contractors (sub-recipients) to undertake certain good faith efforts to provide opportunities for DBE firms to participate in contracts. EPA regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. MDE's negotiated DBE participation goals with EPA for any project during FY 2007 - 2009 are below. The goals below are not a quota and apply to DBE participation only.

<i>Procurement Category</i>	<i>MBE Goal (%)</i>	<i>WBE Goal (%)</i>
Construction	11	11
Equipment	11	11
Services	12	10
Supplies	11	11

Good Faith Efforts: The following good faith efforts apply to the procurement categories involving EPA financial assistance funds (See Appendix B: EPA Good Faith Efforts):

- Step 1:** Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities by placing qualified DBEs on solicitation lists whenever they are potential sources.
- Step 2:** Establishing delivery schedules, where the requirement permits to encourage participation by DBEs. The prime contractor should allow a 30-day minimum advertising period for bidding.
- Step 3:** Dividing total requirements, when economically feasible, into small tasks or quantities, to permit maximum participation of DBEs.
- Step 4:** Encourage contracting with a consortium of DBEs, when a contract is too large for one of these firms to handle individually.
- Step 5:** Using the services and assistance of the Maryland Department of Transportation (MDOT), the United States Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (See Appendix C).
- Step 6:** Require each sub-contractor, if subcontracts are to be let, to take the steps 1-5.

**Please submit all information to:
DBE Coordinator, MWQFA
1800 Washington Blvd., Baltimore MD 21230
Phone: 410-537-3146, FAX: 410-537-3968
<http://www.mde.state.md.us>**

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**Disadvantage Business Enterprise Program (DBE)
Guidance for Prime (Construction & A/E) Contractors**

Demonstration of the Six Good Faith Efforts. See Appendices A & B for additional bidding instructions and contract administrative provisions.

A: Prime contractors are required to undertake good faith efforts. Steps 1 & 5 can be attained by developing a bidders list of qualified DBE firms that can bid as sub-contractors. The prime contractors should advertise in minority, local and regional newspapers and obtain a bidders list from the loan recipient to supplement their list. The bidders list used during sub-contractor solicitation must be available throughout the project's construction period.

In developing bidders list of qualified DBE firms for participation as sub-contractors in construction, equipment, services, and supplies, the prime contractors should contact and gather information from different resources (See Appendix C) such as:

- Loan Recipient
- U.S. Small Business Administration (US-SBA)
- Minority Business Development Agency (MBDA) of the US Department of Commerce
- Maryland Department of Transportation (MDOT)

The DBE bidders lists may be classified with Standard Industrial Classification (SIC) or NAICS codes, should be updated periodically, and should be made available to sub-contractors to solicit additional sub-contractors, if necessary. The prime contractor is required to keep the bidders list throughout the project's construction period.

B: Prime contractors are also required to undertake good faith efforts. Steps 2, 3, & 4, can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.

To provide procurement opportunities to DBE firms, the Prime Contractor should undertake the following:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.
- Use the bidders list developed in Item A (above) to solicit DBE firms as sub contractors.
- Invite DBE firms, where appropriate, to meetings, conferences, etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBEs.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium, or as part of a consortium of DBEs, when a contract is too large for one of these firms to handle individually.

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MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard Suite 515 Baltimore MD 21230-1718
410 537 3146 1-800-633-6101 <http://www.mde.state.md.us>

Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist
To be completed by Prime (Construction & A/E) Contractor

Project Name: W.C. #1160 - Montebello Water Plant # 2

Procurement Category: Check box for all M/WBE procurement categories being reported under the above referenced project. Construction Equipment Services Supplies

For each procurement action, please answer the following questions

A: Develop Bidders List of DBE firms

- A1 Did you develop a Bidders List of DBE firms? Yes No
- A2 Did you advertise in minority, local, regional papers or Dodge Report? Yes No
- A3 Did you send invitation for bids to DBE trade associations? Yes No
- A4 Did you contact US-SBA/MBDA/MDOT? Yes No
- A5 Did you receive Bidders List from Loan Recipient? Yes No
- A6 Did you provide MDE with Bidders List? Yes No

B: Smaller work components and delivery schedules

- B1 Did DBE firms have opportunities to bid as sub contractors? Yes No
- B2 Did you break down the project, where economically feasible, into smaller components for DBE firms to bid as sub-contractors? Yes No
- B3 Do project components have reasonable delivery schedules? Yes No
- B4 Did you allow a reasonable time for DBEs to bid? Yes No
- B5 Did you encourage DBEs to bid as a consortium due to project size? Yes No

C: Solicitation Summary of DBE firms (Prime Contractor must fill EPA Form 6100-4)

- C1 Did you use the Bidders List to solicit subcontractors? Yes No
- C2 Did DBE firms bid as sub contractors (provide list, work type, & price)? Yes No
- C3 Did you select any DBE firms as sub-contractor? Yes No
- C4 Is the subcontractor using any additional subcontractors? Yes No

Prime contractor must fill out EPA Form 6100-4. Prime contractor must provide EPA Forms 6100-2 & 6100-3 to each subcontractor. Prime contractor must submit completed EPA Form 6100-3 & 6100-4 to loan recipient.

Supporting Documentation

In support of the actions taken in items A, B, and C, (above), all prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential sub contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.); (iv) copies of all procurement advertisements; and, (v) list of all sub contractors that submitted bids/RFP.

Bernard LaHatte, Vice President
Prime Contractor's Name and Title

Bernard LaHatte 4/22/09
Prime Contractor Official's Signature/ Date

Contact Phone # 4102821-1100

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No. _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO. <i>W.C. 1160</i>	PROJECT NAME <i>Montello Water Plant #2 Finished Water Reservoir Cont.</i>
NAME OF PRIME BIDDER/PROPOSER <i>Whiting-Turner Contracting Co.</i>	E-MAIL ADDRESS <i>a.l.tylee@whiting-turner.com</i>
ADDRESS <i>300 East Joppa Road Towson MD 21286</i>	
TELEPHONE NO. <i>(410) 821-1100</i>	FAX NO. <i>(410) 337-6900</i>

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
<i>* See Part B "MBE/WBE Participation Disclosure forms from City of Baltimore + Part "C" MBE/WBE and Prime Contractor's Statement of Intent forms from City of Baltimore. *</i>			

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

<u><i>Bernard LaHette</i></u> Signature Of Prime Contractor	<u><i>4/22/09</i></u> Date
<u><i>Bernard LaHette</i></u> Print Name	<u><i>Vice President</i></u> Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Environmental
Protection Agency

OMB Control No:	_____
Approved:	_____
Approval Expires:	_____

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

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Environmental Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor _____		Date _____
Print Name _____		Title _____
Signature of Subcontractor _____		Date _____
Print Name _____		Title _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OCTOBER 1, 2008



Environmental Protection Agency

OMB Control No.	_____
Approved:	_____
Approval Expires:	_____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OCTOBER 1, 2008



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature _____ Title/Date _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OCTOBER 1, 2008

OMB Control No: _____
Approved: _____
Approval Expires: _____



Environmental
Protection Agency

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

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APPENDIX A: EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Loan Recipient Responsibilities:

- Include MDE's DBE guidance in each contract with a primary contractor, *MDE, October 2008*.
- Employ the six Good Faith Efforts during prime contractor procurement (§ 33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - b) To provide EPA form 6100-2 – *DBE Subcontractor Participation Form* to all DBE subcontractors (Optional submittal by subcontractors) (§ 33.302(e)).
 - c) To submit EPA forms 6100-3 – *DBE Program Subcontractor Performance Form* and 6100-4 – *DBE Program Subcontractor Utilization Form* with bid package or proposal. (§ 33.302 (f) and (g)).
 - d) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - e) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - f) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - g) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
 - h) Provide grant recipient DBE participation achievements with bid proposal
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including BIDDERS LIST and documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).

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- Provide EPA form number 6100-2 – *DBE Program Subcontractor Participation Form* and form number 6100-3 – *DBE Program Subcontractor Performance Form* to each DBE subcontractor prior to opening of the contractor’s bid or proposal (§ 33.302(e) and (f)).
- Complete EPA form number 6100-4 – *DBE Program Subcontractor Utilization Form* (§ 33.302(g)).
- Submit to recipient with it bid package or proposal the completed EPA form number 6100-4, plus an EPA form number 6100-3 for each DBE subcontractor used in the contractor’s bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the recipient (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide grant recipient DBE participation achievements with bid proposal.
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including BIDDERS LIST documentation of its, and its prime contractors’, good faith efforts (§ 33.501(a)).

Subcontractor Responsibilities:

- May submit EPA form 6100-2 – *DBE Subcontractor Participation Form* to Romona McQueen, EPA Region 3 DBE Coordinator (§ 33.302(e)).
- Must complete EPA form 6100-3 – *DBE Program Subcontractor Performance Form*, and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

EPA Form	Requirement	Provided By	Completed By	Submitted To
EPA Form 6100-2	Loan Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors (Optional)	EPA Region 3 DBE Coordinator Romona McQueen
EPA Form 6100-3	Loan Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors with Prime Contractor's Signature	Loan Recipients as part of a bid or proposal package
EPA Form 6100-4	Loan Recipients required to have prime contractors complete the form	Loan Recipients	Prime Contractors	Loan Recipients as part of a bid or proposal

Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008

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APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS

§ 33.102 When do the requirements of this part apply?

The requirements of this part apply to procurement under EPA financial assistance agreements performed entirely within the United States, whether by a loan recipient or its prime contractor, for construction, equipment, services, and supplies.

§ 33.106 What assurances must EPA financial assistance recipients obtain from their contractors?

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

§ 33.206 Is there a list of certified MBEs and WBEs?

EPA OSDBU will maintain a list of certified MBEs and WBEs on EPA OSDBU's Home Page on the Internet. Any interested person may also obtain a copy of the list from EPA OSDBU. The Maryland Department of Transportation will also have a bidders list.

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, even if it has achieved its fair share objectives under subpart D of this part:

- (a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

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- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

§ 33.302 Are there any additional contract administration requirements?

- (a) Loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- (b) Its prime contractor must notify loan recipient in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- (d) A recipient must require its prime contractor to employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of this part.
- (e) A recipient must require its prime contractor to provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator.
- (f) A recipient must require its prime contractor to have its DBE subcontractors complete EPA Form 6100-3—DBE Program Subcontractor Performance Form. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.
- (g) A recipient must require its prime contractor to complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.
- (h) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.
- (i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving an identified loan under a financial assistance agreement to capitalize a revolving loan fund.

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§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?

A recipient cannot be penalized, or treated by EPA as being in noncompliance with this subpart, solely because its MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008

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**APPENDIX C: RESOURCE LISTING AND CONTACT INFORMATION
FOR UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

Resource Listing	Contact	Website if applicable
<p>State of Maryland Governor's Office of Minority Affairs The mission of the Governor's Office of Minority Affairs (GOMA) is facilitating minority business enterprise activities through coordinating and promoting government programs aimed at strengthening and preserving the state's minority and women owned businesses.</p>	<p>Governor's Office of Minority Affairs Suite 1502 6 Saint Paul Street Baltimore MD 21202 767-8232 1-(877) 558-0998 F-(410) 333-7568 info@mdminoritybusiness.com</p>	<p>http://www.oma.state.md.us/</p>
<p>U.S. Small Business Administration (SBA) In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.</p>	<p>Website</p>	<p>www.sba.gov/businessop/findop/matchmaking.html</p>
<p>CCR/Pro-Net is an extensive database that combines the SBA's Pro-Net database and the DOD's Central Contractor Registration database of small businesses.</p>	<p>CCR Assistance Center 888-227-2423 269-961-5757 DSN: 661-5757</p>	<p>www.ccr.gov/ Select "Dynamic Small Business"</p>
<p>U. S. Small Business Administration (SBA) - MD. District Office</p>	<p>City Crescent Bld. 6th Floor 10 South Howard St. Baltimore MD 21201 Phone: 410 962-6195</p>	<p>www.sba.gov/md/index.html</p>
<p>Minority Business Development Administration (MBDA): The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBE's. Recipients and bidders should contact the centers and provide notices of contracting opportunities. Also, see the Phoenix database, which matches minority companies with business opportunities.</p>	<p>1401 Constitution Ave NW Washington, D.C. 20230 Email: support@mbda.gov 1.888.324.1551</p>	<p>www.mbda.gov/</p>
<p>Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes visit the website.</p>	<p>Website</p>	<p>www.sba.gov/size/sizetable2002.html</p>
<p>Maryland Department of Transportation (MDOT) and the Minority/Disadvantaged Business Enterprise (MDOT - MBE/DBE). Loan</p>	<p>Office Address 7201 Corporate Drive Hanover, MD 21076</p>	<p>www.mdot.state.md.us/MBE_Program/index.html</p>

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recipients and bidders may locate qualified M/WBE's through the MBE/WBE Directory.	Or Mailing Address: P.O. Box 548 Hanover, MD 21076	http://www.emdot.com/MBE_Program/directory Click on "Proceed to Directory. Select any combination of the fields to identify M/WBE's for the specific project opportunities.
U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU) – OSDBU's mission includes "fostering opportunities for partnerships, contracts, subagreements, and grants for small and socioeconomically disadvantaged concerns". One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU.	US.EPA Office of Small Programs 1200 Pennsylvania Avenue NW Mail Code 1230T Washington, D.C. 20460	http://cfpub.epa.gov/sbvps/ http://www.epa.gov/osdbu/ Select "search the OSDBU Registry" Click on the search criteria of interest (ethnicity, size, SIC, etc.)
National Black Chamber of Commerce	1350 Connecticut Ave. N.W. Suite 405 Washington D.C. 20036 Phone: 202 466-6888 Fax: 202 466-4918	www.nationalbcc.org Email: info@nationalbcc.org
Virginia Hispanic Chamber of Commerce (Northern Va.)	8300 Boone Blvd., 4 TH Floor Vienna, VA 22182 Phone: 804.378.4099 Fax: 703 893-1269	www.vahcc.com
U.S. Hispanic Chamber of Commerce	2175 K Street NW Suite 100 Washington, D.C. 20037	www.ushcc.com
National Association of Minority Contractors (NAMC)	666 11 Street N.W. Suite 520 Washington D.C. 20001 Phone: 202 347-8250	www.namcline.com
Maryland/Washington Minority Contractors (MWMCA)	1107 North Point Blvd, Suite 227 Baltimore, MD 21224 410.282.6101 410.282.6102 –fax	www.mwmca.org
National Association of Women's Business Owners (NAWBO) – National	1760 Old Meadow Rd. Ste 500 McLean VA 22102 Phone: 800.556.NAWBO 703.506.3268 703.506.3266-fax	www.nawbo.org

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NAWBO Baltimore Regional Chapter	4404 Silverbrook Lane, Suite E-204 Owings Mills MD 21117 Phone: 410 876-0502 410.654.9734-fax	www.nawbomaryland.org Email: info@nawbomaryland.org
NAWBO Delaware Chapter	P.O. Box 4657 Greenville Station Greenville, DE 19807-4657 Phone: 302 355.9945	www.nawbodelaware.org Email: info@nawbodelaware.org
MD/DC Minority Supplier Development Council (MSDC)	10770 Columbia Pike Lower Level, Suite L100 Silver Spring MD 20901 Phone: 301 592-6710 Fax: 301 592-6704	http://mddccouncil.org/
National Minority Supplier Development Council, Inc. (NMSDC)	1040 Avenue of the Americas, 2 nd Floor New York, New York 10018 Phone: 212 944-2430 212.719.9611-fax	www.nmsdcus.org/
UIDA Business Services is a Native American Procurement and Technical Assistance Center-maintains a comprehensive database of Native American owned firms	86 South Cobb Drive, MZ:0510 Marietta, GA 30063-0510 Phone, 770 494-0431 770.494.1236-fax or Northeast Region 2340 Dulles Corner Blvd Mail Stop: 1n01 Herndon, VA 20171 Phone: 703.561.3120 703.561.3124-fax	www.uida.org
Diversity Business (A multi-cultural online resource)	200 Pequot Avenue Southport, CT 06890 Phone 203.255.8966 203.255.8501-fax	www.diversitybusiness.com/
National Association of Women in Construction	327 S. Adams Street Fort Worth, TX 76104 Phone: 1-800-552-3506 Phone: 817.877.5551 817.877.0324-fax	www.nawic.org/

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III PRESIDENTIAL DOCUMENTS

PRESIDENTIAL EXECUTIVE ORDER 13202 OF FEBRUARY 17, 2001 and PRESIDENTIAL EXECUTIVE ORDER 13208 OF APRIL 8, 2001 are appended as Attachment II.

IV. SEVERABILITY

In the event any provision of the within and foregoing Requirement, including any attachment thereto, shall be held illegal, invalid, unconstitutional or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

V. PROJECT SIGN

The prime contractor shall provide and erect a sign at a prominent location at each construction site. The owner shall approve the site for the sign erection. The sign shall be prepared in accordance with detailed instructions to be provided by Maryland Department of the Environment (MDE).

It shall be the responsibility of the contractor to protect and maintain the sign in good conditions throughout the life of the project.

Presidential Documents

Executive Order 13202 of February 17, 2001

Preservation of Open Competition and Government Neutrality
Towards Government Contractors' Labor Relations on
Federal and Federally Funded Construction Projects

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the taxpayers; (4) expand job opportunities, especially for small and disadvantaged businesses; and (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that:

Section 1. To the extent permitted by law, any executive agency awarding any construction contract after the date of this order, or obligating funds pursuant to such a contract, shall ensure that neither the awarding Government authority nor any construction manager acting on behalf of the Government shall, in its bid specifications, project agreements, or other controlling documents:

(a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

(b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

(c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

Sec. 2. Contracts awarded before the date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

Sec. 3. To the extent permitted by law, any executive agency issuing grants, providing financial assistance, or entering into cooperative agreements for construction projects, shall ensure that neither the bid specifications, project agreements, nor other controlling documents for construction contracts awarded after the date of this order by recipients of grants or financial assistance or by parties to cooperative agreements, nor those of any construction manager acting on their behalf, shall contain any of the requirements or prohibitions set forth in section 1(a) or (b) of this order.

Sec. 4. In the event that an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, performs in a manner contrary to the provisions of sections 1 or 3 of this order, the executive agency awarding the contract, grant, or assistance shall take such action, consistent with law and regulation, as the agency determines may be appropriate.

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11226 Federal Register/Vol. 68, No. 36/Thursday, February 22, 2001/Presidential Documents

Sec. 5. (a) The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of "special circumstances" under section 5(a) may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of or affiliated with a labor organization.

Sec. 6. (a) The term "construction contract" as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The term "executive agency" as used in this order shall have the same meaning it has in 5 U.S.C. 105, excluding the General Accounting Office.

(c) The term "labor organization" as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d).

Sec. 7. With respect to Federal contracts, within 60 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

Sec. 8. As it relates to project agreements, Executive Order 12836 of February 1, 1993, which, among other things, revoked Executive Order 12818 of October 23, 1992, is revoked.

Sec. 9. The Presidential Memorandum of June 5, 1997, entitled "Use of Project Labor Agreements for Federal Construction Projects" (the "Memorandum"), is also revoked.

Sec. 10. The heads of executive departments and agencies shall revoke expeditiously any orders, rules, regulations, guidelines, or policies implementing or enforcing the Memorandum or Executive Order 12836 of February 1, 1993, as it relates to project agreements, to the extent consistent with law.

Sec. 11. This order is intended only to improve the internal management of the executive branch and is not intended to, nor does it, create any right to administrative or judicial review, or any right, whether substantive or procedural, enforceable by any party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.

THE WHITE HOUSE,
February 17, 2001

FR Doc. 01-422
Filed 02-21-01 11:58 am
calling code 3:25-01-P

OCTOBER 1, 2008

18717

Federal Register
Vol. 66, No. 70
Wednesday, April 11, 2001

Presidential Documents

Title 3—

The President

Executive Order 13208 of April 8, 2001

Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the tax payers; (4) expand job opportunities, especially for small and disadvantaged businesses; (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; and (6) prevent the inefficiency that may result from the disruption of a previously established contractual relationship in particular cases; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that Executive Order 13202 of February 17, 2001, is amended by adding to section 3 of that order the following new subsection:

OCTOBER 1, 2008

18718 Federal Register / Vol. 66, No. 70 / Wednesday, April 11, 2001 / Presidential Documents

- (c) The head of an executive agency, upon application of an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, may exempt a particular project from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds: (i) that the awarding authority, recipient of grants or financial assistance, party to a cooperative agreement, or construction manager acting on behalf of the foregoing had issued or was a party to, as of the date of this order, bid specifications, project agreements, agreements with one or more labor organizations, or other controlling documents with respect to that particular project, which contained any of the requirements or prohibitions set forth in sections 1(a) or (b) of this order; and (ii) that one or more construction contracts subject to such requirements or prohibitions had been awarded as of the date of this order.



THE WHITE HOUSE,
April 6, 2001.

FR Doc. 01-0008
Filed 4-10-01; 8:00 am
Billing code 3199-01-P

OCTOBER 1, 2008

THE CONSTRUCTION SITE SIGN FOR PROJECTS FINANCIALLY SUPPORTED BY STATE REVOLVING LOAN FUNDS AND OTHER FUND SOURCES

White Background

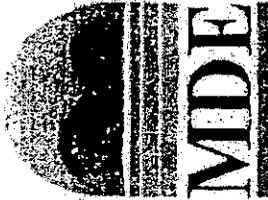
Light Blue Scroll

Black Letters

PROTECT OUR FUTURE

A PROJECT FINANCIALLY SUPPORTED BY THE
STATE OF MARYLAND

UNDER THE DIRECTION
OF THE
MARYLAND DEPARTMENT
OF THE
ENVIRONMENT



APPROVED BY THE
MARYLAND BOARD
OF
PUBLIC WORKS

Martin O'Malley, Governor
 Peter V.R. Franchot, Comptroller
 Nancy K. Kopp, Treasurer

Total Project Cost: _____
 State Loan: _____
 State Grant: _____
 Federal Funds: _____
 Other Funds: _____
 Local Funds: _____

4'

8'

OCTOBER 1, 2008

PROJECT SIGN

- **THE MATERIAL FOR THE SIGN SHALL BE EXTERIOR DENSITY OVERLAID PLYWOOD OR EQUAL**
- **ADEQUATE SUPPORT OF THE SIGN SHALL BE PROVIDED**
- **THE SIGN SHALL BE POSTED AT A PROPER LOCATION AND AT DISTANCE ABOVE TO PERMIT PUBLIC VIEWING**
- **MDE DECAL TO BE PROVIDED BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT**

**REQUIREMENTS AND CONTRACT PROVISIONS FOR PROJECTS
FINANCED THROUGH THE AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009 (ARRA)
MARYLAND DEPARTMENT OF THE ENVIRONMENT
(LOAN)**

The project or segment thereof to be constructed in accordance with these contract documents is subject to the following requirements. In the event of conflict with other requirements of the contract documents, the following requirements control unless the requirement is a minimum requirement. Nothing in this document shall be construed to prohibit the owner from requiring additional assurances, guarantees, indemnities, or other contractual requirements from any other party to this agreement.

- I. REQUIREMENT AND CONTRACT PROVISIONS FOR THE PROJECT FINANCED THROUGH THE MARYLAND WATER QUALITY REVOLVING LOAN FUND AND THE MARYLAND DRINKING WATER REVOLVING LOAN FUND (OCTOBER 1, 2008).**
- II. THE PREVAILING FEDERAL WAGE RATES AS DETERMINED U.S. DEPARTMENT OF LABOR UNDER THE DAVIS-BACON AND RELATED ACTS. AVAILABLE AT: <http://www.gpo.gov/davisbacon/md.html>**

Notwithstanding any other provision of law and in a manner consistent with other provisions in the American Recovery and Reinvestment Act of 2009 (ARRA), all laborers and mechanics employed by contractors and sub contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of title 40, United States Code. Most recent Federal prevailing wages can be obtained from: <http://www.gpo.gov/davisbacon/md.html>

III. AMERICAN IRON, STEEL, AND MANUFACTURED GOODS

All ARRA funded work must be completed using iron, steel, and manufactured goods produced in the United States. The contractor must provide a list of all iron, steel, and manufactured goods not produced in the United States to be precluded from ARRA funding.

The owner reserves the right to proceed with one or more of the following:

- a. After award of the contract to the low bidder, modify all or a portion of an individual bid item or items by change order to substitute items to iron, steel, and manufactured goods produced in the United States.
- b. After award of the contract to the low bidder, delete all or a portion of an individual bid item or items by change order. Unit prices shall not be affected as bid.
- c. Substitute ARRA funding with other fund sources and/or local monies.
- d. Reject the bid.

IV. ESTIMATED LABOR UTILIZATION FORM TO BE COMPLETED BY THE SELECTED CONTACTOR FOR ITS EMPLOYEES AND EACH SUBCONTRACTOR.

As part of the ARRA, the Maryland Department of the Environment is required to report on number of jobs created or prevented from being lost by the Stimulus project. To assist in this, the contractor is required to submit these estimates shortly after the contract award and before the first progress payment is made:

Employed By	Estimated Number of Employees to Be Used by the Project	Hired Within the Past 6 Months
General Contractor Firm: _____		
Sub-Contractor Firm: _____		
Sub-Contractor Firm: _____		
Sub-Contractor Firm: _____		
Sub-Contractor Firm: _____		
Sub-Contractor Firm: _____		

E. BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

The Whiting-Turner Contracting Company

as Principal, and Fidelity and Deposit Company of Maryland

as Surety, are hereby held and firmly bound unto the Mayor and City Council of Baltimore as Owner, in the amount of at least Two Percent (2%) of the Total Bid submitted for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. Signed this 22nd day of April, 2009.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Board of Estimates of the Mayor and City Council of Baltimore a certain Bid, attached hereto, and hereby made a part hereof to enter into a Contract, in writing, for WATER CONTRACT NO. 1160 - MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

NOW, THEREFORE,

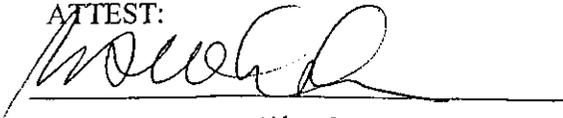
- (a) If said Bid shall be rejected or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached here to (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their Hand and Seals, and such of them as are Corporation have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

ATTEST:



W. DANIEL WHITE
EXECUTIVE VICE PRESIDENT
ASSISTANT SECRETARY

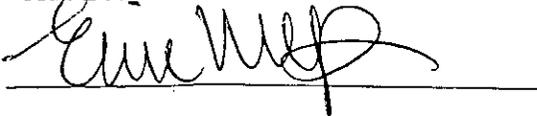
PRINCIPAL: The Whiting-Turner Contracting Company

BS Gary W. Hall

GARY W. HALL
SR. VICE PRESIDENT

(SEAL)

ATTEST:



SURETY: Fidelity and Deposit Company of Maryland

Craig Bancroft
Craig Bancroft, Attorney-in-Fact (SEAL)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Gary A. PYNE, Stephen M. MUTSCHELLER, Brian E. WILCOX, Robert F. WHITE, Gary L. BERGER, Shari L. BOWERS, R. Nelson OSTER, Craig BANCROFT, Joshua B. HAUSERMAN, and William R. MILLER, all of Brooklandville, Maryland, EACH its true and lawful agent and Attorney in Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, on the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gary A. PYNE, Brian E. WILCOX, Robert F. WHITE, Gary L. BERGER, Shari L. BOWERS, R. Nelson OSTER, Craig BANCROFT, Joshua B. HAUSERMAN, Stephen M. MUTSCHELLER, dated February 8, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 15th day of January, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gregory E. Murray

By:

David S. Hewett

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 15th day of January, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

300 East Joppa Road
Baltimore, MD 21286
410-821-1100
FAX 410-337-6900
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS
410-337-2335

June 23, 2009

**Re: WC 1160 – Montebello Plant 2 Finished Water
Reservoir Cover**

**Ms. Doreen Diamond
Dept. of Public Works
Contract Administration
City of Baltimore
1105 Abel Wolman Municipal Building
Baltimore, MD 21202**

Dear Ms. Diamond,

Today we received your letter dated June 19, 2009 regarding WC 1160 – Montebello Plant 2 Finished Water Reservoir Cover. We strongly disagree with Minority and Women's Business Opportunity Office's (MWBOO) findings.

We hereby request the opportunity to meet with your office, as well as MWBOO and the Department of Public Works Office of Compliance to understand your position and have the opportunity to discuss the issues with you prior to your office taking further action.

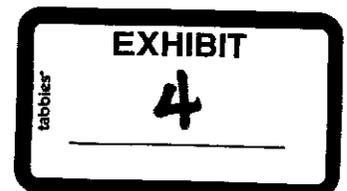
Please contact us to set up a mutually agreeable meeting time.

Very truly yours,
THE WHITING-TURNER CONTRACTING COMPANY



Bernard LaHatte
Vice President

cc: Monica Wilson (City of Baltimore, Office of Compliance), Shirley Williams (City of Baltimore, MWBOO), Al Tyler (WT), WT File



CITY OF BALTIMORE

SHEILA DIXON, Mayor



DEPARTMENT OF PUBLIC WORKS

CONTRACT ADMINISTRATION
1105 Abel Wolman Municipal Building
Baltimore, Maryland 21202

CERTIFIED MAIL RECEIPT NO. 7008 3230 0001 9601 3410

June 19, 2009

The Whiting-Turner Contracting Company
300 East Joppa Road
Towson, MD 21286

RE: WC 1160 – Montebello Plant 2 Finished Water Reservoir Cover

Dear Sir or Madam:

On June 17, 2009 the City of Baltimore Minority and Women's Business Opportunity Office (MWBOO) found your bid submission package for WC 1160 Montebello Plant 2 Finished Water Reservoir Cover to be non-compliant. The reason stated was: On Part C, Statement of Intent form, Bidder listed all services subcontractor is certified to perform instead of the services to be performed on this contract. The Department of Public Works does not recommend contract awards to firms whose bids do not comply with, Article 5 Section 28 of the Baltimore City Code.

If you require further clarification of this decision, please contact the Department of Public Works' Office of Compliance at (410) 396-8497. As a courtesy, your firm will be contacted by the Office of Contract Administration prior to the recommendation to award this contract.

Sincerely,

DOREEN DIAMOND
CONTRACT ADMINISTRATOR

Cc: DPW-Office of Compliance



THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

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INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS
410-337-2335

June 30, 2009

**Re: WC 1160 – Montebello Plant 2 Finished Water
Reservoir Cover**

**Ms. Shirley Williams
Minority and Woman's Business Opportunity Office
City Hall, Room 101
100 N. Holliday Street
Baltimore, MD 21202**

Dear Ms. Williams,

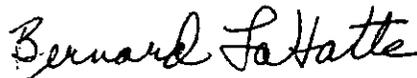
On June 23, 2009 we received a letter dated June 19, 2009 from the City of Baltimore, Department of Public Works (DPW) – Contract Administration, see attached. We responded immediately to Contract Administration, and we copied the letter to Ms. Monica Wilson, DPW – Office of Compliance and to you, City of Baltimore Minority and Woman's Business Opportunity Office (MWBOO). To date we have received a response from Ms. Wilson, Office of Compliance and a response from Mr. Friesner with Contract Administration. Each of those offices deferred to your office for a response. Since to date we have not received a response from your office, we felt the need to contact you directly.

As stated in our previous letter, we strongly disagree with MWBOO's finding, and we again request the opportunity to meet with your office, as well as Contract Administration and Office of Compliance to understand your position and have the opportunity to discuss the issues with you prior to your office taking further action.

Please contact us to set up a mutually agreeable meeting time.

Thank you for your consideration in this matter.

Very truly yours,
THE WHITING-TURNER CONTRACTING COMPANY



Bernard LaHatte
Vice President

Attachments: City of Baltimore Letter, dated June 19, 2009; Whiting-Turner letter dated June 23, 2009

cc: Monica Wilson (City of Baltimore, Office of Compliance), John Friesner (City of Baltimore, Contracts Administration), Al Tyler (WT), WT File



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

ADDENDUM NO. 5

DATE: April 14, 2009

For
DRAWING, SPECIFICATIONS, PROPOSAL, CONTRACT AND BOND

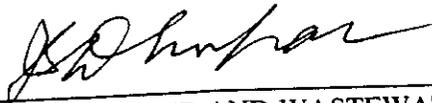
For
WATER CONTRACT NO. 1160
MONTEBELLO PLANT 2 FINISHED WATER RESERVOIR COVER

FOR THE MAYOR AND CITY COUNCIL OF BALTIMORE

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

PLEASE ACKNOWLEDGE THIS ADDENDUM ON THE BID OR PROPOSAL PAGE
WHERE INDICATED

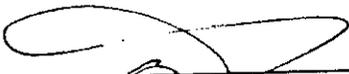
APPROVED:



CHIEF, WATER AND WASTEWATER ENGINEERING DIVISION



HEAD, BUREAU OF WATER AND WASTEWATER



DIRECTOR OF PUBLIC WORKS



OCTOBER 1, 2008

**REQUIREMENTS AND CONTRACT PROVISIONS FOR THE PROJECT
FINANCED THROUGH THE MARYLAND WATER QUALITY REVOLVING LOAN
FUND AND THE MARYLAND DRINKING WATER REVOLVING LOAN FUND
DEPARTMENT OF THE ENVIRONMENT
STATE OF MARYLAND**

The project or segment thereof to be constructed in accordance with these contract documents is subject to the following requirements. In the event of conflict with other requirements of the contract documents, the following requirements control unless the requirement is a minimum requirement. Nothing in this document shall be construed to prohibit the owner from requiring additional assurances, guarantees, indemnities, or other contractual requirements from any other party to this agreement.

I. ASSURANCES FOR COMPLIANCE WITH THE FOLLOWING FEDERAL LAWS AND REGULATIONS:

1. NON-DISCRIMINATION IN EMPLOYMENT
2. DEBARMENT
3. ANTI-KICKBACK
4. CONTRACT WORK HOURS AND SAFETY STANDARDS.
5. COMPLIANCE WITH CFR 40 247- 254 (RCRA - SECTION 6002)

II. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- GUIDANCE DOCUMENTS AND FORMS (EPA & STATE FORMS)

(Performance of the good faith steps are required, regardless of goal achievement. All information is to be submitted to the owner, prior to the owner's award of the contract, UNLESS OTHERWISE DIRECTED BY THE OWNER.)

III. PRESIDENTIAL DOCUMENTS

- ATTACHMENT II

EXECUTIVE ORDER 13202 of February 17, 2001

EXECUTIVE ORDER 13208 of April 8, 2001

IV. SEVERABILITY

V. PROJECT SIGN

OCTOBER 1, 2008

I. ASSURANCES

The contractor is required to comply with the Federal laws and regulations in regard to non-discrimination in employment, debarment, anti-kickback, and contract work hours and safety standards as delineated below.

1. Non-discrimination in Employment:

The contractor is required to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis.

The contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The contractor must be prepared to comply in all respects with the Contract Provisions regarding non-discrimination, as stipulated under the Labor Standards.

2. Debarment:

Under Executive Order 12549, an individual or organization debarred from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Therefore, the bidder as an individual or as an organization, presently debarred, suspended, proposed for debarment, will be declared ineligible to participate in bidding the proposed contract as a prospective recipient of financial assistance from the Maryland Department of the Environment.

The contractor shall not enter into any sub-contract with any individual, firm or organization debarred from Government contracts pursuant to Executive Order 11246.

3. Anti-kickback:

The contractor and/or its sub-contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874). Any evident illicit kickback practice in any shapes or forms will cause termination of the contract.

4. Contract Work Hours and Safety Standards:

The contractor and/or its sub-contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).

5. Compliance with 40 CFR: 247- 254 (RCRA - Section 6002)

The contractor shall comply with the guidelines contained in 40 CFR 247- 254 (Section 6002 of the Resource Conservation and Recovery Act).

OCTOBER 1, 2008

State and local recipients and sub-recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

At the time of bidding, the apparent low bidder shall sign the form of "Assurances for Compliance with Federal Laws and Regulations" pertaining to non-discrimination in employment, debarment, anti-kickback, and contract work hours and safety. The form is appended herewith in Section I.

OCTOBER 1, 2008

ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

The contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.
3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).
5. Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulation will be the sufficient reason to cause termination of the contract.

Contractor

Signed by:

Authorized Officer

Date

Name (Print)

Title (Print)

OCTOBER 1, 2008

**Maryland Department of the Environment
Maryland Water Quality & Drinking Water Revolving Loan Fund Programs
Disadvantaged Business Enterprise Program (DBE)
Guidance for Prime (Construction & A/E) Contractors**

The Maryland Water Quality and Drinking Water Revolving Loan Fund Programs (RLF) receive federal funds from the U.S. Environmental Protection Agency (EPA). The funds are used to provide low interest rate loans to finance water quality and drinking water capital projects. As a condition of federal grant awards, EPA regulations require that loan recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBEs who are small business enterprises (SBE's), minority business enterprises (MBE's) and women's business enterprises (WBE's). A/E service consultants who receive loan funds are also considered as prime contractors and must comply with DBE requirements. Additionally, EPA's DBE rule requires loan recipients and sub-recipients to adhere to the terms and conditions in Appendix A attached hereto.

To ensure compliance with EPA DBE requirements, the MWQFA has developed guidance for both Loan Recipients and Prime Contractors (sub-recipients) to undertake certain good faith efforts to provide opportunities for DBE firms to participate in contracts. EPA regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. MDE's negotiated DBE participation goals with EPA for any project during FY 2007 - 2009 are below. The goals below are not a quota and apply to DBE participation only.

<i>Procurement Category</i>	<i>MBE Goal (%)</i>	<i>WBE Goal (%)</i>
Construction	11	11
Equipment	11	11
Services	12	10
Supplies	11	11

Good Faith Efforts: The following good faith efforts apply to the procurement categories involving EPA financial assistance funds (See Appendix B: EPA Good Faith Efforts):

- Step 1:** Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities by placing qualified DBEs on solicitation lists whenever they are potential sources.
- Step 2:** Establishing delivery schedules, where the requirement permits to encourage participation by DBEs. The prime contractor should allow a 30-day minimum advertising period for bidding.
- Step 3:** Dividing total requirements, when economically feasible, into small tasks or quantities, to permit maximum participation of DBEs.
- Step 4:** Encourage contracting with a consortium of DBEs, when a contract is too large for one of these firms to handle individually.
- Step 5:** Using the services and assistance of the Maryland Department of Transportation (MDOT), the United States Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (See Appendix C).
- Step 6:** Require each sub-contractor, if subcontracts are to be let, to take the steps 1-5.

**Please submit all information to:
DBE Coordinator, MWQFA
1800 Washington Blvd., Baltimore MD 21230
Phone: 410-537-3146, FAX: 410-537-3968
<http://www.mde.state.md.us>**

OCTOBER 1, 2008

Disadvantage Business Enterprise Program (DBE)

Guidance for Prime (Construction & A/E) Contractors

Demonstration of the Six Good Faith Efforts. See Appendices A & B for additional bidding instructions and contract administrative provisions.

A: Prime contractors are required to undertake good faith efforts. Steps 1 & 5 can be attained by developing a bidders list of qualified DBE firms that can bid as sub-contractors. The prime contractors should advertise in minority, local and regional newspapers and obtain a bidders list from the loan recipient to supplement their list. The bidders list used during sub-contractor solicitation must be available throughout the project's construction period.

In developing bidders list of qualified DBE firms for participation as sub-contractors in construction, equipment, services, and supplies, the prime contractors should contact and gather information from different resources (See Appendix C) such as:

- Loan Recipient
- U.S. Small Business Administration (US-SBA)
- Minority Business Development Agency (MBDA) of the US Department of Commerce
- Maryland Department of Transportation (MDOT)

The DBE bidders lists may be classified with Standard Industrial Classification (SIC) or NAICS codes, should be updated periodically, and should be made available to sub-contractors to solicit additional sub-contractors, if necessary. **The prime contractor is required to keep the bidders list throughout the project's construction period.**

B: Prime contractors are also required to undertake good faith efforts. Steps 2, 3, & 4, can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.

To provide procurement opportunities to DBE firms, the Prime Contractor should undertake the following:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.
- Use the bidders list developed in Item A (above) to solicit DBE firms as sub contractors.
- Invite DBE firms, where appropriate, to meetings, conferences, etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBEs.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium, or as part of a consortium of DBEs, when a contract is too large for one of these firms to handle individually.

OCTOBER 1, 2008



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature Of Prime Contractor

Date

Print Name

Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OCTOBER 1, 2008



Environmental
Protection Agency

OMB Control No:	_____
Approved:	_____
Approval Expires:	_____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

OCTOBER 1, 2008



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No		
Signature of Prime Contractor _____		Date _____
Print Name _____		Title _____
Signature of Subcontractor _____		Date _____
Print Name _____		Title _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OCTOBER 1, 2008



Environmental
Protection Agency

OMB Control No:	_____
Approved:	_____
Approval Expires:	_____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

EPA FORM 6100-J (DBE Subcontractor Performance Form)

OCTOBER 1, 2008



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
_____ Subcontractor Signature		_____ Title/Date

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OCTOBER 1, 2008



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

OCTOBER 1, 2008

APPENDIX A: EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Loan Recipient Responsibilities:

- Include MDE's DBE guidance in each contract with a primary contractor, *MDE, October 2008*.
- Employ the six Good Faith Efforts during prime contractor procurement (§ 33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - b) To provide EPA form 6100-2 – *DBE Subcontractor Participation Form* to all DBE subcontractors (Optional submittal by subcontractors) (§ 33.302(e)).
 - c) To submit EPA forms 6100-3 – *DBE Program Subcontractor Performance Form* and 6100-4 – *DBE Program Subcontractor Utilization Form* with bid package or proposal. (§ 33.302 (f) and (g)).
 - d) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - e) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - f) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - g) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
 - h) Provide grant recipient DBE participation achievements with bid proposal
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including BIDDERS LIST and documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).

OCTOBER 1, 2008

- Provide EPA form number 6100-2 – *DBE Program Subcontractor Participation Form* and form number 6100-3 – *DBE Program Subcontractor Performance Form* to each DBE subcontractor prior to opening of the contractor’s bid or proposal (§ 33.302(e) and (f)).
- Complete EPA form number 6100-4 – *DBE Program Subcontractor Utilization Form* (§ 33.302(g)).
- Submit to recipient with it bid package or proposal the completed EPA form number 6100-4, plus an EPA form number 6100-3 for each DBE subcontractor used in the contractor’s bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the recipient (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide grant recipient DBE participation achievements with bid proposal.
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including BIDDERS LIST documentation of its, and its prime contractors’, good faith efforts (§ 33.501(a)).

Subcontractor Responsibilities:

- May submit EPA form 6100-2 – *DBE Subcontractor Participation Form* to Romona McQueen, EPA Region 3 DBE Coordinator (§ 33.302(e)).
- Must complete EPA form 6100-3 – *DBE Program Subcontractor Performance Form*, and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

EPA Form	Requirement	Provided By	Completed By	Submitted To
EPA Form 6100-2	Loan Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors (Optional)	EPA Region 3 DBE Coordinator Romona McQueen
EPA Form 6100-3	Loan Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors with Prime Contractor’s Signature	Loan Recipients as part of a bid or proposal package
EPA Form 6100-4	Loan Recipients required to have prime contractors complete the form	Loan Recipients	Prime Contractors	Loan Recipients as part of a bid or proposal

Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008

OCTOBER 1, 2008

APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS

§ 33.102 When do the requirements of this part apply?

The requirements of this part apply to procurement under EPA financial assistance agreements performed entirely within the United States, whether by a loan recipient or its prime contractor, for construction, equipment, services, and supplies.

§ 33.106 What assurances must EPA financial assistance recipients obtain from their contractors?

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

§ 33.206 Is there a list of certified MBEs and WBEs?

EPA OSDBU will maintain a list of certified MBEs and WBEs on EPA OSDBU's Home Page on the Internet. Any interested person may also obtain a copy of the list from EPA OSDBU. The Maryland Department of Transportation will also have a bidders list.

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, even if it has achieved its fair share objectives under subpart D of this part:

- (a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

Ober, Kaler, Grimes & Shriver
Attorneys at Law

120 East Baltimore Street
Baltimore, MD 21202-1643
410-685-1120 / Fax 410-547-0699
www.ober.com

Paul S. Sugar
pssugar@ober.com
410-347-7318

Offices In
Maryland
Washington, D.C.
Virginia

August 5, 2009

HAND DELIVERY

The Honorable Joan M. Pratt
Comptroller and Secretary
City of Baltimore Board of Estimates
Room 204, City Hall
100 N. Holliday Street
Baltimore, MD 21202

Re: Water Contract No. 1160
Montebello Plant 2 Finished Water Reservoir Cover
BID PROTEST

Dear Comptroller Pratt:

This firm represents The Whiting-Turner Contracting Company concerning the above-referenced matter. For the reasons stated below, Whiting-Turner requests that the City of Baltimore Board of Estimates ("Board") sustain Whiting-Turner's bid protest and consider its bid for Water Contract No. 1160 ("Contract") responsive to the MBE participation requirements set forth in the Invitation for Bids ("IFB") and compliant with Article 5, Subtitle 28 of the Baltimore City Code. Whiting-Turner also requests that the Board deny Kinsley Construction, Inc.'s ("Kinsley") bid protest on the grounds that Kinsley's bid clearly does not satisfy the WBE requirements for the Contract. As a result, the Board must award the Contract to Whiting-Turner as the lowest responsive and responsible bidder.

EXECUTIVE SUMMARY

Whiting-Turner submitted a bid for the Contract on April 22, 2009 in the amount of \$39,497,000, listing Doracon Contracting, Inc. ("Doracon") as one of its two MBE subcontractors. Whiting-Turner is the lowest responsive bidder because the only lower bidder was rejected because it offered a WBE that was not certified by Minority and Women's Business Opportunity Office ("MWBOO"). Whiting-Turner's MBE Part C Participation Statement stated that at the time the bid was submitted it intended to award to Doracon a subcontract for \$3,000,000 and was to include at least certain of the services listed on the form. After bid opening, Whiting-Turner and Doracon negotiated a scope of work that now includes all of the services listed in Part C for approximately \$475,000 more

The Honorable Joan M. Pratt
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than the \$3,000,000 stated on the form (total participation with Doracon of \$3,475,000), increasing Whiting-Turner's total MBE participation to 12.5%, well above the minimum required by the IFB.

Whiting-Turner's bid, and in particular Part C, was responsive because it stated accurately the amount and services intended to be awarded to Doracon at the time of bid opening. By e-mail dated July 16, 2009 from Shirley A. Williams, MWBOO rejected the participation statement for Doracon stating that it should "only reflect the services and amount agreed upon at the time. It should not include those services about which you are conducting ongoing negotiations." In reaching this decision, MWBOO (1) mistakenly concluded that at the time of bid opening Whiting-Turner did not intend to award a contract to Doracon for \$3,000,000 to include at least some of the services identified in the participation form and (2) interpreted the City's MBE requirement in a manner inconsistent with the underlying purpose of Article 5, Subtitle 28 of the Baltimore City Code. Accordingly, Whiting-Turner respectfully protests MWBOO's decision to reject its bid on the grounds that it was nonresponsive and requests that the Board award the Contract to Whiting-Turner as the lowest responsive and responsible bidder.

BACKGROUND

The City of Baltimore Department of Public Works ("DPW") issued an IFB in January 2009 for the Contract. All bidders were required originally to submit their bid packages by 11:00 a.m. on Wednesday, April 8, 2009, although the bid receipt date was subsequently extended to April 22, 2009. On April 14, 2009, DPW issued Addendum No. 5 to the Contract, which required bidders to submit additional forms in their bid packages. One of the additional forms (titled "Requirements and Contract Provisions for the Project Financed Through the Maryland Water Quality Revolving Fund and the Maryland Drinking Water Revolving Loan Fund") required all bidders to submit EPA Form 6100-3 and EPA Form 6100-4, as part of the State's disadvantaged business enterprise ("DBE") program. A copy of that part of Addendum No. 5 is attached as Exhibit 1.

Whiting-Turner submitted a responsive bid on April 22, 2009 in the amount of \$39,497,000, listing Doracon as one of its two MBE subcontractors. A copy of Whiting-Turner's duplicate bid is attached as Exhibit 2. With respect to Doracon, Whiting-Turner submitted the "Part C: MBE/WBE and Prime Contractor's Statement of Intent" form, stating that Whiting-Turner intended to award a \$3,000,000 subcontract to Doracon (7.6% of the total Contract) for certain services in the following scope of work: demolition, drainage structures, duct line construction, earthwork and site preparation, erosion control, electronic safety, gabions, grading, sewer construction, water mains, construction management, hauling, paving, fire and security systems, clearing and grubbing, site concrete, carpentry, metal framing, drywall, painting, furnish and install communications,

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The City's Part C statement of intent fulfills the requirements of § 28-48(c). However, Part C is not (and was never meant to be) a final agreement between a bidder and a proposed MBE subcontractor; instead, it represents what the parties intend to do in the future, pursuant to a subcontract, once the prime contract has been awarded. Thus, the statement of intent is a commitment by the bidder that if it is awarded the contract, it "intends" to comply with the promises set forth in the intent to participate and other statements. Any initial terms, conditions, or understandings between the bidder and the MBE/WBE that are associated with the statement of intent are not final until incorporated into the subcontract, which cannot be executed until after the prime contract has been awarded.

On the date the bid was submitted, Whiting-Turner's Part C statement stated accurately the dollar amount and services intended to be awarded to Doracon. When Whiting-Turner submitted its bid on April 22, 2009, it intended to award a subcontract to Doracon for at least \$3,000,000 for certain of the services listed in Part C, all of which Doracon is certified by MWBOO to perform. At the time the bid was submitted, however, Whiting-Turner and Doracon had not finally decided which of the listed services would be included in the subcontract, but they did intend to include in the subcontract only services among those listed. After bid opening, the parties continued to negotiate the services which Doracon would provide under the Contract. It subsequently turned out that the parties negotiated a scope of work that now includes all of the services listed in Part C for approximately \$475,000 more than the \$3,000,000 intended originally, bringing Whiting-Turner's total MBE participation to 12.5%.

Whiting-Turner's bid submission precisely "reflect[ed] the services and amount agreed upon at the time," as stated in Ms. Williams' e-mail. Its bid was appropriate—and responsive—because it represented the state of negotiations, and thus what was intended, with Doracon at bid opening. Ms. Williams' further statement that Part C "should not include those services about which you are conducting ongoing negotiations" is a standard which is impossible to meet because scope of work negotiations are never final until the subcontract is signed. Part C requires only a statement of intent and not a final commitment of the scope of work.

Rather than mislead the City about the potential dollar value of a subcontract and a scope of services that had not been finalized between the parties, Whiting-Turner properly listed the \$3,000,000 amount that had been confirmed at the time of bid and all of the scopes of work which were the subjects of discussions. The fact that Whiting-Turner and Doracon continued to negotiate does not alter Whiting-Turner's intent at bid opening in any way.⁴

⁴ In *Apollo Paving Co., Inc.*, MSBCA Docket No. 1092 (October 26, 1982), the Maryland State Board of Contract Appeals found that a bidder had unequivocally demonstrated its intent to be bound because sufficient evidence existed in its bid documents to require the bidder to perform, even if it wanted to withdraw. Here,

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Instead, the continuing negotiations ultimately helped advance the City's mission of ensuring the full and equitable participation by MBEs in the performance of City contracts.⁵

Furthermore, Whiting-Turner's Part C statement of intent fully complies with how MWBOO has reviewed the form in the past. Based on Whiting-Turner's experience, the Part C form is acceptable if the services listed do not match exactly the services that ultimately comprise the subcontract between the parties. In other words, MWBOO has never—based on Whiting-Turner's experience—sought to alter a subcontract if that final agreement between the parties did not match exactly every item initially listed in Part C at bid opening. Accordingly, the Board must consider Whiting-Turner's bid responsive to the Contract's MBE participation requirements set forth in the IFB and the Code.

B) MWBOO And The Board Must Interpret The MBE Participation Requirements Liberally To Ensure The Full And Equitable Participation Of MBEs In The Performance Of City Contracts

Section 28-5(a) of the Code requires that the "provisions of this subtitle are to be liberally construed to accomplish its policies and purposes." The "policies and purposes" of the City's MBE participation requirement are "to promote equal business opportunity in the City's contracting process by encouraging full and equitable participation by [MBEs] in the provision of goods and services to the City on a contractual basis" in order "to overcome the effects of past discrimination and to prevent ongoing discrimination in the City's contracting process. See § 28-3(a) and (b).

The Code requires MWBOO to be zealous but practical in its enforcement of the MBE bid requirements so that the City can maximize MBE participation in its contracts at the lowest price. However, despite the Code's clear call to be liberally construed, MWBOO has reviewed bidders' MBE (and WBE) submissions in a manner inconsistent with the purposes of Article 5, Subtitle 28, causing the City either to rebid contracts unnecessarily or to award contracts to substantially higher bidders. Based on Whiting-Turner's understanding, thus far MWBOO has rejected the five or six lowest bids for this Contract and is now considering a sixth or seventh bid that is approximately \$8,500,000 (approximately 20%) more than Whiting-Turner's bid. While some of MWBOO's decisions may be justified because of material defects in the bids, as will be discussed for Kinsley in Part C below, others are for minor defects the waiver of which would not

there is sufficient evidence in Whiting-Turner's bid, specifically in Parts C-D and EPA Form 61000-4, to demonstrate that Whiting-Turner intended at bid opening to award a \$3,000,000 subcontract to Doracon for certain services listed in Part C. This evidence would certainly be sufficient to bind Whiting-Turner to its bid if it somehow wanted to withdraw after bid opening.

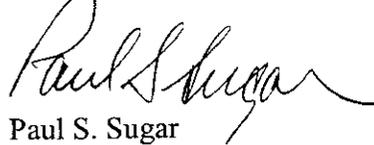
⁵ It is important to note that the bid documents, even without the potential \$475,000 increase, unequivocally state Whiting-Turner's intent to enter into agreements with certified MBEs and WBEs for an amount exceeding the Contract's minimum participation goal.

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CONCLUSION

Whiting-Turner respectfully requests that the Board sustain Whiting-Turner's bid protest and consider its bid fully responsive to the MBE requirements set forth in the IFB and the Code. Whiting-Turner also requests that the Board deny Kinsley's bid protest on the grounds that Kinsley's bid clearly does not satisfy the City's WBE participation requirements for the Contract. The Board should award the Contract to Whiting-Turner as the lowest responsive and responsible bidder.

Sincerely,



Paul S. Sugar

JBB/PSS/lmf/pl
Attachment

cc: City of Baltimore Board of Estimates (w/attachment) (via hand delivery)
Leslie S. Winner, Esq., Baltimore City Law Department (w/attachment)
(via hand delivery)
Shirley A. Williams, City of Baltimore Minority and Women's Business
Opportunity Office (w/attachment) (via hand delivery)
Bernard LaHatte, The Whiting-Turner Contracting Company (via first class mail)

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases

6. B50001072, Police	Graves Uniform Co.	\$ 50,000.00
Uniforms	Howard Uniform Co.	150,000.00
	F&F & A. Jacobs & Sons	<u>600,000.00</u>
		<u>\$800,000.00</u>

	<u>Item Nos.</u>
<u>Graves Uniform Co.</u>	2
<u>Howard Uniform Co.</u>	3, 4, 6, 9 & 13
<u>F&F & A. Jacobs & Sons</u>	1, 5, 7, 8, 10, 11, 12, 14, 15, & 16

MWBOO GRANTED A WAIVER.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases

- | | | | |
|----|---|---------------------------------|--------------|
| 7. | B50001185, Pedestrian Signal Assemblies | General Traffic Equipment Corp. | \$162,500.00 |
|----|---|---------------------------------|--------------|

MWBOO GRANTED A WAIVER.

- | | | |
|----|---|--|
| 8. | B50000695, Air Conditioning & Refrigeration Service | CORRECTION - The Board is requested to approve a correction to the period of the award for B50000695. |
|----|---|--|

On November 5, 2008, the Board awarded B50000695 to R.F. Warde, Inc., in the amount of \$5,253,900.00 and J.F. Fischer, Inc., in the amount of \$5,498,610.00. By inadvertence, the Bureau of Purchases requested approval for the period December 1, 2008 through November 30, 2009, with one 2-year renewal option. The correct period is December 1, 2008 through November 30, 2011, with one 2-year renewal option. All other terms and conditions of the award will remain unchanged.

MWBOO SET GOALS OF 23% MBE AND 6% WBE.**MWBOO FOUND VENDOR IN COMPLIANCE.**

MINUTES

PROPOSALS AND SPECIFICATIONS

There being no objections, the Board, UPON MOTION duly made and seconded, approved the following Proposals and Specifications to be advertised for receipt and opening of bids on the dates indicated:

- | | |
|---------------------------------------|---|
| <u>Bureau of Water Wastewater</u> | - SC 878, Repair and Replacement of Existing Sanitary Sewers at Various Locations
BIDS TO BE RECV'D: 10/21/2009
<u>BIDS TO BE OPENED: 10/21/2009</u> |
| <u>Bureau of Water Wastewater</u> | - SC 856, Improvements to Herring Interceptors, Phase 2 - from Argonne Drive to City/County Line
BIDS TO BE RECV'D: 10/28/2009
<u>BIDS TO BE OPENED: 10/28/2009</u> |
| <u>Department of General Services</u> | - PB 08832, Abel Wolman Building Masonry Repairs
BIDS TO BE RECV'D: 11/18/2009
<u>BIDS TO BE OPENED: 11/18/2009</u> |
| <u>Department of Transportation</u> | - TR 10008, Reconstruction of Alleys in North-Southwest
BIDS TO BE RECV'D: 10/21/2009
<u>BIDS TO BE OPENED: 10/21/2009</u> |

MINUTES

PROPOSALS AND SPECIFICATIONS

Department of Transportation - TR 03313, Reconstruction of
Washington Blvd. from I-95 to
Monroe St. and Monroe St. from
Wicomico St. to Washington Blvd.
BIDS TO BE RECV'D: 10/21/2009
BIDS TO BE OPENED: 10/21/2009

Department of Recreation
and Parks and Department
of Public Works - RP 08835R, Edgewood Recreation
Center Gym Expansion
BIDS TO BE RECV'D: 10/28/2009
BIDS TO BE OPENED: 10/28/2009

MINUTES

Department of Finance - Fiscal Year 2010 Post Adoption
Budget Reduction Plan

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize by resolution the Implementation of the Fiscal 2010 Employee Furlough Plan. The Board is also requested to authorize the abolishment of certain positions and terminations of certain employee contracts as identified in Exhibit A.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

N/A

BACKGROUND/EXPLANATION:

The combined forecast of both local revenues, estimated at this time to be falling short of budget for the current Fiscal Year 2010 by at least \$25,000,000.00 along with new post-budget adoption State aid reductions in the amount of \$35,200,000.00, as recently approved by the State Board of Public Works will require the City to take immediate action to avoid a budget deficit for Fiscal Year 2010 as related to the budgets of the General Fund and the Motor Vehicle Fund.

The strategy for closing the budget gap estimated at this time to be \$60,200,000.00 will require several actions and budget adjustments. The primary objectives of the plan will be to minimize employee lay-offs and maintain basic services to the extent possible.

The actions and projected savings include the following:

- a. maintaining the current budget freeze on hiring - \$20,500,000.00
- b. pay-as-you-go capital project deferrals - \$2,300,000.00,
- c. agency spending plan reductions - \$12,900,000.00,
- d. employee furlough plan - \$13,500,000.00, and
- e. use of Fiscal Year 2009 undesignated fund balances - \$11,000,000.00.

MINUTES

Department of Finance - cont'd

Fiscal 2010

City of Baltimore

Resolution

EMPLOYEE FURLOUGH PLAN

WHEREAS, the impact of the recession continues to put pressure on the City's local economy and subsequent diminishing yields of budgeted City revenues that support vital City services, and

WHEREAS, the City already had to make \$65 million in budget reductions from current service levels in order to balance this Fiscal 2010 budget, and

WHEREAS, the City has had to continue a budget freeze immediately upon adoption of the Fiscal 2010 budget due to a continuing forecast of declining local revenues, and

WHEREAS, the State of Maryland in response to the impact of the recession on its budgeted revenues reduced aid to all Maryland counties, including Baltimore City, in an act of the Board of Public Works on August 26, 2009, and

WHEREAS, the combined forecast of both local revenues, estimated at this time to be falling short of budget for the current fiscal year 2010 by at least \$25.0 million, along with the new State aid reductions in the amount of \$35.2 million requires that the City of Baltimore respond by implementing appropriate budget reduction plans in order to avoid a budget deficit for Fiscal 2010 as it relates to the budgets of the General Fund and the Motor Vehicle Fund, and

WHEREAS, it is not possible to achieve reductions in spending of the magnitude necessary without taking some actions that affect City employees, and

WHEREAS, substantial savings may be achieved without undo interruption of City services if City employees are asked and/or required to participate in a carefully managed furlough plan, and

WHEREAS, a carefully managed furlough plan for City employees will minimize the number of employee layoffs that will be necessary to close the budget gap, and

MINUTES

Department of Finance - cont'd

WHEREAS, it is critical to the success of any City employee furlough program that all City employees participate in order to minimize the impact on critical City services and produce an equitable program, and

WHEREAS, the Mayor has recommended a total budget reduction strategy including the continuation of the budget freeze that was initiated in November, 2007 to deal with the continuing decline in revenues, deferral of certain pay-as-you-go capital expenditures, additional agency operating budget reductions, including employee layoffs, utilization of certain fund balances and an employee furlough program, and

BE IT THEREFORE RESOLVED BY THE BALTIMORE CITY BOARD OF ESTIMATES, AS FOLLOWS:

Section 1. The employee furlough plan will include all full time, part time, temporary and contractual City employees, members of the Planning Commission, members of the Board of Municipal Zoning Appeals as well as employees from agencies/quasi-agencies with independent salary setting authority or independent personnel systems, included but not limited to the Baltimore Development Corporation, Parking Authority of Baltimore City and the Office of Promotion and the Arts.

Section 2. The employee furlough plan shall include a combination of designated mandatory furlough days and additional furlough days to be implemented between October 5, 2009 and June 30, 2010 in accordance with the following requirements:

(a) The mandatory furlough days are days on which the City will be officially closed except for certain City operations as noted in sub-section (h) below. These days in which the City will be officially closed are not deemed to be City holidays.

The mandatory furlough days shall be as follows:

Friday, October 9, 2009
Friday, November 27, 2009
Thursday, December 24, 2009
Friday, January 15, 2010
Friday, May 28, 2010

MINUTES

Department of Finance - cont'd

(b) The number of furlough days required by the employee furlough plan is in accordance with the following structure:

Employee Salary Range:	Less than <u>\$50,000</u>	\$50,000 - <u>\$100,000</u>	Greater than <u>\$100,000</u>
Number of days	5	8	10
Number of days – 10 month employees	4	7	9

(c) The mandatory furlough days will constitute the 5 days obligation for those employees earning less than \$50,000. An additional 3 furlough days is to be imposed on the employees earning a salary included in the range of \$50,000 to \$100,000 and an additional 5 days is to be imposed on employees whose salary is in excess of \$100,000.

(d) The pay reduction amount for each permanent full-time employee will be taken in equal amounts for 19 pay periods beginning on October 9, 2009 for those employees in pay Group A and on October 16, 2010 for those employees in pay Group B. Those employees who are paid weekly will have a reduction in pay taken in equal amounts for 38 pay periods beginning October 9, 2009. Pay reduction amounts for part time, temporary and contractual employees will be in accordance with the rules and regulations of the furlough plan.

(e) Exception to (d) above – the Administration is still in discussions with both the Fire unions and the Police unions seeking an agreement on meaningful union employee participation in a budget reducing plan for these public safety units. The Director of Finance will report back to the Board of Estimates on October 21, 2009 with a budget reduction plan necessary and sufficient to meet fully the goals of the Mayor's total budget reduction strategy as noted in the WHEREAS clause above.

(f) The reduction in pay will be taken as an "adjustment to gross pay" and will not reduce the employees' current salary or hourly rate. Therefore there will be no impact on retirement benefits or cash-out rates for accrued leave at termination. Regular overtime rates will be based on current salary, not the reduced amount.

(g) Agency heads, bureau heads and supervisors shall have responsibility to manage the additional employee furlough days in excess of the mandatory furlough days and shall have the authority to designate such employee's furlough days. These additional furlough days shall be implemented over the period October 5, 2009 through June 30, 2010, and the appropriate pay reductions will be spread over the pay periods specified in (d) above.

MINUTES

Department of Finance - cont'd

- (h) The functions of solid waste collections, agency units that are involved in support of court operations and related activities and 24/7 operations shall be exempted from the mandatory furlough days as a requirement of this employee furlough plan. However, the required number of furlough days must be administered for each employee in those functions between October 5, 2009 and June 30, 2010 and such records shall be kept to document each employee's required number of furlough days.
- (i) No employee may work during scheduled furlough time except that in the event of an emergency or exigent circumstances, the appointing authority may revoke furlough time and the employee shall be paid for the time worked. If furlough time is revoked, the employee must be rescheduled for additional furlough time by the supervisor equivalent to the revoked furlough time.
- (j) An employee may not work in excess of the employee's normal workweek reduced by the furlough time taken during such workweeks. Therefore an employee shall not earn overtime pay or compensatory time during a workweek in which furlough time is taken and may not request authorization to work such overtime. Supervisors shall not permit an employee to work overtime during a workweek in which the employee takes furlough time.
- (k) Personnel actions such as promotions or reclassifications which occur after September 23, 2009 shall not affect the number of furlough days/hours designated.
- (l) An employee who is on leave granted by leave bank, Employee-to-Employee Donated leave, Family and Medical Leave Act-qualifying leave, Accident leave or any other paid leave is included in the employee furlough plan and furlough time shall be scheduled in accordance to the furlough structure.
- (m) Furlough time for an employee hired on or after October 5, 2009 is prorated based on the employee's start date.
- (n) Furlough time charged to an employee receiving out-of-title pay or in an acting capacity is based on the employee's regular pay, not the out-of-title pay or acting capacity pay.
- (o) For leave accrual, an employee on furlough time shall be considered to be on paid leave. The furlough will not affect the retirement credit earned.
- (p) For benefits and seniority purposes, an employee on furlough time shall be considered to be on paid leave.

MINUTES

Department of Finance - cont'd

Section 3. The Director of Finance is hereby authorized to formulate and administer any rules and regulations or other procedures to implement this employee furlough plan.

Section 4. The Director of Finance is to report to this Board any material changes in budget projections that in his judgment would or might justify an increase or diminishment of the employee furlough program, and in any event shall report to the Board no later than February 17, 2010 as to the status of budget projections and the potential for a diminishment or termination or other alternatives of the employee furlough program.

Section 5. This resolution of the Board of Estimates shall take effect upon adoption.

MINUTES

Department of Finance - cont'd

EXHIBIT A

FISCAL 2010

Post-Adoption Budget Reduction Plan

Position Abolishments & Contract Terminations

Agency	Class	Job No
Finance	Purchasing Services Coordinator	46019
Finance	Procurement Supervisor	47316
Fire	Assistant Chief	12565
Fire	Personnel Generalist	12582
Fire	Contractual Service Specialist (2)	none
HCD	Special Aide II	48279
HCD	Secretary III	48470
Police	Contract Service Specialist (7)	none
R&P	Park Administrator	45314
R&P	Naturalist	33729
R&P	Office Assistant II	33747
R&P	Office Assistant III	24478
R&P	City Forestry Specialist	33753
R&P	Building Maintenance Supv	33731
R&P	Accountant I	24061
Sheriff	Court Security Assistant Contract (5)	none

CORRESPONDENCE WAS RECEIVED FROM THE JOINT COMMITTEE OF THE BALTIMORE FIRE FIGHTERS ASSOCIATION, LOCAL NO. 734, THE BALTIMORE FIRE OFFICERS ASSOCIATION, LOCAL NO. 964, AND THE FRATERNAL ORDER OF POLICE, BALTIMORE LODGE #3.

(FILE NO. 57086)

MINUTES

President: "We have one item that remains and that is Pages 94-100, it is the Department of Finance, Fiscal Year 2010 Post Adoption Budget Reduction Plan. You have to pick one (mic)."

Mr. Edward Gallagher, Director of Finance: "Thank you madam President. I would like to take a few minutes. I have provided a handout for members of the Board to review the Post Adoption Budget Reduction Plan for Fiscal 2010. A little bit about the recent history. In the past two years, they presented a series of budget challenges. Implemented a hiring freeze early in 2008, as revenues began to fall, close deficits of \$37,000,000.00 in the General Fund and \$31,000,000.00 in the Motor Vehicle Fund during Fiscal 2009, for a total of \$68,000,000.00 in mid-year reductions this past year, Fiscal 2009. Fiscal 2010, in the development of that budget for both the Motor Vehicle Fund and the General Fund, from our baseline a reduction of \$120,000,000.00 was required in order to balance the budget of those two funds, \$65,000,000.00 from the General Fund and \$55,000,000.00 from the Motor Vehicle Fund. Transfer and Recordation Tax has had a history over the last few years of rapidly declining due to the recession. You note on Page 3 that just from Fiscal 2006 to Fiscal 2009 there was a drop of over \$70,000,000.00 or 60% drop in those revenue sources. Now, we proposed in the Fiscal 10 Budget \$46,008,000.00 as a budget

MINUTES

figure, expecting hopefully that the revenues would level off. However, just a preliminary look, so far we only have two months of data, we think that will probably fall short by at least \$6,500,000.00. Highway user revenues, the Stalwart of the Motor Vehicle Fund. This is sharing of the highway user revenues by the State and local governments. The economic slow down has had an impact you can see it has decreased by \$61,000,000.00 or 27% since 2007. Although we budgeted \$166.4 for this current fiscal year, we immediately had a write-down notice from the State that we would expect another \$7,000,000.00 write-down off of that number. And of course, as we all are aware, we have received a \$31,600,000.00 cut as part of the State Aid reductions. I think it is noteworthy to talk a little bit about the structure of the budget on Page 5. Nearly half the City's costs are fixed, which constrains the amount of funds which we have in the discretionary to make adjusts in any given budget year. Now the fixed costs earned include the debt service, pension costs, school construction, insurance; those types of expenses have to be budgeted to meet the City's obligation. So the discretionary area of course, is the area which flexibility is available. Page 6, it be noted that if we just look at that flexible part, or discretionary part of the budget structure, funding available to cover discretionary expenses has dropped \$132,000,000.00 or

MINUTES

14% from Fiscal 2009. The latest challenge, a very preliminary forecast for the General Fund, the Motor Vehicle Fund indicates at least the combined potential revenue shortfall of our own local revenues of about \$25,000,000.00. I had mentioned about \$6,500,000.00 in Transfer and Recordation Tax and we expect a drop in income tax around \$8,500,000.00 for a total of about \$50,000,000.00 for the General Fund. In the MVR fund I spoke about the \$7,000,000.00 write-down and we expect to receive an additional write-down and made a modest estimate of about \$3,000,000.00. So, that is \$10,000,000.00 in Motor Vehicle Fund. That makes up our \$25,000,000.00 problem from local revenues. As you all are aware --."

Mayor: "Mr. Gallagher not to cut you off. That is in addition to the I think in 09 we have seen the State cut the Motor Vehicle Revenue --."

Mr. Gallagher: "Yes."

Mayor: "Three times. This time \$30?"

Mr. Gallagher: "\$31,002,000.00."

Mayor: "And then twice."

Mr. Gallagher: "Before. We took a big hit in development of the Fiscal 10 Budget, and then as soon as the budget was adopted we got notice of another \$7,000,000.00 write-down. So, we are looking at a objectives gap of \$60,002,000.00. After the budget

MINUTES

has been adopted our objectives for closing the budget gap are three-fold. One was to minimize employee layoffs, maintain basic services to the extent possible and live within our means by not increasing taxes or fees. On page 9 is the listing of the components that we feel when acted upon we can close the budget at least as far as we know in terms of the \$60,000,000.00. We feel the ongoing budget freeze should yield about \$20,500,000.00. We are going to defer \$2,003,000.00 of PAYGO. We have presented included in this package \$12,009,000.00 of agency spending reductions for this fiscal year. I will talk about the employee furlough in a minute, but that is expected to yield about \$13,500,000.00 and to close that gap, we are recommending at this time that we would have to use about \$11,000,000.00 of the fiscal 2009 undesignated fund balance. Let me say that the development and implementation of the employee furlough plan was a significant undertaking and a lot of folks combined their efforts to put together the structure as well as a set of regulations for implementation as well as a set of FAQ's which will be on the City's website this afternoon for the public to view. So, the furlough plan will become effective October 5th and last through June 30th. Furloughs are a tool for reducing costs during difficult budget times while minimizing the strain of employee layoffs. A furlough imposes unpaid leave

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on an employee, but in doing so allows for more employees to keep their jobs and our health benefits. The scope of the furlough plan is that it will include all full time, part-time, temporary and contractual City employees, as well as employees from agencies/quasi-agencies, including the Baltimore Development Corporation, the Parking Authority of Baltimore City and the Office of Promotion of the Arts. A furlough includes a combination of designated mandatory furlough days and additional mandatory furlough days to be implemented between October 1st and June 30th. The designated mandatory furlough days are days in which the City will be officially closed except for the 24/7 operations, trash and recycling collection. There will be five designated mandatory furlough days that coincide with already designated City holidays. These mandatory furlough days are not City holidays. They have been designated as Friday, October 9, Friday, November 27, Thursday, December 24, Friday, January 15, and Friday, May 28. Solid Waste collections and agency units that are involved in the support of Court operations and the related activities and the 24/7 operations are exempt from using those mandatory furlough days. However, the affected Departments will be required to manage the number of required furlough days for each employee in these operations over the nine-month period from October through June. The total number

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of furlough days will be in accordance with the following structure in terms of furlough day's requirement for each of the employees. Employees in the salary range of less than \$50,000.00 will have five days. That is equivalent to about 1.9% reduction over the year. Next is the those employees earning between \$50,000.00 and \$100,000.00 would have eight days of furlough and that is equivalent to about 3.08% on an annual basis. Greater than \$100,000.00 will have ten day furlough requirement that is about 3.85% on an annual basis. For those employees that work for ten months their days of furlough are four for less than \$50,000.00, seven for \$50,000.00 to \$100,000.00 and nine for those earning greater than \$100,000.00. In the resolution that has been presented to your honorable Board, there is an item that is important and I will take a minute to note it, that the budget reduction plan for employees who are represented by the Fire and Police unions will be delayed. A plan for those employee groups will be presented to the Board of Estimates on October 21, 2009. Let me conclude by saying a couple of things about the outlook budgetarily. Of course, this uh looking out in the next several months and considering what is going on in the State and considering our own local revenues, the outlook is that it will only add to our challenge further. In Fiscal 2011, the State is forecasting a

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\$2,000,000,000.00 revenue deficit. In Fiscal 2011, the City faces an unprecedented, unprecedented increases in pension costs. That will be a significant challenge that we have to face in 2011. In addition to that, we would expect further reductions in State aid and/or a shifting of expenses to local governments and we feel that is inevitable. This plan before you is a plan obviously that addresses the \$60,000,000.00 that we have currently to deal with and I think the plan ought to address that part. We will wait until the second activity of the State to consider the closing their \$300,000,000.00 gap and we will be no doubt back to the Board to deal with that at that time. That concludes my remarks."

President: "Any questions for Mr. Gallagher? I have one question. You mentioned the agency reductions hiring freeze, all the things to get us to this \$60,002,000.00. With the action before us today is merely for the furlough and the position reductions?"

Mr. Gallagher: "That is correct."

President: "So it doesn't include that there's you said there is \$12,009,000.00 in agency reductions, but that has yet to be identified. Correct?"

Mr. Gallagher: "What we have done -- what we are asking the Board to do is to approve the furlough plan in terms of the

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structure indicated in the resolution and to abolish the positions and terminate contracts that have been presented to the Board the reduction of \$12,009,000.00 from the City agencies are within their budgets. We are not asking the Board to make any cuts per se as the appropriations will be moved out and into. They will remain in the program, but they will be moved out, so they will not subject to spending. So, there is no need for the Board to deal with that."

President: "Thank you. Are there any other questions? Thank you. Thank you very much. Mr. Middleton."

Mr. Glenard Middleton: "Representing some workers in the City that are called the operational workers out of Local 44. They are the Recreation and Parks operational employees, the Public Works operational employees, Solid Waste, and also General Services and other employees that are operational. I want to thank you first of all for allowing me this opportunity to speak to you, Madam President and also to the Honorable Mayor and the Honorable Comptroller and the other members of the Board of Estimates for the City of Baltimore. I just want to speak to you on behalf of these workers out of Local 44 and also the Nurses Local 558. I am here today to say to you that it is my protest because our members met on Sunday and they said that, 'yes, there is a crisis and they understand how difficult

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crisis's are, but they also understand that when they were asked to support the One Plus One they did it reluctantly, and the hottest days of the last couple years the average temperature of 92 degrees all summer.' These workers agreed to support it. Then as we go back to the spring of this year, when the City found \$48,000,000.00 then the City found another \$13,700,000.00; we say why can't that help this budget crisis now. Because if there is truly a budget crisis and then if there is a Rainy Day Fund, why not use the Rainy Day Fund. Then these workers said in our meeting that if we are to support a furlough day, which is a reduction in their salary, then they say, 'why can't we get a return, and that is what we are asking'. A return for our investment'. Whether it would be in the following Fiscal year 2011, or the Fiscal year 2012. Then they say to you to these distinguished and Honorable elected officials, that they say to you no layoff clause. Because they lost quite a few last month in layoffs, and a layoff to us is a firing. So, we say to you to a no layoff clause. We think that is important because, the adjustments are not easily tolerated by these members of this bargaining unit. Particularly, for employees that are the lower end of averaging under \$30,000.00 a year, which is almost of them, maybe almost half. Their salary scales and wages are necessary to maintain their household. So, I say to you we

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think it is important. We think that you look at this that you say to the Labor Commissioner that we sit down and continue these negotiations, because these workers live in the City of Baltimore. They pay those difficult taxes everyday. They don't mind doing it. They don't mind the work. But they want to be treated fairly. You know that what happened as I close out in Prince Georges County just several months ago. They negotiated with our members a 3% pay raise and then they gave them ten furlough days, and what happened with those ten furlough days, we went to court, and the Judge ruled in our favor. They are going to have to give them back. Yes there is an Appeal before the 4th Circuit Court down in Richmond and we say to you, if you are going to give us a 2% pay raise, then why take it back, because that is what just happened. You took it back. So not offer it to us, because a loss to us, to our family at the salaries that we make, makes us not pay bills, and a layoff is a firing. So we think it is difficult and we hope that this illustrious and distinguished Board reconsider this. Thank you."

Ms. Deborah Moore Carter, Labor Commissioner: "I would like to respond please. First of all, I would like to thank Mr. Middleton, Ms. Woodhad and Ms. Peacock the AFSCME local Presidents for their leadership. Their contracts are coming up.

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They will be open in January and I told Mr. Middleton that the City has no opposition to whatever proposal he puts on the table, however, during this juncture, we are not able to offer no layoffs, because we don't know what the State will do in the future and we also can't do a return on the investment right now. But, even despite of negotiations starting in January, we will have labor management meetings and we will continue to meet during the winter."

Mr. Middleton: "Can I give a counter response?"

President: "Why not, you are already up here Mr. Middleton. Just to say that we have not looked at any other options like legal options, but we want you to know that is still on the table. Thank you."

President: "Thank you very much. Madam Mayor."

Mayor: "Thank you Madam President and I really want to thank all the unions. As Mr. Gallagher indicated early in his presentation, we began actually this process of looking at future revenues here in the City two years ago, when we began to freeze positions not knowing how the deficit would turn out. But understanding based on the economy what our budget constraints we were facing. So, we came before this Board and the Council in June 2009 with a budget of a \$65,000,000.00 deficit that we had to make a lot of transitions in this fiscal year. Looking

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at what is happening at the State with several cuts coming, this particular cut we are still not out of the water. We realize that there are some really tough decisions. So you ask yourself, how do you continue to build on a momentum of the success that we have done collectively in this City and all of our agencies and Departments. How do we minimize the pain for everyone? I met several weeks ago with all of the unions, I laid it on the table about what we were facing. I through the Labor Commissioner and Finance and others, tried to provide them with as much information as possible, but I also emphasized that if we can minimize layoffs we had to look at options. For every layoff that impacts a family. So, for every layoff it also impacts the quality of services that we provide to the citizens here in Baltimore. One thing that we want to make sure that we continue to do, is to continue to focus on the goals and objectives of the City running it as effectively and efficient and staying focused. You know, did we ask for this? No. I remember the four years of surplus that we had. I had not seen in 20 some years in being in public office, well it is not here today. So what do we do? Do we look at laying off? Today, we a proposal, there will be more coming before this Board as well as the Council. Furlough days and asking people to take a cut and a day without pay is a difficult decision to make. But I

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guess the question then becomes, is it better to take a furlough versus being laid off. So the unions have come forth and I want to thank MAPS, and representatives here from MAPS and AFSCME and CUB for understanding this effort. We are still working with the Fire and Police. I want to make it known publicly because of all the media hype, that we don't want to compromise the safety of the City. We don't want to compromise the quality of services that we provide to the citizens of this City and the businesses who generate the monies that we have in our coffers, but we also have to make tough decisions, and the kind of decisions that we have to make today will impact. What does it mean, it means that we all are going to have to tighten up, but it also means that in this effort, a year from now, two years from now, believe me Glenn Middleton and other unions who are here, I understand the sacrifices that you are making on behalf of your workers and if I had a crystal ball and knew a year from now that our revenue that we are generating is going to change in the positive, I would definitely like to make that kind of commitment to the workers of the City. Because I believe everyone who works for City government works hard, is committed to providing a service. Can I make that commitment about layoffs? No. We have a proposal on the table of abolishing positions. Right now we are at 27, I believe it is 14 full-time

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and 13 part-time. If we don't do the furloughs, it could mean up to 400 people being laid off in City government, 400. So the question then becomes do we lay off 400 people or do we take this hit everyone sharing in it in some way to minimize the pain so that people can continue to take care of their families here in the City who work in City government. So, this is before us and we are going to continue to work with the other unions and again, we are not going to compromise the progress that we have made in making the City safer. We are not going to compromise in the quality of services that we have provided across the board. But we are not out of the waters. We have to really make some tough decisions during these times, but I definitely want to make it very clear to Finance that I want to minimize the number of layoffs and I wanted to do this in way that we all shared in this, because the ultimate goal is when times are better we all share in the benefits in moving the City forward."

President: "Madam Comptroller."

Comptroller: "I agree with the Mayor, these are very difficult times locally and nationally and there are continual efforts for us to balance our budget and based on the information that we just received from the Finance Director, the State has challenges which may further impact the City. But, the goal of this plan is to minimize layoffs and to continue the basic

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services, and the furlough definitely will not be easy. But, I support it because, it will save jobs which is important and it will also allow us to balance our budget today."

President: "Thank you very much. Madam Mayor, you have said very clearly that furloughs and layoffs would be painful. I think we can all attest that they are. Today, I am supporting the furlough plan because of the very real need for the City to act quickly and responsibly to address an enormous budget shortfall that threatens the very financial stability of our City. We must act, and we must act now. The only likely alternative to this furlough plan is an even more painful one and this is as the Mayor stated, dramatic layoffs. The longer we wait, the harder this painful pill is to swallow. The less able we are able to spread the pain of these reductions throughout the budget. In fact, the State government planning further cuts, I urge the administration to continue looking vigilantly for additional efficiencies and cost savings, and guarding against waste, so that we are better prepared for another round of painful cuts. Every City expenditure should be viewed through the prism is this more important than a City worker's job or pay? I would like to thank all of the City's employee unions, including Fire and Police for their commitment to work with the City to address these difficult decisions. I

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am hopeful that the administration, fire and police can find common ground and that concerns regarding public safety can be addressed. I would also like to thank Mr. Gallagher for your diligence in working with City agency heads to craft a proposal that will help address the City's budget shortfall. Additionally, I would like to thank you for your vision because as we may have balked at many of the cost saving proposals that you have put before us, you have put the City --- because of your vision and your leadership, the recommendation that you made have put the City in a much better position than many jurisdictions locally and nationally to weather this recession. So, I would like to thank you for that. I didn't thank you at the time and I just want to assure you that any name I called you after you left the room was --- I am just joking. However as we discussed, I am still deeply concerned that the furlough proposal will disproportionately impact our lowest paid employees with families who often live paycheck to pay check. They are already struggling to make ends meet in these difficult times. These employees are the backbone of our City government. Some I am sure have only one income stream, and I believe that we must take great care to ensure that the City's furlough plan is as flexible and progressive as possible. While we must act on this plan today, this does not preclude the administration

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from implementing this furlough plan in the most equitable and balanced way possible. One idea would be to allow City employees earning less than \$30,000.00 to use some of their accrued leave to offset some of the impact of the mandatory five furlough days when the City government will be closed. The City would still reap the benefits of significant savings achieved by closing government for five days and this could be financed by simply eliminating some of the accrued time of employees making of over \$90,000.00 to \$100,000.00. I am committed to working with the administration to look at this idea and others. I am also committed to working to find more efficiency and cost savings, including in the City Council's budget, so that we are better prepared for the future. Again, thank you. Is there a Motion?"

City Solicitor: "I would MOVE the approval of the Furlough Resolution presented by our visionary Director of Finance, Mr. Gallagher, given the economic context that we find ourselves in and the challenges that we are still going to have to deal with in the future."

Comptroller: "Second."

President: "All those in favor say AYE. Opposed. Motion carries. The Post Adoption Budget Reduction Plan has been adopted. I don't believe there was anything else on the Agenda."

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Mr. Gallagher."

Mr. Gallagher: "There were two items that I presented to the Board. The resolution and the abolishment of positions and the termination of contracts."

City Solicitor: "That was presented in the written matters to the Board. I would amend the Motion and approve that as well."

Comptroller: "Second."

President: "All those in favor say AYE. Opposed. Motion carries. Thank you very much. As there is no more business before the Board, the meeting will recess until bid opening at 12:00 Noon."

* * * * *

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

BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued an Addendum extending the dates for receipt and opening of bids on the following contract. There were no objections.

THERE WERE NO ADDENDUM RECEIVED.

Joint Committee

BALTIMORE FIRE FIGHTERS ASSOCIATION
Local No. 734
Chartered October 20, 1942

BALTIMORE FIRE OFFICERS ASSOCIATION
Local No. 964
Chartered February 20, 1948



FRATERNAL ORDER OF POLICE
Baltimore City Lodge #3



September 21, 2009

Mayor Sheila M. Dixon
(and Board of Estimates)
City of Baltimore
City Hall
100 N. Holliday Street
Baltimore, MD 21202

Re: FY 2010 Furlough Plan

Dear Madame Mayor and the Board of Estimates:

The City's Finance Director has announced a wage "furlough" plan to be presented to the Board of Estimates this Wednesday. Under the plan, as proposed, City employees are to suffer mandatory days off without pay to reduce their gross pay by a total of five to eight days, to reduce each employee's annual salary by two to three percent. Most of the members of our bargaining units are to suffer the larger cut in their earnings under the proposed furlough plan. They are being asked to contribute more than others, as they daily contribute more in their labor and loyalty on the streets of Baltimore to protect and defend the residents of Baltimore.

The cuts proposed are portrayed by the Administration as intended to bridge a budget gap without any increase in local fees or taxes, and without the use of any part of the City's \$95 million rainy day fund or portion of \$39.7 million in surplus funds "discovered" by the Finance Department in August 2009 when the books for FY08 were closed out. While the representatives of the Public Safety Unions have asked for specifics to document the needs claimed to exist, to date we have only received a one-page, unverified rough estimate of the problem and of its dimension. It was and it remains woefully insufficient to justify the plan.

Mayor Sheila M. Dixon
September 21, 2009
Page 2

The Labor Commissioner has asked our bargaining units to "ratify" the furlough plan proposed, but she has done so without satisfying the City's obligations to our members under existing law and contract. There are at a minimum four issues that have not yet been addressed:

First, in the recession of 1991-1992, the City tailored the amount taken to only those sums absolutely necessary, and the furlough was halted after it was begun to avoid unnecessary cuts;

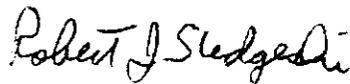
Second, in the recession of 1991-1992, the City returned amounts taken from employees after the City's financial situation was corrected through K-days;

Third, the Administration has not responded to our demand that it immediately endorse responsible actions to remedy protect and fully fund all of the retirement benefits that are assured under the legislated terms of the Fire and Police Employees' Retirement System of the City of Baltimore, which added funding obligations the Finance Director has sought to evade and avoid since 2003;

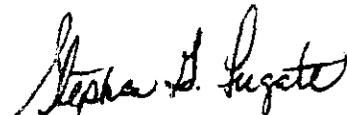
Fourth, what are the amounts of the projected shortfalls and why, why are furloughs needed, what alternative measures to furloughs have been considered, what measures have been recommended? What is the amount of projected savings as a result of implementing each of these measures?

What is the position of the Administration on each of these issues? We invite you to supply the information requested but not yet supplied, and your prompt and constructive responses to the four issues before action is taken by the Board of Estimates on the proposed furlough plan.

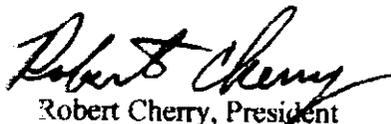
Sincerely,



Robert J. Sledgeski, President
Baltimore Fire Fighters Local 734



Stephan G. Fugate, President
Baltimore Fire Officers Local 964



Robert Cherry, President
Fraternal Order of Police Lodge 3

cc: Christopher Thomaskutty, Deputy Mayor for Administration
Deborah Moore-Carter, Labor Commissioner
Baltimore City Council

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

Bureau of Purchases

- B50001162, Extruded Street
Name Sign Blanks

Allied Contractors, Inc.
Corman Marine

Bureau of Purchases

- B50001183 Tire Repair and
Maintenance Supplies

The Waters Co.
Myers Tire Supply
Salvo Limited Partnership, LLLP

Bureau of Purchases

- B50001190 Work Trucks in Two
Configurations

Chesapeake Ford Truck Sales, Inc.
Winner Ford
Chapman Chevrolet
Apple Ford L/M Inc.
Hertrich Fleet Services, Inc.
Criswell Chevrolet Inc.
Bob Bell Ford
Bob Bell Chevrolet of Belair

Bureau of Purchases

- B50001193 Tow Chains, TIW
Cables, Assemblies, and TIW-
Downs

NO BIDS RECEIVED

BOARD OF ESTIMATES

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Bureau of Purchases

- B50001199 OEM Parts and Services for Kawasaki, Suzuki and Yamaha Dirt bikes and ATVs
-

NO BIDS RECEIVED

Bureau of Purchases

- B50001201 Supply of Polymeric Flocculant, Centrifuge Dewatering for the Back River Wastewater Treatment Plant
-

Tidewater Products, Inc.
 Kemira Water Solutinos, Inc.
 Ciba Corporation
 Polydyne, Inc.
 Coyne Chemical

Bureau of Purchases

- B50001212 Street Tree and Stump Removal: Group III
-

Asplundh Tree Expert Co.
 C&D Tree Service, Inc.
 Takoma Tree Experts, Inc.

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There being no objections, the Board UPON MOTION duly made and seconded, the Board adjourned until its next regularly scheduled meeting on Wednesday, July 22, 2009.

JOAN M. PRATT
Secretary