

MINUTES**REGULAR MEETING**

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

The meeting was called to order by the President.

President: "I will direct the Board members attention to the memorandum from my office dated July 11, 2011, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a motion."

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

Comptroller: "Second."

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

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MINUTES

Department of Real Estate - Contract of Sale, SCOPE Project

The Board is requested to approve and authorize execution of the contract of sale for the following property.

<u>Purchaser</u>	<u>Property</u>	<u>Sale Price</u>
1. William Thomas, III	3519 Ash Street	\$ 7,500.00

The purchaser agrees to complete the renovation of the property and obtain a Certificate of Occupancy no later than 18 months from the date of settlement.

On May 28, 2003, the Board approved an agreement with the Baltimore Economy and Efficiency Foundation, Inc. and the Greater Baltimore Board of Realtors, Inc. to allow the sale of City-owned properties under the SCOPE Project, which is an acronym for Selling City Owned Properties Efficiently.

Under this project, real estate brokers are responsible for marketing the properties and providing the City with sale contracts. Upon closing, they will be paid 8% of the sale proceeds, with a \$2,500.00 minimum fee.

(FILE NO. 56663)

UPON MOTION duly made and seconded, the Board approved the Contract of Sale with William Thomas, III, for 3519 Ash Street.

MINUTES**CITY COUNCIL BILL**

11-0634 - A resolution concerning Charter Amendment - City Council - Age Requirements for the purpose of lowering the minimum age requirement for members of the City Council; and submitting this amendment to the qualified voters of the City for adoption or rejection.

THE LAW DEPARTMENT APPROVED CITY COUNCIL BILL 11-0634 FOR FORM AND LEGAL SUFFICIENCY.

THE BALTIMORE CITY BOARD OF ELECTIONS AND THE DEPARTMENT OF FINANCE HAD NO POSITION ON CITY COUNCIL BILL 11-0634.

UPON MOTION duly made and seconded, the Board approved City Council Bill 11-0634 and directed that the bill be returned to the City Council with the recommendation that the bill be approved and passed by that Honorable Body. The President **ABSTAINED.**

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following pages:

2187 - 2188

All of the EWOs have been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The Mayor **ABSTAINED** on item no. 7.

The President **ABSTAINED** on item no. 9.

MINUTES**EXTRA WORK ORDERS**

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

Department of Transportation

1. EWO #001, \$0.00 - TR 09001, Reconstruction of Footways
Citywide

\$ 834,977.50	-	M. Luis Construc-	0	-
		tion Co., Inc.		
- The overruns and under-runs cancel each other out.
2. EWO #001, \$286,070.75 - TR 09305, Fairfield Ecological In-
dustrial Park

\$4,877,745.30	-	P. Flanigan &	-	-
		Sons, Inc.		
3. EWO #003, \$0.00 - TR 10324, Baltimore City Downtown Infra-
structure Improvements Project

\$4,074,564.90	\$710,115.00	P. Flanigan &	120	-
		Sons, Inc.		
4. EWO #003, \$154,800.00 - TR 10011RR, Conduit Systems Repairs @
Various Locations JOC

\$2,139,020.00	\$103,120.00	Allied Contrac-	-	-
		tors, Inc.		
5. EWO #005, \$26,985.00 - TR 10002, Replacement of Bridge, BC
6525 on Loch Raven Drive Over Dulaney Valley Branch

\$ 669,432.00	\$93,258.25	Allied Contrac-	-	-
		tors, Inc.		
6. EWO #002, \$24,500.00 - TR 09011, Reconstruction of Lexington
Street from Park Avenue to Liberty Street

\$ 736,520.43	\$235,840.48	Monumental Paving	13	-
		& Excavating,	days	
		Inc.		

MINUTES**EXTRA WORK ORDERS**

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

Department of General Services

- | | | | | |
|--|--------------|----------------------------|---|----|
| 7. EWO #012, \$28,359.73 - PB 06816, Convention Center Roof Terrace Renovation | | | | |
| \$1,969,247.00 | \$315,499.53 | National Roofing Co., Inc. | 0 | 99 |
| 8. EWO #026, \$64,784.00 - PB 08820R, Fallsway Housing & Service Center | | | | |
| \$6,937,000.00 | \$834,817.38 | Roy Kirby & Sons, Inc. | - | - |

Bureau of Water & Wastewater

- | | | | | |
|---|--------------|--------------------------|---|----|
| 9. EWO #004, \$28,639.09 - SWC 7758, Drainage Repairs & Improvements at Various Locations | | | | |
| \$1,066,490.00 | \$204,250.00 | Allied Contractors, Inc. | 0 | 55 |

MINUTES

Mayor's Office of Employment - Memorandum of Understanding
Development (MOED)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the memorandum of understanding (MOU) with the State of Maryland Department of Labor, Licensing and Regulation (DLLR). The period of the MOU is March 1, 2011 through December 30, 2011.

AMOUNT OF MONEY AND SOURCE:

\$11,783.00 - 4000-806711-6312-458505-603013

BACKGROUND/EXPLANATION:

Under this MOU, MOED will provide office space and related supplies to DLLR at the Baltimore City Mayor's Office of Employment Development's One-Stop Eastside Career Center located at 3001 E. Madison Street. The mutual objectives of both parties of this MOU are to provide reemployment and eligibility assessments to individuals who are receiving Unemployment Insurance Benefits Services.

The MOU is late because additional time was required to reach a comprehensive understanding between the parties.

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Mayor's Office of Employment - Agreement
Development (MOED)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the Historic East Baltimore Action Community Coalition, Inc. (HEBCAC). The period of the agreement is July 1, 2011 through June 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$600,911.00 - 1001-000000-6331-475905-603051

BACKGROUND/EXPLANATION:

The organization will provide comprehensive integrated services to 300 out-of-school youth ages 16 to 22 living in Baltimore City. Services will include but are not limited to job readiness preparation, career skills training, employment connections, case management, recreational and cultural activities, and other services.

The agreement is late because additional time was required to reach a comprehensive understanding between the parties.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with the Historic East Baltimore Action Community Coalition, Inc.

MINUTES

Department of Planning - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant agreement with the United States Department of Commerce, Economic Development Administration (EDA). The period of the grant agreement is July 20, 2011 through July 20, 2013.

AMOUNT OF MONEY AND SOURCE:

\$60,000.00 - 4000-40712-1873-189000-601001

BACKGROUND/EXPLANATION:

This EDA's investment will support the continuation of planning activities in Baltimore City. The City sought investment from the EDA to support the update and revision of the existing 2008 Comprehensive Economic Development Strategy (CEDs).

Given local impacts, due to the global economic downturn that began after the completion of the City's green CEDs, as well as new priorities on sustainability, the investment will support the development of strategic interventions to promote collaborative regional innovation, public/private partnerships, and global competitiveness.

The investment will create a platform for new job growth and income generation for distressed areas of the Baltimore region. A new CEDs will be drafted to address emerging opportunities and to target key areas in the City where existing businesses can be strengthened.

APPROVED FOR FUNDS BY FINANCE.

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

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

MINUTESPolice Department - Memorandum of Agreement and
Memorandum of Understanding

The Board is requested to approve and authorize execution of the following memorandum of agreement (MOA) and the memorandum of understanding (MOU):

MEMORANDUM OF AGREEMENT

1. **COMMUNITY CONFERENCING CENTER** **\$ 50,000.00**

Account: 4000-465110-2250-671501-607001

On November 18, 2009, the Board approved a Grant Award Agreement with the United States Department of Justice, Office of Justice Programs, for the FY09 Baltimore City Juvenile Screening and Diversion Program. The period of the grant award was October 1, 2009 through September 30, 2010. On December 22, 2010, the Board approved a no-cost time extension through September 30, 2011. The Baltimore City Juvenile Screening and Diversion Program reduces juvenile recidivism by offering diversion services for youth ages 8 to 17 who are arrested for nonviolent offenses in the City. Under the memorandum of agreement, the Community Conferencing Center will deliver community conferencing, an effective diversion intervention, to juveniles who are arrested for nonviolent offenses. The period of the MOA is May 1, 2011 through September 30, 2011.

MEMORANDUM OF UNDERSTANDING

2. **FAMILY HEALTH CENTERS OF** **\$114,392.00**
BALTIMORE, INC.

Account: 4000-485010-5750-644508-607001

On September 2, 2009, the Board approved a grant award agreement from the Bureau of Justice for the FY2009 Recovery Act Justice Assistance Grant Program in the amount of \$5,275,246.00. The period of the grant award was March 1, 2009 through February 28, 2013. This MOU with the Family Health Centers of Baltimore, Inc. will serve as an integral component in Baltimore City's violence prevention strategy, by servicing the most at-risk populations in the Cherry

MINUTESPolice Department - cont'd

Hill Community through the implementation of the Safe Streets Program. The Safe Streets program will seek to reduce shootings and homicides through community mobilization, outreach, public education, faith-based leader involvement, and criminal justice system participation, in Cherry Hill.

This MOU is late because the signed agreements were recently received by the Department.

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 memorandum of agreement with the Community Conferencing Center. The Board also approved and authorized execution of a memorandum of understanding with the Family Health Centers of Baltimore, Inc.

MINUTES

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

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2011 through June 30, 2012, unless otherwise indicated.

1. **PROJECT PLASE, INC.** **230,284.00**

Account: 4000-496211-3573-267826-603051

The organization will provide housing and supportive services, including but not limited to case management, counseling, alcohol and drug treatment counseling, transportation and relocation assistance to approximately 115 individuals and/or families whose head of household was previously homeless and are mentally ill, substance abusers, developmentally disabled or persons with HIV/AIDS.

MWBOO GRANTED A WAIVER.

2. **MERCY MEDICAL CENTER, INC.** **\$327,109.00**

Account: 4000-496211-3571-591465-603051

The organization will hire staff and provide outreach and other supportive services to individuals and families residing in shelters, transitional and permanent housing and assist them in obtaining and/or maintaining permanent housing. Services will also include but not be limited to outreach counseling, housing counseling, resident advocacy, homeownership counseling and cash assistance. The period of the agreement is February 1, 2011 through January 31, 2012.

MWBOO GRANTED A WAIVER.

3. **SUPPORTIVE HOUSING GROUP, INC.** **\$169,125.00**
(SHG)

Account: 4000-496211-3572-591492-603051

The SHG will provide transitional housing for up to two years to approximately 36 households with dependent children. The SHG will ensure that all clients receive

MINUTES

MOH/OHS - cont'd

intensive services and close supervision prior to reuniting with their children, counseling for substance abuse, life skills, employment counseling and/or job training.

MWBOO GRANTED A WAIVER.

4. **BALTIMORE CRISIS RESPONSE, INC.** **\$ 43,200.00**

Account: 4000-496211-3571-591495-603051

The organization will operate Shelter Line a telephone intake, information and referral services system located at 2041 E. Fayette Street. Services will be provided to the citizens in Baltimore City who are currently homeless or at various stages of homelessness, and provide access to a wide range of services within the Baltimore City continuum of services. The period of the agreement is April 1, 2011 through March 31, 2012.

MWBOO GRANTED A WAIVER.

5. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$ 96,428.00**

Account: 4000-496211-3572-591404-603051

The organization will operate Christopher Place, a 24-hour transitional housing facility in Baltimore City. Services will include employment assistance and other support services for 12 homeless men with substance abuse problems. The approximate length of stay of each resident is six to nine months. The period of the agreement is February 1, 2011 through January 31, 2012.

MWBOO GRANTED A WAIVER.

MINUTESMOH/OHS - cont'd

6. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$290,379.00**

Account: 4000-496211-3572-591404-603051

The organization will provide housing and extended supportive services to approximately 29 homeless, mentally ill women in Baltimore City. The goal of the program will be to assist women to achieve and maintain economic, residential and emotional stability. Services will include but are not limited to assess and evaluate each client after the first month of orientation, observation using the life skills assessment, and outlining areas that need to be strengthened. The period of the agreement is February 1, 2011 through January 31, 2012.

MWBOO GRANTED A WAIVER.

7. **ST. AMBROSE HOUSING AID CENTER, INC.** **\$ 34,502.00**

Account: 4000-496211-3573-591452-603051

The organization will provide case management services to four formerly homeless individuals and ten families. Services will also include providing case management services to clients residing in the St. Ambrose Housing Aid Center Inc.'s permanent housing units. Services will include but are not limited to developing a healthy relationship with clients, assisting them in identifying their strengths and needs and developing plans that improve problem identification. The period of the agreement is April 1, 2011 through March 31, 2012.

MWBOO GRANTED A WAIVER.

MINUTES

MOHS/OHS

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

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

BOARDS AND COMMISSIONS1. Prequalification of Contractors

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

American Lighting & Signalization, Inc. and Subsidiary	\$ 91,296,000.00
Asplundh Tree Expert Co. and Subsidiaries	\$3,085,812,000.00
Bristol Environmental, Inc.	\$ 8,000,000.00
C. A. Lindman, Inc. and Subsidiaries	\$ 62,073,000.00
Centennial Contractors Enterprises, Inc.	\$ 226,206,000.00
Commercial Cabling & Sound, Inc.	\$ 1,500,000.00
Cotten Construction Company	\$ 1,872,000.00
Freeland Hoist & Crane, Inc.	\$ 1,500,000.00
Furbish Company, LLC	\$ 1,500,000.00
Green Contracting Company, Inc.	\$ 143,019,000.00
HGS, LLC. d/b/a Angler Environmental	\$ 24,642,000.00
Lach Tile & Marble, Inc.	\$ 6,732,000.00
Livingston Fire Protection, Inc.	\$ 8,000,000.00
Manuel Luis Construction Co., Inc.	\$ 48,321,000.00
PC Construction Company	\$ 596,466,000.00
PIM Corporation	\$ 8,000,000.00
Skanska USA Civil Southeast, Inc. Work Capacity rating underwritten by Blanket guarantee of \$500,000,000.00 from the parent corporation, Skanska USA, Inc. and \$64,638,000.00 from Skanska USA Civil Southeast, Inc.	\$ 564,638,000.00
Tech Contracting Co., Inc.	\$ 7,254,000.00
Ulliman Schutte Construction, LLC.	\$ 527,220,000.00
US Modular Group East, Inc. T/A USMGE	\$ 3,726,000.00
V&S Contractors, Inc.	\$ 63,468,000.00
Waverly Construction & Management Company, Inc.	\$ 8,000,000.00
Western Summit Constructors Inc. Consolidated	\$ 523,593,000.00
W.D. Fox Tapping & Welding, Inc.	\$ 1,500,000.00
W. F. Wilson & Sons, Inc.	\$ 18,054,000.00

MINUTES**BOARDS AND COMMISSIONS**2. Prequalification of Architects and Engineers

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

AECOM Technical Services, Inc.	Architect Landscape Architect Engineer Survey
Albrecht Engineering, Inc.	Engineer
Ammann & Whitney Consulting Engineers, PC	Architect Engineer
Arel Architects, Inc.	Architect Engineer
Columbia Engineering, Inc.	Engineer
Morabito Consultants, Inc.	Engineer
NMP Engineering Consultants, Inc.	Engineer
Phoenix Engineering, Inc.	Engineer Survey
Piping and Corrosion Specialties, Inc.	Engineer
RETTEW Associates, Inc.	Landscape Architect Engineer Survey

MINUTES**BOARDS AND COMMISSIONS**

Russell Corrosion Consultants, Inc.	Engineer
T.L.B. Associates, Inc.	Engineer
Wallace Montgomery & Associates, LLP.	Engineer Survey

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

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Personnel matters

listed on the following pages:

2203 - 2204

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

MINUTES**PERSONNEL**Maryland Department of Human Services1. Adjust the salary range:

Grade 889
 From: (\$22,249.00 flat)

To: (\$30,000.00 flat)

Costs: \$7,751.00 - 1001-000000-3650-336300-601001

The Department of Human Resources has received a request from the Maryland State Department of Human Services to adjust the salary range that supplements the salary paid by the State of Maryland for the position of Baltimore City Director of Social Services, class number 02348, grade 889. The increase in salary supplement paid by Baltimore City is effective July 1, 2011.

Police Department

2. **BARBARA J. DARGAN** \$14.42 **\$30,000.00**

Account: 5000-551112-2013-212900-601009

Ms. Dargan will continue to serve as a Contract Services Specialist One (Data Entry Operator) for the Cease Fire-Gun Violence Reduction Project. She will be responsible for utilizing a computer terminal to record a variety of complex and sensitive data from source documents into a database; examine source documents for completeness and return documents to originator for corrections or clarification. The period of the agreement is effective upon Board approval through June 30, 2012.

MINUTES**PERSONNEL**Police Dept.

3. **LAWRENCE B. JOHNSON** \$14.42 **\$30,000.00**

Account: 5000-551112-2013-212900-601009

Mr. Johnson, retiree, will continue to work as a Contract Service Specialist One (Firearms Inventory Technician) for the Cease Fire-Gun Violence Reduction Project. Mr. Johnson will be responsible for firearms inventory to identify the manufacturer, model, caliber, serial number, and condition of incoming firearms. He will test suitable non-evidentiary firearms and recover sample cartridge cases and bullet specimens for future entry in the IBIS computer system and enter results of inventories into unit computer programs. The period of the agreement is effective upon Board approval through June 30, 2012.

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. ATLANTIC DIVING
SUPPLY, INC. | \$31,074.27 | Low Bid |
| Solicitation No. 07000 - Various Equipment for Dive Rescue -
Fire Department - Req. No. R578684 | | |
| 2. AGILENT TECHNOLOGIES | \$29,896.76 | Sole Source |
| Solicitation No. 08000 - GC-MS Maintenance Contract - Police
Department - Req. No. R577782 | | |

The vendor is the sole distributor of the proprietary software currently in use in the Police Department Crime Labs and therefore is the only vendor capable of updating and upgrading and maintaining their current systems. The period of the award is July 13, 2011 through July 12, 2014.

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|--|-------------|---------|
| 3. R & S NORTHEAST | \$14,220.00 | Renewal |
| Solicitation No. 06000 - Nuvaring Contraceptives - Health
Department - Req. No. P513279 | | |

On July 1, 2009, the Board approved the initial award in the amount of \$14,175.00. The award contained five 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$14,220.00 is for the period July 1, 2011 through June 30, 2012, with three one-year renewals remaining.

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|---|-------------|---------|
| 4. NORITSU AMERICA CORP. | \$22,201.00 | Renewal |
| Solicitation No. 08000 - Annual Maintenance for Noritsu
Equipment - Police Department - Req. No. R553082 | | |

On July 28, 2010, the Board approved the initial award in the amount of \$22,201.00. The award contained five 1-year renewal options. The vendor is the manufacturer and sole source for service, maintenance, calibration, and parts for several pieces of equipment currently in use by the Police Department Photo Lab. This renewal in the amount of \$22,201.00 is for the period July 20, 2011 through July 20, 2012, with four 1-year renewal options remaining.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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|---|---------|---------|
| 5. M&M CONTROLS, INC. | \$ 0.00 | Renewal |
| Solicitation No. B50000581 - H.V.A.C. Repair Parts and Supplies
- Agencies - Various - P.O. No.P503952 | | |

On September 3, 2008, the Board approved the initial award in the amount of \$300,000.00. The award contained two 1-year renewal options. This is the first renewal for the period September 3, 2011 through September 2, 2012.

MWBOO GRANTED A WAIVER.

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|--|----------------|----------|
| 6. ONE CALL CONCEPT
LOCATING SERVICES, INC. | \$2,000,000.00 | Increase |
| Solicitation No. B50000935 - Utility Relocate/Marking and
Related Work - Department of Public Works, Bureau of Water and
Wastewater - P.O. No. P507602 | | |

On April 8, 2009, the Board approved the initial award in the amount of \$1,103,450.00. The renewal in the amount of \$700,000.00 was approved on February 23, 2011. This increase in the amount of \$2,000,000.00 is necessary due to an increase in usage and will make the total award amount \$3,803,450.00.

MWBOO SET GOALS OF 10% MBE AND 3% WBE.

MBE: PAJ Business Staffing 10%

WBE: Boonerang Consulting,
Inc. 3%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

7. T.E.A.M. SERVICE

CORPORATION	\$200,000.00	Renewal
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Solicitation No. B500005557 - Provide Emergency Generators Services for City of Baltimore - Agencies - Various - P.O. No. P503904

On September 3, 2008, the Board approved the initial award in the amount of \$377,300.00. The award contained one 1-year renewal. This renewal in the amount of \$200,000.00 is for the period September 3, 2011 through September 2, 2013.

MBE: Universal Electrical Service 23.0%

WBE: Electrical Masters Service, Inc. 7.5%
Baltimore Electric Service, Inc. 2.5%

MWBOO FOUND VENDOR IN COMPLIANCE.

8. PVS CHEMICAL SOLUTIONS,

INC.	\$ 50,000.00	Renewal
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Solicitation No. B50000624 - Liquid Sodium Bisulfite - Department of Public Works, Bureau of Water and Wastewater - P.O. No. P503910

On September 3, 2008, the Board approved the initial award in the amount of \$297,000.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This is the final renewal in the amount of \$50,000.00 and is for the period September 3, 2011 through September 2, 2012.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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|---|---------------------|-----------------|
| 9. <u>FINCH SERVICES, INC.</u> | <u>\$123,917.15</u> | <u>Increase</u> |
| Solicitation No. B50001739 -Skid Steer Loader - Department of Public Works - Req. No. R577613 | | |

On January 19, 2011, the Board approved the initial award in the amount of \$74,350.29. This increase in the amount of \$123,917.15 is necessary to purchase five additional vehicles, and will make the total award amount \$198,267.44.

MWBOO GRANTED A WAIVER.

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|---|---------------------|-----------------|
| 10. <u>BELTWAY INTERNATIONAL</u> | <u>\$300,000.00</u> | <u>Increase</u> |
| Solicitation No. B50001092 - O.E.M. Parts & Service for International, GMC Heavy Duty and Mack Trucks - Department of General Services - P.O. No. P509143 | | |

On July 15, 2009, the Board approved the initial award in the amount of \$600,000.00 to Bob Bell Automotive Group and \$500,000.00 to Beltway International. The award contained two 1-year renewal options. On May 31, 2011, the City Purchasing Agent approved an increase in the amount of \$50,000.00 to Beltway International. This increase in the amount of \$300,000.00 is necessary due to an increase in the use of parts and service, and will make the award amount \$850,000.00.

MWBOO GRANTED A WAIVER.

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|--|---------------------|-----------------|
| 11. <u>MCLEAN CONTRACTING COMPANY</u> | <u>\$600,000.00</u> | <u>Increase</u> |
| Solicitation No. B50001438 - Requirements for Structural Maintenance and Dredging of Inner Harbor - Agencies - Various - Req. Nos. Various | | |

On May 12, 2010, the Board approved the initial award in the amount of \$400,000.00. This increase in the amount of \$600,000.00 is necessary to meet the City's demand for these services, and will make the total award amount \$1,000,000.00.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

MWBOO SET GOALS OF 25% AND 10% WBE.

MBE: G.E. Frisco Company, Inc.	7.25%
Manjoe Insurance Agency, Inc.	<u>1.72%</u>
	8.97%

WBE: A2Z Environmental Group, LLC	2.24%
Hopkins Fuel Oil Company	<u>2.24%</u>
	4.48%

MWBOO FOUND VENDOR IN COMPLIANCE ON APRIL 19, 2010.

THE VENDOR REQUESTED A WAIVER AND DEMONSTRATED GOOD FAITH EFFORTS. NO FURTHER SEGMENTATION IS AVAILABLE.

12. SOCRATA, INC.	\$ 23,970.00	Agreement/ Selected Source
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Solicitation No. 06000 - Socrata Agreement - Mayor's Office of Information Technology - Req. No. TBDL

The Board is requested to approve and authorize execution of an agreement with Socrata, Inc. The period of the agreement is effective upon Board approval through April 30, 2012.

The vendor is the sole provider of the proprietary software application and services outlined in Exhibit A of the submitted agreement. Services will include Developer API training, Publisher training, Custom Theming and Skinning of data site and social data template, program management services, and data set preparation and visualization 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 equipment and/or service is recommended.

(FILE NO. 57210)

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

13. UNIVERSAL SECURITY

INSTRUMENTS INC.	\$105,840.00	Renewal
Solicitation No. B50001108 - Smoke and Fire Alarms - Fire Department - P.O. No. P509168		

On July 15, 2009, the Board approved the initial award in the amount of \$105,840.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$105,840.00 is for the period July 15, 2011 through July 14, 2012, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

14. RGA, LLC.	\$ 93,000.00	Increase
Solicitation No. 08000 - Traffic Signal Vehicle Detection Equipment - Department of Transportation - P.O. No. P501950		

On April 16, 2008, the Board approved the initial award in the amount of \$234,866.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This increase in the amount of \$93,000.00 is necessary due to an increased demand for these products. This increase will make the total award amount \$494,337.00.

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 equipment and/or service is recommended.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

15. PRESIDIO NETWORKED

SOLUTION	\$ 34,961.40	Renewal
Solicitation No. 08000 - Maintenance and Software Support of Nortel Equipment - Enoch Pratt Free Library - Req. No. R579384		

On September 1, 2010, the Board approved the initial award in the amount of \$43,477.20. The award contained four 1-year renewal options. This is the first renewal in the amount of \$34,961.40 is for the period September 1, 2011 through August 31, 2012.

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 equipment and/or service is recommended.

16. TELE-TECTOR OF MARYLAND

INC.	\$750,000.00	Increase
Solicitation No. B50001080 - CCTV Maintenance and Platform Integration - Mayor's Office of Criminal Justice - P.O. No. P508992		

On July 1, 2009, the Board approved the initial award in the amount of \$2,800,000.00. The award contained three 2-year renewal options. Subsequent actions have been approved. The Mayor's Office of Criminal Justice has requested the additional funds be used for the installation and maintenance of current equipment and additional expansion of the City's CCTV system.

MWBOO SET GOALS OF 7% MBE AND 3% WBE.

MBE: Paniagua's Enterprises, Inc. 7%

WBE: Fleet Electric, Inc. 3%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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|---|--------------|----------|
| 17. CUMMINS POWER
SYSTEMS, LLC. | \$ 15,000.00 | Increase |
| Solicitation No. B50001091 - O.E.M. Parts and Service for
Cummins Engines - Department of General Services - P.O. No.
P509146 | | |

On July 15, 2009, the Board approved the initial award in the amount of \$100,000.00 to Beltway International, Harbor Truck Sales and Services, Inc. and Cummins Power Systems, LLC. Due to an increase in usage of parts and services an increase in the amount of \$15,000.00 is necessary, and will make the award amount \$125,000.00. No additional funds are required for Beltway International and Harbor Truck Sales and Services, Inc. The contract expires July 31, 2012 with two 1-year renewal options.

MWBOO GRANTED A WAIVER.

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|---|--------------|-----------------|
| 18. ALTEC, INC. | \$310,702.00 | Selected Source |
| Solicitation No. 06000 - Aerial Bucket Trucks - Department of
General Services - Req. Nos. R574525 and R574664 | | |

This request is for the purchase of three aerial bucket trucks. The vendor is the original equipment manufacturer of the majority of bucket trucks in the City's inventory and the City's mechanics are trained in the maintenance and repair of these units for which a full inventory of parts is maintained.

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 equipment and/or service is recommended.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

19. MASON-DIXON FIRE

EQUIPMENT	\$ 50,000.00	Increase
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Solicitation No. B50001670 - Safety Boats for the Fire Department - Fire Department - P.O. No. P515982

On January 26, 2011, the Board approved the initial award in the amount of \$275,000.00. The award contained four 1-year renewal options. This increase in the amount of \$50,000.00 is necessary to fund the Fire Department's requirements for the remainder of the initial term.

MWBOO GRANTED A WAIVER.

20. P-B HEALTH HOME CARE AGENCY	\$ 57,000.00	
S.T.A.R. ASSOCIATES, INC.	22,000.00	
TRUSTWORTHY STAFFING SOLUTIONS	50,000.00	
	<u>\$129,000.00</u>	Renewal

Solicitation No. B50000387 - Provide Personal Care/Chore Services - Health Department, CARE Services - P.O. Nos. P510682, P510685 and P510658

On July 23, 2008, the Board approved multiple awards to the above-listed vendors. The award contained two 1-year renewal options. Subsequent actions have been approved. This is the final renewal in the amount of \$129,000.00 for the period August 1, 2011 through July 30, 2012.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

21. HD SUPPLY WATERWORKS

LTD	\$ 50,000.00	Increase
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Solicitation No. B50001433 - Plastic Meter Boxes - Department of Public Works, Bureau of Water and Wastewater - P.O. No. 513725

On June 9, 2010, the Board approved the initial award in the amount of \$42,089.00. The award contained one 2-year renewal option. This increase in the amount of \$50,000.00 is necessary because of increased usage of this contract. This increase will make the total award amount \$92,089.00.

MWBOO GRANTED A WAIVER.22. ADP, INC. \$1,600,000.00 Sole Source

Solicitation No. 08000 - Automatic Data Processing Human Resources Systems Licensing - Department of Human Resources - Req. No. R579382

The vendor is the sole provider of licensing maintenance and support of proprietary software for the Automatic Data Processing Human Resources Systems Software in use by the Department of Human Resources.

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 equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

23. MULTICORP, INC.	\$ 28,245.00	Ratification
Solicitation No. 06000 - Janitorial Services for Area A - Department of General Services - P.O. No. P506211		

On March 28, 2007, the Board approved the initial award in the amount of \$426,450.00. Subsequent actions have been approved. The ratification in the amount of \$28,245.00 is for payment for janitorial services for two of the three invoices for the month of September 2010 on the contract that was extended to October 31, 2010. The invoices had not been submitted previously by the vendor.

MBE: Building One Services 17%

WBE: My Cleaning Service 9%

MWBOO FOUND VENDOR IN COMPLIANCE.

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts, extensions, and a ratification. The Board also approved and authorized execution of an agreement with Socrata, Inc. (Item No. 12.). The President **ABSTAINED** on item no. 6, item no. 8, item no. 12, and item no. 21. The Comptroller **ABSTAINED** on item 20 and item 23.

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

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

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM

- | | |
|---|--------|
| 1. HISTORIC EAST BALTIMORE COMMUNITY ACTION COALITION, INC./ADMINISTRATION OFFICE | \$0.00 |
| 2. HISTORIC EAST BALTIMORE COMMUNITY ACTION COALITION, INC./EAST BALTIMORE TECHNOLOGY | \$0.00 |
| 3. HISTORIC EAST BALTIMORE COMMUNITY ACTION COALITION, INC./YO PROGRAM | \$0.00 |
| 4. CITY OF BALTIMORE, DEPARTMENT OF HUMAN RESOURCES/ADMINISTRATIVE OFFICE | \$0.00 |
| 5. CITY OF BALTIMORE, DEPARTMENT OF HUMAN RESOURCES/EMPLOYEE ASSISTANCE PROGRAM | \$0.00 |
| 6. CITY OF BALTIMORE, DEPARTMENT OF HUMAN RESOURCES/RECRUITMENT DIVISION | \$0.00 |

The above-listed organizations will serve as host agencies for the Senior Community Service Employment Program. This program provides part-time work experience or volunteer service opportunities for persons, aged 55 years or older, with no upper age limitation. The placement of Senior Citizen Aides in non-profit or governmental agencies will allow those agencies to provide services that would otherwise not be available because of the lack of funds. The period of the agreement is July 1, 2011 through June 30, 2012.

MINUTESHealth Dept. - cont'dSENIOR COMPANION PROGRAM

7. **DEPARTMENT OF RECREATION AND PARKS/
SENIOR CENTER DIVISION** **\$0.00**

The period of the agreement is May 1, 2011 through June 31, 2012.

8. **DAVID B. WRIGHT MEMORIAL
FOUNDATION, INC.** **\$0.00**

The period of the agreement is June 1, 2011 through March 31, 2012.

The above-listed organizations will serve as a Volunteer Station for the Senior Companion Program. Through a grant from the Corporation for National and Community Services, the Department sponsors the Senior Companion Program. The grant pays for 100% of the cost of Senior Companions to volunteer to assist special needs clients who want to remain in their homes. While the senior companions are on duty, the grant provides for their life insurance, transportation and other benefits.

The agreements are late because they were just returned from the organizations.

APPROVED FOR FUNDS BY FINANCE

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

MINUTESHealth Department - Agreements and Grant Award

The Board is requested to approve and authorize execution of the various agreements and grant award. The period of the agreement is July 1, 2011 through June 30, 2012, unless otherwise indicated.

1. **UNIVERSITY OF MARYLAND, BALTIMORE** **\$ 83,760.00**
**OFFICE OF PUBLIC HEALTH PREPAREDNESS
AND RESPONSE (OPHPR)**

Account: 4000-423112-3150-307900-603051

The organization will provide a Training Coordinator for the OPHPR. The goal of the emergency preparedness training for the Department staff is to develop knowledge, skills, and abilities required in emergency situations. Exercises are conducted to evaluate plans and procedures used during actual emergencies and to identify the need for modification and/or additional training.

MWBOO GRANTED A WAIVER

2. **FAMILY AND CHILDREN'S SERVICES** **\$187,459.00**
**OF CENTRAL MARYLAND, INC. (HENRY
WATSON CHILDREN'S AID SOCIETY)**

Account: 5000-535412-3254-316200-603051

The organization will provide case management services to a maximum of 200 client's residing in the City.

The agreement is late because it was just finalized.

MWBOO GRANTED A WAIVER

MINUTESHealth Department - cont'd

3. **SOCIAL SOLUTIONS GLOBAL, INC.** **\$ 23,310.00**

Account: 4000-427711-3023-274405-603051

The organization will provide services to cover hosting, security, back-up, upgrades, maintenance and user support to the proprietary Efforts to Outcome software used by the Department's Ryan White Program. The software meets the programmatic requirements of the grantor by providing a web-based performance management system that is accessible for data entry and retrievable for reporting purposes.

The agreement is late because it was just finalized.

4. **ASSOCIATED BLACK CHARITIES, INC.** **\$6,036,465.00**

Account: 4000-427711-3023-273302-603051 \$ 138,769.00
 4000-427711-3023-273303-603051 \$5,897,696.00

The organization will serve as the Ryan White Part A - Administrative Fiscal Agent. The organization will provide day-to-day fiscal administration, contracting, and monitoring of provider expenditures to ensure reasonableness of reimbursements requested and the compliance to contractual fiscal requirements. The period of the agreement is March 1, 2011 through June 30, 2011.

The agreement was late because of the delay in receiving an acceptable scope, budget and related documents.

MWBOO GRANTED A WAIVER

MINUTESHealth Department - cont'd5. **JAMES MORLICK** **\$ 31,900.00**

Account: 1001-000000-3252-316200-603018 (\$58.00/hr.
x 550 Hours)

The consultant will assist the Department, CARE Services management and staff with all aspects of the Advanced Information Manager (AIM) Web Hosted Database Support for client services. In addition the consultant will assist with the collection of data and report preparation for the Federal Fiscal Year-End National Aging Program Information System report. The consultant will assist with migrating all existing client services data to the AIM database, provide support and training in transitioning data, meet the CARE Services management and staff to determine and implement any changes and /or new requirements as well as assist with migrating senior centers and sub-contracted services providers to the AIM system.

MWBOO GRANTED A WAIVER6. **UNIVERSITY OF MARYLAND MEDICAL CENTER** **\$ 14,892.00**
HARAMBEE TREATMENT CENTER

Account: 4000-432511-3100-295915-603051

The University of Maryland Medical Center - Harambee Treatment Center will provide one full-time Substance Abuse Counselor and one part-time Substance Abuse Counselor Supervisor for the Northwestern High School-Based Health Center. The Substance Abuse Counselor will work 4 hours per week for the summer session and 40 hours a week for the school session during the contract period. The part-time Substance Abuse Counselor Supervisor will provide on-site supervision for the summer session and school session during the contract period. The period of the agreement was March 1, 2011 through June 30, 2011.

The agreement is late because budget revisions delayed processing.

AUDITS REVIEWED EXCEPT FOR ITEM NO. 4 AND HAD NO OBJECTION.

MINUTES

Health Department - Expense Report

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense report for Ms. Tiffany Sanders for the month of March 2011.

AMOUNT OF MONEY AND SOURCE:

\$ 61.20 - 1001-000000-3150-307700-604002

BACKGROUND/EXPLANATION:

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

The request is late because Ms. Sanders does not have an e-mail address and has limited access to a computer.

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

UPON MOTION duly made and seconded, the Board approved the expense report for Ms. Tiffany Sanders for the month of March 2011.

MINUTES

Mayor's Commission on Disabilities - Governmental/Charitable Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to endorse a governmental/charitable solicitation application that has been approved by the Board of Ethics of Baltimore City for donations for the Mayor's Commission on Disabilities annual meeting at which the Commission's accomplishments will be presented and issues and goals will be discussed. The period of the campaign will be effective upon Board approval through July 28, 2011.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

BACKGROUND/EXPLANATION:

The Board of Ethics of Baltimore City approved the application on June 10, 2011. The Commission will be soliciting hospitals and corporations for donations to help pay for catering services.

Baltimore City Code Article 8, Section 6-26, prohibits solicitation or facilitating the solicitation of a gift. An exception was enacted in 2005 to permit certain solicitations that are for the benefit of an official governmental program or activity, or a City-endorsed charitable function or activity that has been pre-approved by the Ethics Board. Ethics Regulation 96.26B sets out the standards for approval, which includes the requirement that the program, function, or activity to be benefited and the proposed solicitation campaign must be endorsed by the Board of Estimates or its designees.

(FILE NO. 57133)

UPON MOTION duly made and seconded, the Board endorsed the governmental/charitable solicitation application for the Mayor's Commission on Disabilities. The Mayor **ABSTAINED**.

MINUTES

Fire Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Cygnus Expositions. The period of the agreement is July 15, 2011 through July 21, 2011.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The agreement provides indemnification to the City and the Department during site preparations, training sessions and the clean-up periods in conjunction with Cygnus Expositions' training activities during this year's Firehouse Expo.

Firehouse Magazine and Cygnus Expositions will bring their 28th annual Firehouse Exposition to the City, with the exception of several years, every Firehouse Expo has been held in Baltimore City. As reported by the Baltimore Area Convention and Visitors Association, this expo accounts for approximately \$15,100,000.00 in direct spending with more than 16,000 attendees. It is the third largest show of this demographic in the country. In recent years, in an effort to bolster training opportunities for attendees, the managers of the Firehouse Expo have forged working relationships with surrounding fire departments to explore mutually beneficial opportunities that would include training for the local departments. This agreement would allow Firehouse Expo to conduct training sessions on City property using nationally recognized experts as instructors. Members of the Baltimore City Fire Department and our local mutual aid fire departments could participate in this training at no cost.

MINUTES

Fire Department - cont'd

The agreement provides indemnification to the City of Baltimore, lays out specific requirements for site safety, site preservation and stipulates other requirements conducive to good practices and learning.

FINANCE NOTED THIS AGREEMENT

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Cygnus Expositions.

MINUTES

Fire Department - Donation

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance and delivery of a piece of the 9/11 World Trade Center steel on July 23, 2011.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Fire Department of New York Fire Family Transport Foundation has ownership of a piece of World Trade Center steel that they want to give to the City. The steel will be delivered to the City on July 23, 2011 during the annual Iron and Steel Run. On July 23, 2011, there is a planned ceremony at the Fire Academy for the dedication of the steel.

FINANCE NOTED THIS GIFT

UPON MOTION duly made and seconded, the Board approved acceptance of the delivery of a piece of the 9/11 World Trade Center steel.

MINUTES

Fire Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve the expenditure of funds to pay the International Association of Fire Chiefs (IAFC) for attendance at the Hazmat Conference on May 19 - 21, 2011.

AMOUNT OF MONEY AND SOURCE:

\$6,320.00 - 4000-459911-2121-604900-603020, HMEP
1,580.00 - 1001-000000-2121-226400-603020, Match
\$7,900.00

BACKGROUND/EXPLANATION:

A total of 79 members attended the Hazmat conference at the Baltimore Marriott Waterfront hosted by the IAFC. The fee for the conference was \$100.00 per member per day. The overtime backfill will be paid out of the FY'09 State Security Program grant.

Due to staffing issues, this could not be procured in a timely manner.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay the International Association of Fire Chiefs for attendance at the Hazmat Conference on May 19 - 21, 2011.

MINUTES

Mayor's Office - Memorandum of Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a memorandum of agreement with the Corporation for National and Community Service (CNCS). The period of the grant is April 10, 2011 through April 21, 2012.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 1001-000000-1250-152800-601002

BACKGROUND/EXPLANATION:

The Mayor's Office, Chief Service Officer, has obtained from the Corporation for National and Community Service four summer and eleven 1-year AmeriCorps VISTA members who are and will be serving full-time, in City government agencies and partner organizations, to implement the Mayor's stepUP!Baltimore initiatives. stepUP!Baltimore is the City's plan to harness volunteers to make an impact on Baltimore's most pressing challenges. The memorandum is for this program. In addition to 15 AmeriCorps VISTA members, CNCS has also awarded a \$10,000.00 grant, which will help to cover the transportation and supervision costs associated with the VISTA project.

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 a memorandum of agreement with the Corporation for National and Community Service. The Mayor

ABSTAINED.

MINUTES

Mayor's Office - Employee Expense Report

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense report for Ms. Janelle Mummey for the months of January and February 2011.

AMOUNT OF MONEY AND SOURCE:

\$200.11 - 1001-000000-1270-154100-603002

BACKGROUND/EXPLANATION:

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

The request is late because Ms. Mummey submitted her request for reimbursement when she returned from the 2011 General Assembly in March.

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

UPON MOTION duly made and seconded, the Board approved the expense report for Ms. Janelle Mummey for the months of January and February 2011. The Mayor **ABSTAINED**.

MINUTESDepartment of Recreation and Parks - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is effective upon Board approval through August 5, 2011, unless otherwise indicated.

1. **BALTIMORE CLAYWORKS** **\$ 8,000.00**

Account: G294-500-046-00-326

Baltimore Clayworks will provide clay art-making workshops to summer camp participants at ten recreation centers over a six-week period. Students will gain a basic history and understanding of clay medium. The projects will incorporate hand-building techniques and will include but are not limited to figures, flowerpots, tile mosaics, animals and puzzles.

2. **LITTLE BUILDERS** **\$15,000.00**

Account: G294-500-046-00-326

Little Builders will provide hands-on woodworking and tool usage workshops to summer camp participants at ten recreation centers over a six-week period. The participants will develop skills such as eye-hand coordination, creativity and self-esteem, thinking and problem solving. The program is designed to enhance math skills through measuring wood pieces and adding and subtracting to fit the pieces together for a final building project.

3. **MAD SCIENCE** **\$16,416.00**

Account: G294-500-046-00326

Mad Science will provide science-themed workshops to summer camp participants at 20 recreation centers over a six-week period. The program will offer workshops on magnets, measuring, sound, cells, ecosystem exploration and photosynthesis.

MINUTES

Dept. of Rec. & Parks - cont'd

4. **BALTIMORE DANCE CENTER, INC.** **\$10,260.00**

Account: G294-500-046-00-326

The Baltimore Dance Center, Inc. will provide dance workshops to summer camp participants at 17 recreation centers over a six-week period. The program will include introduction to ballet, hip hop and relaxation/meditation techniques.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

ABSTAINED on item no. 1.

MINUTESDepartment of Recreation and Parks - Right of Entry Agreements

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

1. **THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS (BCBSC)** **\$ 0.00**

The BCBSC has obtained funding to renovate the Utz Twardowicz field and stadium within Patterson Park. The proposed improvements will consist of a multi-purpose building with classrooms and a learning pavilion, and the installation of a multi-use soccer, baseball, football and lacrosse artificial turf field. This agreement will allow the on-call contractor Whiting-Turner, Inc. to perform the improvements. The period of the agreement is effective upon Board approval for two years.

2. **UNDER ARMOUR, INC.** **\$ 0.00**

Under Armour, Inc. has agreed to renovate the existing basketball court in Federal Hill Park at no cost to the City. This agreement will allow Under Armour, Inc. and Chesapeake Court Builders, Inc. to perform the improvements to the Park, to include, but not limited to replacement of the chain link fence and installation of the Sport Court surfacing system which will include the Under Armour, Inc. logo. The Department will remove the existing goals and concrete footers and install the new basketball goals. The Department requests that the Board waive any minor privilege fee that may be required for this installation.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned right-of-entry agreements. The President **ABSTAINED** on item no. 1.

MINUTES

Department of Transportation - Traffic Mitigation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a traffic mitigation agreement with Potomac Holdings, LLC. The period of the agreement is effective upon Board approval and termination will be deemed in writing by the Department of Transportation.

AMOUNT OF MONEY AND SOURCE:

\$14,570.00 - 6000-617411-2303-248700-406001

BACKGROUND/EXPLANATION:

Potomac Holdings, LLC proposes to perform the scope of work for The Varsity located at 36 West Biddle Street to include new construction of 114 residential units for a project totaling 124,628 square feet.

Under the terms of this agreement, Potomac Holdings, LLC will make a one-time contribution in the amount of \$14,570.00 to fund multimodal transportation improvements in the project vicinity.

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 57239)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the traffic mitigation agreement with Potomac Holdings, LLC.

MINUTES

Department of Transportation - On-Call Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an on-call consultant agreement with the Rummel, Klepper & Kahl, LLP (RK&K), for Project 1142, Traffic Signals and ITS and Traffic Engineering. The period of the agreement is effective upon Board approval for three years or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - to be determined with each individual project (upset limit)

BACKGROUND/EXPLANATION:

The Department of Transportation has negotiated and procured the consulting agreement approved by the Office of Boards and Commissions and Architectural and Engineering Awards Commission and now desire to utilize the services of the RK&K. The cost of services rendered will be on actual payroll rates not including overhead and burden times a set multiplier. The payroll rates and multiplier have been reviewed by the Department of Audits. The consultant will assist with field survey and design for traffic signals, detectors, closed circuit television traffic monitoring, variable message signs, field condition inspection, and associated work.

DBE PARTICIPATION:

The Consultant will comply with Title 49 Code of the Federal Regulations part 26(49CFR26) and the 23% DBE goal established in the agreement, as follows:

MINUTES

Dept. of Transportation - cont'd

Daniel Consultants, Inc.	\$100,000.00	10.00%
Phoenix Engineering, Inc.	30,000.00	3.00%
Williams Associates-Engineers, P.A.	70,000.00	7.00%
J.A. Rice, Inc.	<u>30,000.00</u>	<u>3.00%</u>
	\$230,000.00	23.00%

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of an on-call consultant agreement with Rummel, Klepper & Kahl LLP for Project 1142, Traffic Signals and ITS and Traffic Engineering.

MINUTES

Department of Transportation - Grant Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Unified Planning Work Program grant award agreement with the Baltimore Metropolitan Council (BMC). The agreement is for the period July 1, 2011 through June 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$694,980.00 - 6000-617212-2300-251600-600000

BACKGROUND/EXPLANATION:

The grant funding was provided by the Maryland Department of Transportation to the BMC. The grant will provide financial support for the continuing transportation planning process and other special duties related to transportation in the Baltimore Metropolitan region. The Department of Transportation will complete work under this grant and will serve as the lead agency for the City of Baltimore.

The grant funds will also allow the City to complete population and development projections and transportation planning work to ensure that the region's transportation plans will meet federal air quality standards. The Department will provide in-kind services to match the grant.

APPROVED FOR FUNDS BY FINANCE

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

(FILE NO. 57240)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Unified Planning Work Program grant award agreement with the Baltimore Metropolitan Council.

MINUTES

Department of Transportation - Amendment No. 1 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 1 to agreement with T.Y. Lin International, for Project No. 1040, Reconstruction of the Annapolis Road Bridge over the Baltimore Washington Parkway. The amendment will extend the agreement through June 2014.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On June 18, 2008, the Board approved the original agreement in the amount of \$999,821.38, to provide engineering design services for a three year period.

On July 29, 2009, the Board approved Change Order No. 1 in the amount of \$342,540.53 to increase the design of the rehabilitation of Russell Street Bridge over CSXT (BC 103) and Monroe Street Ramp Bridge over CXT (BC5221) into the original scope of the project.

This amendment no. 1 to agreement is needed to permit the completion and reconstruction of the Annapolis Road Bridge over the Baltimore Washington Parkway.

MBE/WBE PARTICIPATION:

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

MINUTES

Department of Transportation - cont'd

AUDITS NOTED THE NO-COST TIME EXTENSION.

(FILE NO. 56136)

UPON MOTION duly made and seconded, the Board approved and authorized execution of an amendment no. 1 to agreement with T.Y. Lin International, for Project No. 1040, Reconstruction of the Annapolis Road Bridge over the Baltimore Washington Parkway.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

2240 - 2246

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES**TRANSFER OF FUNDS**

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>			
1.	204,697.24	9950-902804-9514	
	State Constr. Loan	JOC 1, TR 05010	
	41,910.39	9950-901805-9514	
	State Constr. Loan	JOC B, TR 05013	
	88,354.03	9950-901806-9514	
	State Constr. Loan	JOC C, TR 05014	
	139,534.64	9950-903807-9514	
	State Constr. Loan	JOC A, TR 05012	
	872,725.78	9950-905808-9514	
	State Constr. Loan	JOC 2, TR 05011	
	103,951.35	9950-902809-9514	
	State Constr. Loan	JOC D, TR 05015	
	105,008.11	9950-902810-9514	
	State Constr. Loan	JOC E, TR 05016	
	156,211.23	9950-901811-9514	
	State Constr. Loan	JOC F, TR 05017	
	80,716.03	9950-902812-9514	
	State Constr. Loan	JOC G, TR 05018	
	14,325.98	9950-901813-9514	
	State Constr. Loan	JOC H, TR 05019	
	548,471.63	9950-901814-9514	
	State Constr. Loan	JOC I, TR 05020	
	140,810.13	9950-905815-9514	
	State Constr. Loan	JOC J, TR 05021	

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>		
86,280.12	9950-904736-9514	
State Constr. Loan	Cold Spring Lane	
366,199.42	9950-944002-9507	
State Constr. Loan	Constr. Reserve	
140,218.24	9950-903609-9514	
State Constr. Loan	Monument Street	
88,567.00	9950-902462-9508	
State Constr. Loan	Edmondson Ave.	
63,623.01	9950-903460-9508	
State Constr. Loan	York Rd.	
552,477.44	9950-901803-9514	
<u>State Constr. Loan</u>	Bond Reserve	
\$3,794,081.77		
\$ 757,796.04	-----	9950-901213-9514
		Local Resurf. NE
722,610.92	-----	9950-904214-9514
		Local Resurf. NW
1,253,366.77	-----	9950-905215-9514
		Local Resurf. SW
1,001,793.32	-----	9950-904216-9514
		Local Resurf. SE
58,514.72	-----	9950-904750-9508
\$3,794,081.77		Wabash Ave.

This transfer will provide funds to move the State Construction Loan Fund to the projects to swap with Motor Vehicle Revenue Fund

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>		
2. \$ 757,796.05	9950-901213-9514	
MVR	Local Resurf NE	
722,610.92	9950-901214-9514	
MVR	Local Resurf. NW	
1,253,366.77	9950-905215-9514	
MVR	Local Resurf. SW	
1,001,793.32	9950-904216-9514	
MVR	Local Resurf. SE	
14,972.81	9950-901805-9514	
MVR	JOC B, TR 05013	
26,187.39	9950-904736-9514	
MVR	Cold Spring Lane,	
	TR 02370	
102,630.89	9950-904750-9514	
MVR	Wabash Ave.,	
\$3,879,358.15	TR 05025	
\$ 170,900.35	-----	9950-902804-9514
		JOC 1, TR 05010
69,630.82	-----	9950-901806-9514
		JOC C, TR 05014
51,879.97	-----	9950-903807-9514
		JOC A, TR 05012
217,264.32	-----	9950-905808-9514
		JOC 2, TR 05011

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>		
2,949.53	-----	9950-902809-9514 JOC D, TR 05015
76,902.82	-----	9950-902810-9514 JOC E, TR 05016
37,943.10	-----	9950-901811-9514 JOC F, TR 05017
48,043.87	-----	9950-902812-9514 JOC G, TR 05018
19,710.13	-----	9950-901813-9514 JOC H, TR 05019
512,043.35	-----	9950-901814-9514 JOC I, TR 05020
41,984.20	-----	9950-905815-9514 JOC J, TR 05021
23,197.69	-----	9950-903609-9514 Monument St., TR 02016
25,322.04	-----	9950-903460-9514 York Rd.
1,057.35	-----	9950-902462-9508 Edmondson Ave.

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>		
649,145.61	-----	9950-905841-9514 Fed. Resurf. NE
648,942.65	-----	9950-902842-9514 Fed. Resurf. NW
668,474.27	-----	9950-901843-9514 Fed. Resurf. SW
<u>613,966.08</u>	-----	9950-903844-9514
<u>\$3,879,358.15</u>		Fed. Resurf. SE

This transfer will provide funds to move the Motor Vehicle Revenue Funds from the accounts which are funded by the State Construction Loan to swap the funding.

Department of Housing & Community Development

3. \$3,000,000.00 State	9910-905925-9587 Park Heights Redevelopment Reserve	
\$1,500,000.00	-----	9910-903180-9588 Park Heights Acquisition - State
<u>1,500,000.00</u>	-----	9910-903181-9588
<u>\$3,000,000.00</u>		Park Heights Demolition - State

This transfer will provide funding for the Park Heights Master Plan to acquire and demolish properties that are located in the Master Redevelopment Area.

(FILE NO. 57083)

MINUTES**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Enoch Pratt Free Library</u>		
4. \$1,275,000.00	9936-908200-9458	9936-905058-9457
6 th Library Loan	Facilities	Canton Library
	Modernization	
1,575,000.00	9936-908200-9458	9936-905058-9457
7 th Library Loan	Facilities	Canton Library
\$2,850,000.00	Modernization	

The Canton Library, one of the original branch libraries constructed with Enoch Pratt's gift to the City, is in need of disability access, building code, and other improvements. The design which has been completed and approved by the Historic Trust is now ready to go out for bid. Approval of this request will allow for the awarding of a contract for construction which is expected to commence this fall.

Department of Recreation and Parks
Correction to Transfer of Funds Approved on June 29, 2011

On June 29, 2011, the Board approved a transfer of funds in the amount of \$103,468.81 for costs associated with design services under on-call contract no. 1064, task #38 to Greenman-Pederson, Inc. The "from" accounts were incorrect. The Board is requested to approve the correction. The Clerk to the Board apologizes for the error.

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>"APPROVED"</u> <u>FROM ACCOUNT/S</u>	<u>"CORRECT"</u> <u>FROM ACCOUNT/S</u>
5. \$ 45,468.81	9938-901653-9475	9938-913001-9475
MVR	Reserve Unallotted	Reserve Unallotted
58,000.00	9938-907740-9474	9938-901653-9475
MVR	Reserve	Reserve
	Jones Falls Greenway	Jones Falls Greenway
		<u>TO ACCOUNT</u>
<u>\$103,468.81</u>	-----	9938-907740-9474
		Active
		Jones Falls Greenway
		Phase V

MINUTES

Department of Public Works/ - Developer's Agreement No. 1230
Bureau of General Services

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1230 with Pierce's Park Management, Inc., developer.

AMOUNT OF MONEY AND SOURCE:

\$33,143.00

BACKGROUND/EXPLANATION:

The developer would like to install new sidewalk, curb and gutter and streetlights to its proposed construction located in the vicinity of 700 block of Eastern Avenue. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A Subdivision/Site Improvement Bond in the amount of \$33,143.00 has been issued to Pierce's Park Management, Inc. which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Developer's Agreement No. 1230 with Pierce's Park Management.

MINUTESDepartment of General Services - Minor Privilege Permit Applications

The Board is requested to approve the following applications for a Minor Privilege Permit. The applications are in order as 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. 200 E. Preston Street	200 E. Preston Street, LLC	Outdoor seating 35' x 4'
Annual Charge: \$1,177.50		
2. 336 N. Charles Street	Kemp Byrnes	Outdoor seating 16' x 4'
Annual Charge: \$ 337.50		
3. 113 W. North Avenue	Maryland Institute College of Art	One planter 460 sq. ft.
Annual Charge: \$3,220.00		
4. 2200 E. Jefferson Street	Jerra Lyles	Egress stairway 23'10" x 4'
Annual Charge: \$ 234.40		
5. 127 W. 27 th Street	Yim, LLC	One slat sign 3' x 6"
Annual Charge: \$35.20		
6. 1746 Ashland Avenue	East Baltimore Development, Inc.	One glass canopy 24'1" x 3'2 1/2"
Annual Charge: \$176.40		
7. 3203 Greenmount Avenue	Max Properties, Inc.	Retain one awning with signage 35'9" x 4'
Annual Charge: \$370.60		

MINUTES

Department of General Services - cont'd

- | | | | |
|-----|-----------------------------------|--|--|
| 8. | 401 W. Baltimore
Street | 401 W. Baltimore
Street, LLC | One single face
electric sign
13' x 3', one
double face
electric sign
8' x 4' |
| | Annual Charge: \$505.20 | | |
| 9. | 101 E. 25 th
Street | Terrence J.
Dickson | Outdoor seating
20' x 4' |
| | Annual Charge: \$337.50 | | |
| 10. | 3801 5 th Street | First Baptist
Church of
Brooklyn | Handicap Ramp
30' x 4' |
| | Annual Charge: \$ 70.30 | | |
| 11. | 132 - 144 N.
Duncan Street | Chester Street
Assoc., LLC | Seven sets of
steps 5' x 2'8" |
| | 121 - 133 N.
Chester Street | Chester Street
Assoc., LLC | Seven sets of
steps 5' x 2'8" |
| | Flat Charge: \$ 492.80 | | |

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

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

MINUTESDepartment of General Services - Right-of-Entry Agreements

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

1. **2817 OVERLAND AVENUE** **\$ 0.00**

The Department of Public Works, Bureau of Water and Wastewater is proposing to perform maintenance to an existing sanitary sewer pipe located along the side and rear of 2817 Overland Avenue. Mr. and Mrs. Joseph A. Magri the owners of 2817 Overland Avenue have donated the use of their property.

2. **FRANKFORD ESTATES HOMEOWNERS ASSOCIATION, INC.** **\$ 0.00**

The Department of Public Works, Bureau of Water and Wastewater, Surface Water Management Division is proposing a project to rehabilitate the Moores Run Stream also known as ER-4004R. This project in addition to stream restoration will install new landscaping to and existing storm water management structure located on the property known as 4512 Moravia Run Way and owned by Frankford Estates Homeowners Association, Inc. The Frankford Estates Homeowners Association, Inc. have donated the use of their property.

(FILE NO. 54896)

3. **PUTNAM CROSSING, LLC** **\$ 0.00**

The Department of General Services is proposing to enter on to the properties identified as 2100 Washington Boulevard for the purpose of performing construction work associated with Contract No. TR-03313, the Widening of Washington Boulevard from Monroe Street to the ramp to Interstate 95. This property is necessary for construction access and will eventually be transferred to the City. Putnam Crossing, LLC the owner of 2100 Washington Boulevard have donated the use of their property.

MINUTES

DGS - cont'd

4. **WASHINGTON MONROE, LLC** **\$ 0.00**

The Department of General Services is proposing to enter on to the properties identified as 1800-1900 Washington Boulevard for the purpose of performing the construction work associated with Contract No. TR-03313, the Widening of Washington Boulevard from Monroe Street to the ramp to Interstate 95. This property is necessary for construction access and will eventually be transferred to the City. Washington Monroe, LLC the owner of 1800-1900 Washington Boulevard have donated the use of their property.

5. **THE MARYLAND PORT ADMINISTRATION** **\$ 0.00**

The Department of Transportation is proposing a project to replace the Fort Avenue Bridge over CSXT. In the design of this project a Baltimore City Fire Department Station will need to be relocated for the length of the project. The Maryland Port Administration is allowing the Fire Station to be relocated on to their land at the Locust Point Terminal. The agreement is effective upon Board approval.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned right-of-entry agreements. The President **ABSTAINED** on items nos. 1 and 2.

MINUTES

Department of General Services - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant agreement with the Patterson Park Neighborhood Association, Inc. The period of the agreement is effective upon Board approval for five years.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

In an effort to acknowledge the cultural significance of the Patterson Park neighborhood, The Patterson Park Neighborhood Association, Inc. has requested to place signs along streets in the vicinity of the north side of Patterson Park. The Patterson Park Neighborhood Association, Inc. will pay for the signs and will be responsible for the maintenance of the signs.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the grant agreement with the Patterson Park Neighborhood Association, Inc.

MINUTES

Department of General Services - Memorandum of Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a memorandum of agreement with the Maryland Transportation Authority (MdTA). This memorandum of agreement is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Department of Transportation in connection with the Grand Prix Race has identified portion of the I-395 roadway which will need to be closed to local traffic leading up the race itself. These portions of I-395 are under the jurisdiction of the Maryland Transportation Authority.

This agreement will allow the City to close these portions of I-395 in accordance with MdTA guidelines in order for the Grand Prix to proceed.

(FILE NO. 57125)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the memorandum of agreement with the Maryland Transportation Authority.

MINUTES

Department of General Services - Sub-grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the sub-grant agreement with the Baltimore Children's Museum Inc. d/b/a Port Discovery Children's Museum. The period of the agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE:

\$ 50,000.00 - 9916-913900-9197-910013-703032
1,200,000.00 - Baltimore Children's Museum bonds
\$1,250,000.00

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

The funds will be used to implement energy efficiency upgrades to the HVAC system at 35 Market Place.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

(FILE NO. 55403)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the sub-grant agreement with the Children's Museum Inc. d/b/a Port Discovery Children's Museum.

The Mayor **ABSTAINED.**

MINUTESDepartment of General Services (DGS) - Agreements

The Board is requested to approve and authorize execution of the 'Piggy-Back' Indefinite Quantity Contract (IQC) for General Construction Work and Related Services with various contractors. The period of the agreement is effective upon Board approval for two years.

<u>CONTRACTORS</u>	<u>AMOUNT</u>
1. RUFF ROOFERS, INC.	\$750,000.00 Not to Exceed

MWBOO SET MBE GOALS AT 10% AND WBE AT 5%.

<u>MBE:</u> G.E. Frisco Company Inc.	\$ 18,750.00	2.50%
GML LLC d/b/a Belfield Enterprises	<u>56,520.00</u>	<u>7.50%</u>
	\$ 75,270.00	10.00%

WBE: Annapolis Contracting, Inc. *See note below

*On Part C: Statement of Intent form, some of the materials/supplies listed to be furnished by the WBE are not required under this contract.

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The Department is recommending award SUBJECT to the vendor coming into compliance within ten days after award.

2. VATICA CONTRACTING, INC.	\$750,000.00 Not to Exceed
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MWBOO SET MBE GOALS AT 10% AND WBE AT 5%

<u>MBE:</u> G.E. Frisco Company Inc.	\$ 18,750.00	2.50%
L&J Waste Recycling, Inc.	<u>56,250.00</u>	<u>7.50% *</u>
	\$ 75,000.00	10.00%
<u>WBE:</u> Abby Enterprises, LLC	\$ 9,325.00	1.25% *
A2Z Environmental Group, LLC	<u>28,125.00</u>	<u>3.75% *</u>
	\$ 37,450.00	5.00%

*On Part C: Statement of Intent form, changes have been made but are not initialed by both the Prime and MBE/WBE firms, as required.

MINUTES

DGS - cont'd

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The Department is recommending award SUBJECT to the vendor coming into compliance within ten days after award.

3. **PHOENIX CONTRACTING SERVICES, INC.** **\$750,000.00**
Not to Exceed

MWBOO SET MBE GOALS AT 10% AND WBE AT 5%

<u>MBE:</u> L&J Waste Recycling, LLC	\$ 60,000.00	8.00%
G.E. Frisco Company Inc. Inc.	<u>15,000.00</u>	<u>2.00%</u>
	\$ 75,000.00	10.00%
<u>WBE:</u> Acorn Supply & Distributing Inc.	\$ 7,500.00	1.00%
Bay Associates	<u>30,000.00</u>	<u>4.00%</u>
Environmental, Inc. LLC	\$ 37,500.00	5.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

4. **J & K CONTRACTING, INC.** **\$750,000.00**
Not to Exceed

MWBOO SET MBE GOALS AT 10% AND WBE AT 5%

<u>MBE:</u> Maryland Rolloff, LLC Recycle	\$ 75,000.00	10.00% ¹
<u>WBE:</u> Bay Assoc. Environmental, Inc. LLC		See note below ²

¹ Maryland Rolloff, LLC Recycle is not in good standing with the Maryland Department of Assessment and Taxation. The contractor will be allowed to substitute an approved MBE if Maryland Rolloff LLC Recycle is not in good standing at the time of contract award.

² On Part C: Statement of Intent form, some of the work/service to be performed by the MBE is not required under this contract.

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The Department is recommending award SUBJECT to the vendor coming into compliance within ten days after award.

MINUTES

DGS - cont'd

5. **CITIROOF CORPORATION, INC.** **\$750,000.00**
Not to Exceed

MWBOO SET MBE GOALS AT 10% AND WBE AT 5%

<u>MBE</u> : Couser Supply		See note below ¹
Rich Roofing, LLC	\$ 18,750.00	2.50% ²
<u>WBE</u> : Boyd Contracting, Inc.	\$28,125.00	3.75%
Abby Enterprises, LLC	9,375.00	1.25%
	\$37,500.00	5.00%

¹ On Part C: Statement of Intent form, some of the work/service to be performed by the MBE is not required under this contract.

² Not more than 25% of each MBE or WBE goal may be attained by expenditures to MBE/WBE suppliers who are not manufacturers: therefore, the maximum value allowed has been applied.

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The Department is recommending award SUBJECT to the vendor coming into compliance within ten days after award.

6. **SIMPSON OF MARYLAND, INC.** **\$750,000.00**
Not to Exceed

MWBOO SET MBE GOALS AT 10% AND WBE AT 5%

<u>MBE</u> : G.E. Frisco Company, Inc.	\$ 18,750.00	2.50%
L&J Waste Recycling, LLC.	56,250.00	7.50%
	\$ 75,000.00	10.00%
<u>WBE</u> : Acorn Supply & Distributing Inc.	\$ 9,375.00	1.25%
Colt Insulation, Inc.		*See note below

* On Part C: Statement of Intent form, some of the work/service to be performed by the MBE is not required under this contract.

MINUTES

DGS - cont'd

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The Department is recommending award SUBJECT to the vendor coming into compliance within ten days after award.

- 7. **COLE ROOFING COMPANY, INC.** **\$750,000.00**
Not to Exceed

MWBOO SET MBE GOALS AT 10% AND WBE AT 5%.

<u>MBE</u>:	Ironshore Contracting, LLC	\$ 56,250.00	7.50%
	G.E. Frisco Company, Inc.		See note below ¹

<u>WBE</u>:	Warwick Supply & Equipment Co., Inc.		See note below ²
	Abby Enterprises, LLC	\$ 9,375.00	1.25%

¹ On Part C: Statement of Intent form, some of the materials/supplies to be furnished by the MBE are not required under this contract.

² On Part C: Statement of Intent form, some of the materials/supplies to be furnished by the WBE are not required under this contract.

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

The Department is recommending award SUBJECT to the vendor coming into compliance within ten days after award.

BACKGROUND/EXPLANATION:

On June 23, 2010, the Board approved the request of the DGS to utilize the State of Maryland Contract DGS 10-315-IQC, until the Department can develop its own City contracts for such work.

The State of Maryland awarded this contract to different contractors, in order to establish multiple on-call contractors from which to select to perform various urgent need projects, as required.

MINUTES

DGS - cont'd

The above-listed contractors are pre-qualified with Baltimore City. The contractors have committed to meet the aggregate contract MBE/WBE goals using City certified minority firms. The contractors will adhere to City minimum hourly wage rates, adhere to the City of Baltimore Specifications, 2006, and provide the necessary insurance and bonds for all assigned work.

The agreements will allow the DGS to perform work that is urgent in nature under City Contract No. PB 10867, Roofing Repairs and Replacement using the State of Maryland Indefinite Quality Contract DGS 10-315-IQC, Roofing Repairs and Replacement.

The City makes no express guarantee of any work to be issued under this piggy-back contract, which is being established to provide a method for the DGS to complete work deemed urgent in nature, until the City's own urgent need contract process is established. Funds will be identified as urgent needs arise.

By copy of this letter the Department notifies the Director of Finance as required by the City Charter.

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.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the 'Piggy-Back' Indefinite Quantity Contract for General Construction Work and Related Services with the aforementioned contractors. The Comptroller **ABSTAINED** on item nos. 2, 3 and 6.

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 - Condemnation</u>			
1. Zoro Enterprises, Inc.	2020 Greenmount Avenue	F/S	\$39,400.00

Funds are available in UDAG Funds, Account No. 9912-910713-9591-900000-704040, Barclay Project.

(FILE NO. 57066)DHCD - Rescission and Approval of Option

2. E. Melvin Distiller, deceased and William Heller, Executor of the Estate of Florence Distiller	1926 N. Castle St.	G/R \$36.00	\$ 240.00
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On February 09, 2011, the Board approved acquisition of the ground rent interest in 1926 N. Castle Street by condemnation. Since that Board approval, the owner has agreed to the offer price and would like to proceed with a voluntary settlement. Therefore, the Board is requested to rescind its prior approval and approve the purchase of the property interest by option agreement.

Funds are available in City Bond Funds, Account No. 9910-908087-9588-900000-704040, Columbus School Project.

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

(FILE NO. 57222)

UPON MOTION duly made and seconded, the Board approved and authorized the condemnation, and rescission and approval of an option.

MINUTES**PROPOSALS AND SPECIFICATIONS**

1. Dept. of Public Works/Dept. - RP 10812, Union Square
of Recreation & Parks Park Renovation
BIDS TO BE RECV'D: 08/10/2011
BIDS TO BE OPENED: 08/10/2011

2. Dept. of Public Works/Dept. - RP 11833, Latrobe Park -
of Recreation & Parks Athletic Court & Sidewalk
Improvements
BIDS TO BE RECV'D: 08/10/2011
BIDS TO BE OPENED: 08/10/2011

3. Dept. of Transportation/ - TR 06306, Jones Falls Trail
Dept of Recreation & Parks Trail, Phase IV
BIDS TO BE RECV'D: 08/31/2011
BIDS TO BE OPENED: 08/31/2011

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.

MINUTES

Department of Finance - 9/11 Memorial of Maryland Grant

ACTION REQUESTED OF B/E:

The Board is requested to approve a grant to the 9/11 Memorial of Maryland.

AMOUNT OF MONEY AND SOURCE:

\$25,000.00 - 1001-000000-1220-146500-607004

BACKGROUND/EXPLANATION:

The 9/11 Memorial of Maryland will honor the extraordinary heroism, commitment and sacrifice of Maryland's 9/11 victims, rescuers, first responders and their families. The 9/11 Memorial of Maryland will provide a special place of contemplation, a site to remember and reflect upon the events of September 11, 2001. It will also pay special tribute to the 67 Marylanders who lost their lives that day.

The Memorial's focal point is a striking artifact from the Twin Towers, requested by Governor Martin O'Malley and selected by a delegation of members of the Maryland Commission of Public Art, the Maryland Port Administration and the Maryland State Arts Council. The 22 foot long steel artifact, consisting of three twisted and torn amalgamated steel columns is the centerpiece around which the Memorial will be created.

The 9/11 Memorial of Maryland will be located on the plaza between Pratt Street and the World Trade Center at 401 East Pratt Street in Baltimore, in a fitting reminder of the lost World Trade Center Towers of New York.

MINUTESDept. of Finance

The 9/11 Memorial of Maryland will also include an exhibit within the Top of the World observation level on the 27th floor of the World Trade Center in Baltimore, which will tell the story of the Marylanders lost at the World Trade Center, the Pentagon and Shanksville, Pennsylvania.

The project cost is estimated at \$9.1 million. Other committed counties include Charles, Harford, Montgomery, Prince Georges and Baltimore. The State of Maryland is contributing \$90,000.00 via DBED.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved a grant to the 9/11 Memorial of Maryland.

MINUTES

Department of Finance - Refund of Overpayment of PILOT Payments

ACTION REQUESTED OF B/E:

The Board is requested to approve a rebate of taxes for eleven low-income rental housing projects to Home for Arundel, Inc., which has overpaid pursuant to the terms of the respective agreements for the projects.

AMOUNT OF MONEY AND SOURCE:

\$51,860.00 - 1001-000000-1420-1040100-400330

BACKGROUND/EXPLANATION:

Home for Arundel, Inc. manages several of the City's scatter site low-income rental units. The terms of their PILOT agreement, approved in fiscal year 2010, required retroactive application of the agreement back to the date each of the properties were first acquired.

The Department of Finance has calculated the amount due under the agreement and presented the calculation to the PILOT committee. The PILOT committee reviews the Department of Finance's recommendation and has recommended the rebate of the real property taxes for fiscal years 2008, 2009, and 2010.

1. 2702 Berwick Ave.	\$ 8,041.00
2. 737 Harvey St.	\$ 1,218.00
3. 1015 Union St.	\$ 878.00
4. 3932 Beech Ave.	\$ 1,568.00
5. 5727 Greenspring Ave.	\$ 6,970.00
6. 633 Deepdene Rd.	\$ 5,780.00
7. 310 Charter Oak Ave.	\$ 2,989.00
8. 3800 Hudson Street	\$ 4,327.00

MINUTESDepartment of Finance

9. 309 E. Melrose Ave.	\$ 621.00
10. 117 E. LaFayette Ave.	\$18,746.00
11. 2410 Steele Rd.	\$ 722.00

APPROVED FOR FUNDS BY FINANCE.**(FILE NO. 57148)**

UPON MOTION duly made and seconded, the Board approved a rebate of taxes for eleven low-income rental housing projects to Home for Arundel, Inc. which have overpaid pursuant to the terms of their respective agreements for the projects.

MINUTESDepartment of Finance - Refund of Overpayment of PILOT Payments**ACTION REQUESTED OF B/E:**

The Board is requested to approve a rebate of Payment In Lieu of Tax (PILOT) payments for seven low-income rental housing projects, to the managing firms, which have overpaid pursuant to the terms of their respective agreements.

AMOUNT OF MONEY AND SOURCE:

\$389,629.00 - 1001-000000-1420-104015-400330

BACKGROUND/EXPLANATION:

During the 1970's, numerous low-income rental housing projects were built on City-owned urban renewal land under Department of Housing and Urban Development (HUD) programs, required PILOT agreements. These PILOTs have been in effect, in some cases, for 25 years. Under the PILOT Agreements, the PILOT is equal to 10% of gross rents. However, each of the agreements contains a provision that the PILOT should not exceed the amount of taxes that would normally be paid based on the assessment if no PILOT existed.

The listed properties, over a period of three years, have been paying more pursuant to the PILOT agreement than the normal taxes based on the assessment would have been. The request was reviewed by the PILOT Committee, which has recommended to the Director of Finance a rebate of real property taxes for fiscal years 2009, 2010, and 2011.

<u>Management Firm</u>	<u>Housing Site</u>	<u>Rebate Amount</u>
1. Target City Associates, LP	1630 East Monument St.	\$ 27,707.00
2. Monumental Gardens Associate LP	1500-1501 Aisquith St.	\$ 20,429.00

MINUTESDepartment of Finance - cont'd

<u>Management Firm</u>	<u>Housing Site</u>	<u>Rebate Amount</u>
3. Orchard Gardens Associate LP	640 West Franklin St. 714 Pennsylvania Ave.	\$108,209.00
4. Boone Manor Associates LP	1010-1014 Pennsylvania Ave.	\$ 25,334.00
5. First Woodland Associates LP	1300-1306 Pennsylvania Ave.	\$ 84,265.00
6. First Bond Street Associate LP	1601-1605 East Eager, 1520 East Madison St. 900 North Caroline St.	\$ 78,011.00
7. Greenwillow Associates LP	900 Pennsylvania Ave.	\$ 45,673.00

APPROVED FOR FUNDS BY FINANCE.

UPON MOTION duly made and seconded, the Board approved a rebate of Payment in Lieu of Tax payments for seven low-income rental housing projects to the aforementioned managing firms which have overpaid pursuant to the terms of their respective agreements.

MINUTES

Office of the Labor Commissioner - Memoranda of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** the following memoranda of understanding with The American Federation of State, County and Municipal Employees for FY 2011-2012 as follows:

1. **AFSCME COUNCIL 67 AND LOCAL 2202**
2. **AFSCME COUNCIL 67 AND LOCAL 44**

AMOUNT OF MONEY AND SOURCE

For FY 2012, the wages of each bargaining unit member will be increased by 2% or \$600.00. Effective July 1, 2011, employees FY 2012 salaries will be reduced by \$7.00 per pay and such reduction will continue through June 30, 2012. Wage increases for FY 2012 will be included in the budget for those fiscal years.

BACKGROUND/EXPLANATION:

In accordance with the Municipal Employees Relations Ordinance, the Office of the Labor Commissioner has concluded the negotiations with AFSCME Council 67 and Local 2202 and AFSCME Council 67 and Local 44. The results of these negotiations have been reduced to writing in the form of the submitted memoranda of understanding for Fiscal Years 2011-2012.

UPON MOTION duly made and seconded, the Board NOTED the memoranda of understanding with The American Federation of State, County and Municipal Employees for FY 2011-2012 for AFSCME Council 67 and Local 2202 and AFSCME Council 67 and Local 44.

MINUTESOffice of the Labor Commissioner - Salary Schedules**ACTION REQUESTED OF B/E:**

The Board is requested to **NOTE** the salary scales for the Memoranda of Understanding for Fiscal Year 2012 between the City of Baltimore and the following unions:

1. **Baltimore Fire Fighters, Local 734 IAFF**
2. **Baltimore Fire Officers, Local 964 IAFF**

AMOUNT OF MONEY AND SOURCE:

For Fiscal Year 2012, the total salaries of all employees will increase by 2%. Wages are included in the Fire Department's budget each fiscal year.

BACKGROUND/EXPLANATION:

In accordance with the Municipal Employees Relations Ordinance negotiations with the Baltimore Fire Fighters Local 734 and the Baltimore Fire Officers, Local 964 for Fiscal Year 2012 have concluded through negotiation, arbitration, and meditation.

UPON MOTION duly made and seconded, the Board NOTED the salary scales for the memoranda of understanding for Fiscal year 2012 for the Baltimore Fire Fighters, Local 734 IAFF and Baltimore Fire Fighters Officers, Local 964 IAFF.

MINUTES

Office of the Labor Commissioner - Joint Agreement Concerning
BCFD General Order 48-10

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** a Joint Agreement between the City, the Baltimore City Fire Department (BCFD), Baltimore City Fire Fighters Local 734, and the Baltimore City Fire Officers Local 964.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The parties have negotiated a joint agreement based on BCFD General Order 48-10. This agreement settles the Fire Unions' grievance dated July 23, 2010, and it supplements Administrative Manual 501-2 and General Order 48-10. The settlement agreement addresses the status of the Fire Department members losing their State or City driving privileges pursuant to AM 501-2 and General Order 48-10.

UPON MOTION duly made and seconded, the Board NOTED the Joint Agreement with the Baltimore City Fire Department, Baltimore City Fire Fighters Local 734 and the Baltimore City Fire Officers Local 964.

MINUTES

Bureau of Water and Wastewater - Partial Release of Retainage Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a partial release of retainage agreement with Whiting Turner Contracting Company for Contract No. SC 791, Improvements to Upgrade Eastern Avenue Pumping Station.

AMOUNT OF MONEY AND SOURCE:

\$686,544.92 - 9956-9054444-9551-000000-200001

BACKGROUND/EXPLANATION:

All work on Contract No. SC 791 was completed on December 1, 2010. The contractor has requested a partial release of retainage in the amount of \$686,544.92. The City holds \$1,186,544.92 in retainage. The remaining \$500,000.00 is sufficient to protect the interests of the City.

MBE/WBE PARTICIPATION:

MWBOO APPROVED THIS RELEASE

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the partial release of retainage agreement with the Whiting Turner Contracting Company for Contract No. SC 791, Improvements to Upgrade Eastern Avenue Pumping Station. The President **ABSTAINED.**

MINUTES

Bureau of Water and Wastewater - On-Call Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve an assignment of Task No. 009 to Rummel, Klepper & Kahl, under Project No. 1120R, On-Call Electrical Inspection Services.

AMOUNT OF MONEY AND SOURCE:

\$ 62,382.18 - 9960-904694-9557-900010-702064
62,382.18 - 9960-904727-9557-900020-702064
\$124,764.36

BACKGROUND/EXPLANATION:

Under this task the consultant will perform electrical inspection services on WC 1160R and 1168.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 009 to Rummel, Klepper & Kahl, under Project No. 1120R, On-Call Electrical Inspection Services. The President **ABSTAINED.**

MINUTES**TRAVEL REQUESTS**Police Department

	<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
1.	John D. Jendrek	National Tech. Investigators Assoc. Annual Training Conf. Tampa, FL July 16 - 22, 2011 (Reg. Fee \$375.00)	Asset Forfeiture Funds	\$1,390.00
2.	David J. Rosenblatt	National Tech. Investigators Assoc. Annual Training Conf. Tampa, FL July 16 - 22, 2011 (Reg. Fee \$0.00)	Asset Forfeiture Funds	\$ 200.00

The Department is only requesting \$40.00 per day to cover the cost of food because Mr. Rosenblatt is being invited to give instruction at this Training conference and the organizer will be covering all other expenses.

Circuit Court

3.	Angela Sobol Lowry	National Assoc. of Drug Court Professionals 17 th Annual Drug Court Training Conf. Washington, DC July 17 - 20, 2011 (Reg. Fee \$700.00)	Office of Problem Solving Courts	\$ 975.80
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MINUTES**TRAVEL REQUESTS** - cont'dDepartment of Recreation and Parks

	<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
4.	Calvin Ford Mack Allison,	USA Boxing Junior Olympics Championships Mobile, AL July 31 - Aug. 7, 2011 (Reg. Fee \$0.00)	Accessory Acct. Upton Boxing Funds	\$2,470.88

The subsistence rate for this location is \$141.00 per day. The Department has received a special rate from the hotel of \$28.57 per night not including occupancy taxes in the amount of \$27.99; therefore they are only requesting \$100.00 per day for subsistence. The Department is requesting approval of a rental vehicle in the amount of \$396.30, to transport the athletes and equipment back and forth to the boxing matches. Per AM-240-8, official City business at the event site will require extensive trips, tours, or other unusual but necessary land travel, the Board must approve funds for such expenses in advance of the trip.

Department of Finance

5.	Caroline Sturgis	Gov't Finance Officers Assoc. Budget Analysis Training Chicago, IL Aug. 1 - 5, 2011 (Reg. Fee \$735.00)	General Funds	\$2,032.40
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MINUTES**TRAVEL APPROVAL AND REIMBURSEMENT**Department of General Servicers

	<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
6.	Michael Cook	National Assoc. of Counties Energy Forum Los Angeles, CA Jan. 19 - 21, 2011 (Reg. Fee \$100.00)	Federal AARA Grant Funds	\$ 716.44

Mr. Cook was invited by the National Association of Counties (NACo) to participate in an Energy Forum held in Los Angeles, CA to discuss the City's \$6,300,000.00 ARRA Block Grant Fund Program. The NACo provided two nights free accommodations at the Universal City Sheraton Hotel, however, the forum was held at the CBS Studios in Studio City. The NACo did not provide shuttle service to and from the forum location. The Department has paid the registration on City issued credit card assigned to Theodore Atwood and airfare on City issued credit card assigned to Robert Gibson. The Department is requesting approval of the travel to include the rental of a vehicle to travel back and forth to the forum in the amount of \$194.13 as well as reimbursement of the travel expenses to Mr. Cook as follows:

Rental Car	\$194.13
Parking	36.00
Meals	52.51
Total	\$282.64

UPON MOTION duly made and seconded, the Board approved the travel requests and the travel approval and reimbursement.

MINUTES

Department of Housing and - Advance of Funds
Community Development

The Board is requested to approve a four-month advance of funds for the Head Start Program for the listed organizations.

This advance of funds will allow the continuation of the delegate agencies' Head Start Programs for the fiscal year beginning July 1, 2011.

<u>Organization/Agency</u>	<u>Amount</u>
1. ASSOCIATED CATHOLIC CHARITIES, INC./ ST. JEROME'S HEAD START PROGRAM	\$ 323,225.00
Account: 4000-486312-6051-516600-603051	
2. DAYSPRING PROGRAMS, INC./ HERRING RUN HEAD START PROGRAM	\$ 370,140.00
Account: 4000-486312-6051-515600-603051	
3. METRO DELTA EDUCATIONAL PROGRAMS, INC./ METRO DELTA HEAD START	\$ 362,022.00
Account: 4000-486312-6051-516410-603051	
4. ST. BERNARDINE'S ROMAN CATHOLIC CONGREGATION, INC./ST. BERNARDINE'S HEAD START	\$ 224,257.00
Account: 4000-486312-6051-516410-603051	
5. ST. FRANCIS XAVIER'S ROMAN CATHOLIC CONGREGATION, INC./ ST. FRANCIS XAVIER HEAD START	\$ 349,992.00
Account: 4000-486312-6051-516200-603051	
6. ST. PAUL COMMUNITY OUTREACH CENTER, INC./ST. PAUL COMMUNITY HEAD START	\$ 236,293.00
Account: 4000-486312-6051-515800-603051	

MINUTES

DHCD - cont'd

7. ST. VERONICA'S ROMAN CATHOLIC CONGREGATION, INC./ST. VERONICA HEAD START \$ 341,006.00

Account: 4000-486312-6051-515900-603051

8. ST. VINCENT DePAUL OF BALTIMORE, INC./ST. VINCENT DePAUL HEAD START \$ 673,207.00

Account: 4000-486312-6051-516700-603051

9. UNION BAPTIST CHURCH-SCHOOL/ UNION BAPTIST HEAD START \$ 247,655.00

Account: 4000-486312-6051-5160000-603051

10. UNITY METHODIST CHURCH/ UMOJA HEAD START PROGRAM \$ 216,388.00

Account: 4000-486312-6051-517000-603051

11. YMCA OF CENTRAL MARYLAND/ EMILY PRICE JONES HEAD START PROGRAM \$ 400,280.00

Account: 4000-486312-6051-516100-603051

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the four-month advance of funds for the Head Start Program for the aforementioned organizations. The Mayor **ABSTAINED** on item no. 3. The President **ABSTAINED** on items 1 - 11.

MINUTES

Department of Housing and - Head Start Consultants Agreements
Community Development

The Board is requested to approve and authorize execution of the following Special Education Consultants:

1. SANDY APPEL	\$ 26,334.00
2. DIANE BROOKE	\$ 26,334.00
3. LACEY BRYN, INC.	\$ 71,820.00
4. SANDY HARRIS	\$ 58,140.00
5. MARY WANDA MAYNOR-KEARSE	\$ 44,460.00
6. REBECCA SEITZ	\$ 13,680.00
7. ROBERT SOLOMON	\$ 21,318.00
8. MARILYN STACK-GILL	\$ 59,280.00
9. D'LISA WORTHY	\$ 55,556.00

Account: 4000-486312-6051-452200-603018

The above-listed Special Education consultants will implement the requirements of the Head Start Federal Performance Standards for services to children with suspected and documented disabilities and their families, which have placed emphasis upon the use of community resources, early identification and intervention services. The consultants will also collaborate with the Baltimore City Public School to ensure that all children are appropriately identified and assessed, in accordance with the Statewide Early Childhood Special Education

MINUTES

DHCD - cont'd

accountability system. The period of the agreement is July 1, 2011 through June 30, 2012.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTIONS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Special Education Consultants agreements. The President **ABSTAINED.**

MINUTES

Department of Housing and - Amendment to Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the amendment to agreement with St. Vincent DePaul of Baltimore, Inc., delegate agency for St. Vincent DePaul Northwest Head Start Program. The agreement is effective through June 30, 2011.

AMOUNT OF MONEY AND SOURCE:

\$42,136.00 - 4000-486311-6051-516500-603051

BACKGROUND/EXPLANATION:

On September 22, 2010, the Board approved the original agreement.

This amendment to the agreement will allow the organization to provide Head Start services to 229 Children and their families in Baltimore City. The funds will be used to address urgent health and safety renovations to their facility and to increase education learning tools in the classroom.

This agreement is late because of delays of the grantee.

APPROVED FOR FUNDS BY FINANCE**MWBOO GRANTED A WAIVER.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment to agreement with St. Vincent DePaul of Baltimore, Inc., delegate agency for St. Vincent DePaul Northwest Head Start Program. The President

ABSTAINED.

MINUTES

Department of Housing and - Local Government Resolution
Community Development

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

The following organization is applying to the State of Maryland's Neighborhood BusinessWorks Program (NBWP). A local government resolution of support is required by the State for all applications to this program for funding.

<u>Organization</u>	<u>Amount</u>
1. HARBOR DEVELOPMENT, LLC	\$180,000.00
	(NBWP)

The funds will be used to construct a mixed-use building on at 338 East 25th Street. The 3,000 sq. ft. clean and green vacant lot was purchased in 2009, and sits between two existing occupied buildings. The building will be a 2,809 sq. ft., two-story structure with two offices on the first floor, which will accommodate the growth and new demands of the existing company, as well as provide space for new employees. The second floor will have two apartments and the basement will be another 1,229 sq. ft., which can potentially be used for additional office space. Green construction will be used for this project.

Harbor Development, LLC, is a real estate development and construction company started in 2005. Dozens of projects have been completed by the company in many Baltimore City neighborhoods, including Hollins Market, Remington, Hopkins/Middle East and Barclay. The goals of the company are the revitalization of neighborhoods, development of homes in transitional neighborhoods and turn dilapidated vacant homes and lots into something beautiful and beneficial for the City of Baltimore.

(FILE NO. 57196)

MINUTES

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the local government resolution for Harbor Development, LLC's application to the State of Maryland's Neighborhood BusinessWorks Program.

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 the land disposition agreement with Mr. Vadim Peters, (Developer), for the property located at 614 Saint Anns Avenue (Block 4066, Lot 001).

AMOUNT OF MONEY AND SOURCE:

\$1,001.00 - Purchase Price, payable at the time of settlement

BACKGROUND/EXPLANATION:

The DHCD allows the property owners the opportunity to purchase City-Owned vacant lots that adjoin their property. Mr. Peters, a Baltimore City resident, who owns 601 E.25th Street, qualifies to purchase the vacant lot at 614 Saint Anns Avenue

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

The property was priced pursuant to the Appraisal Policy of Baltimore City. The property is being sold for \$1,001.00 which is greater than the assessed value of \$1,000.00.

MBE/WBE PARTICIPATION:

The Developer is not subject to Article 5, Subtitle 28 of the Baltimore City Code because the property will be sold at market value.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Mr. Vadim Peters, developer, for the property located at 614 Saint Anns Avenue, Block 4066, Lot 001.

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 the property located at 4329 Park Heights Avenue by gift from the Holy Nativity & St. Johns Development Corporation, **SUBJECT** to all municipal liens and all accrued interest and penalties and any other municipal liens that may accrue before settlement other than water bills.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Holy Nativity & St. Johns Development Corporation is donating the subject vacant lot so that the City can sell it to Park Heights Renaissance, Inc. Along with three other vacant lots, the property will be redeveloped as a children's park. The property is in the Park Heights Urban Renewal Area, and accepting the donation will save acquisition expense and time.

The property will be acquired subject to any and all additional municipal liens that may accrue before settlement. The liens for 4329 Park Heights Avenue are as follows:

Real Property Taxes 2010/2011	\$	26.56
Real Property Taxes 2010/2009		83.68
Real Property Taxes 2008/2009		37.60
Tax Sale		776.38
Misc. Bill No. 5765243		261.79
Misc. Bill No. 6068530		257.76
Misc. Bill No. 6120190		232.52
Misc. Bill No. 6272454		220.45
		<u>\$1,896.74</u>

MINUTES

DHCD - cont'd

The listed municipal liens, other than the current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved the acquisition of the fee simple interest in the property located at 4339 Park Heights Avenue by gift from the Holy Nativity & St. Johns Development Corporation, SUBJECT to all municipal liens and all accrued interest and penalties and any other municipal liens that may accrue before settlement other than water bills. The Mayor **ABSTAINED**.

MINUTES

Department of Housing and - Lease Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a lease agreement with Allima Institute, Inc., lessee, for the rental of the property known as 2 N. Wickham Road, Buildings 1 and 3, consisting of approximately 1,926 square feet. The period of the agreement is July 1, 2011 through June 30, 2011, with an additional one-year renewal option.

AMOUNT OF MONEY AND SOURCE:

\$200.00 - per month (\$100.00 per property, per month)

BACKGROUND/EXPLANATION:

The Allima Institute, Inc. was founded in March 2008. The primary mission of the organization is to provide technology based micro-enterprise training to at-risk youth and young adults in the Baltimore area. The organization is a youth and young adult ministry of the Luqmaan Center, which is a faith-based organization. The organization's goals are to continue its current mission with service open to the general community. Plans are to extend training to females as well as males and to expand the participant base to a broader social demographic. A post training and young entrepreneur business incubator will also be developed.

The Allima Institute, Inc. is in good standing with Maryland Department of Assessment and Taxation.

MINUTES

DHCD - cont'd

The Allima Institute, Inc. will be responsible for all maintenance and utility costs associated with occupying the properties.

The Space Utilization Committee recommended approval on May 10, 2011.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with Allima Institute, Inc., lessee for the rental of the property known as 2 N. Wickham Road, Buildings 1 and 3, consisting of approximately 1,926 square feet.

MINUTES

Department of Housing and Community Development (DHCD) - First Amendments to Upfront Grant Agreement and Master Development and Land Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Amendments to Uplands A and B Grant Agreements and related documents. The Board is further requested to approve the execution of a Master Development and Land Disposition Agreement (the MDA) with Uplands Visionaries, LLC (Master Developer) as well as a revolving loan to the Master Developer (Revolving Master Development Loan) and related documents for the development of the Uplands project.

The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this project provided such documents do not materially alter the relationship of the parties or the principal elements of the Project, subject to review and approval for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

\$ 22,469,920.00 - Site A

\$ 13,530,080.00 - Site B

\$781,890 - Revolving Master Development Loan

BACKGROUND/EXPLANATION:

Currently, the overall development of the Uplands project will take approximately eight years and is anticipated to cost approximately \$239,000,000.00. Approximately 97% of the funds have been identified with the balance to be obtained by the developer for the project's later phases. The sources of funds for Uplands Rental Phase I, which is the first phase to be developed, have been fully identified and closing on that phase of the Project will occur within approximately thirty (30) days of the Board's approval.

MINUTES

DHCD - cont'd

In January 2004, the City acquired the approximately 52 acre Uplands Apartments from the U.S. Department of Housing and Urban Development (HUD) in two deeds referred to as Sites A and B. The intent was to develop a new mixed income neighborhood that offers modern, urban rental and for-sale housing products for families of all income levels. At the time the City acquired Sites A and B, it also accepted an Upfront Grant for each site. The amount of Upfront Grant allocated to Site A was \$18,360,000.00 and the amount allocated to Site B was \$17,640,000.00. The Department then engaged a national award winning design and market analysis firm to master plan the site with the full engagement of the surrounding community and stakeholders.

The master plan adopted for the entire site (which includes the parcels known as "Gundry Glass" and "New Psalmist Church") calls for the development of 1,101 new housing units. Replacement housing for households displaced by the closing of the former FHA Uplands Apartments and will be provided within the project. The plan is urban and the housing types are modern, including small-lot single family dwelling units, rowhomes and duplexes, grand eight-plex "mansionettes", as well as rental and for-sale multi-family buildings of higher density along Edmondson Avenue. To bolster the development and neighborhood revitalization potential of this site, the City negotiated an agreement to acquire the New Psalmist Baptist Church and the Gundry Glass sites. The City also acquired 14 privately owned properties referred to as the "Triangle" which were bounded by Edmondson Avenue, Old Frederick Road and Swann Avenue as well as a portion of the Westside Skills Center parking lot which was acquired from the Baltimore City Public School System. The acquisition of these properties brings the size of the total development site to over 100 acres.

The Department offered the combined site through a Request for Qualifications in July 2006. A master development team, Uplands Visionaries, LLC (Master Developer), led by Pennrose Properties was selected in July 2007. Additional, development partners include Bozzuto Homes, Inc. (Homes Developer), which will construct the home ownership component, as well as minority partners KMJ Uplands LLC, Harrison Development, LLC, Scientia Uplands, LLC, Cryor Development, LLC, and Southwest Baltimore Community Development Corporation.

MINUTES

DHCD - cont'd

Shortly after the purchase by the City, former residents of the Uplands Apartments (Plaintiff Class) filed suit against HUD and the City claiming that the sale was improper and that relocation of residents did not follow federal guidelines. The lawsuit was resolved through a Memorandum of Understanding that was signed in 2004 and finalized in a Settlement Agreement that was approved by the Board in January 2008. The settlement received final court approval in October 2008. HUD completed the certification of the class of Uplands' former tenants that have priority to return to the Uplands. The certified class stands at 226.

Development Status

The development has obtained all necessary design approvals including compliance with the Urban Renewal Plan, Subdivision, Zoning and Planned Unit Development regulations. Sites A and B have been fully remediated for environmental issues. Demolition of the existing improvements was completed in July 2009. All of the Triangle parcels are owned by the City and remediation and demolition is underway.

The Board awarded Monumental Paving and Excavating, Inc. a contract to complete the mass grading for Sites A and B and infrastructure on Site B on October 6, 2010. The development of the project as detailed in the MDA consists of two rental phases of approximately 104 units each and four home ownership phases containing 553 units for a total of 761 mixed income rental and homeownership units (Project).

The specifics of the development of the first 104 units in Rental Phase I are contained in a separate Board memo which is being presented to the Board at the same time as the MDA. The balance of the Master Plan units will be constructed on the New Psalmist and Gundry Glass sites.

Terms of Uplands A and B Grant Agreement Amendments

The First Amendments to Upfront Grant Agreement for Sites A and B (one for each site) reallocate the \$36,000,000.00 in Upfront Grant Funds between the two sites and specify the activities for which the Upfront Grant can be used. The Upfront Grant

MINUTES

DHCD - cont'd

allocated to Site A is now \$22,469,920.00. The amount allocated to Site B is \$13,530,080.00. Each First Amendment defines how much of the Upfront Grant can be spent on Mass Grading and Infrastructure improvements and how much can be spent to subsidize the construction of what are defined as Affordable Units. For Site A, \$12,749,920.00 is allocated as a loan for Mass Grading and Infrastructure improvements but is forgiven on a sliding scale by HUD if the number of Affordable Units to be constructed are completed. For Site B, \$5,130,080.00 is allocated as a loan for Infrastructure improvements. Both of these amounts are secured by a Promissory Note and Deed of Trust that is released by HUD as the developer of each of the respective phase closes on its construction financing.

Terms of the MDA

The MDA provides the various terms and conditions under which the Master Developer will implement the master plan for the Project.

Sale of Land: The City intends to convey certain parcels on Site B to Uplands Rental Phase I, LLC (Rental Phase I Developer), on Site A to the developer of Rental Phase II, and others on both sites A and B to the homeowners once the houses are constructed by the Homes Developer. The initial parcels will comprise a total of the approximately 60 acres. The initial parcels do not include the Gundry Glass and New Psalmist Church parcels which will be the subject of future agreements. The City will convey the necessary property consisting of approximately 4.65 acres to Rental Phase I Developer for the Uplands Rental Phase I Project for a purchase price of \$1,065,312.00 as detailed in the aforementioned Board letter. The property required for the units to be constructed in Rental Phase II will be sold at a price of \$15,000.00 per unit for each unit constructed.

Land Lease: The Homes Developer will be granted a lease for the various phases of the homeownership development (currently four phases) which will allow it to enter the parcels and construct the for sale homes to facilitate getting a construction loan.

MINUTES

DHCD - cont'd

Upon construction completion and sale of the home to a homeowner, the City will be paid up to \$15,000 per unit based on a priority of distribution of sales proceeds set forth in the MDA. The form of Lease Agreement to be executed by the Homes Developer is attached to the MDA as Exhibit R.

Number and Types of Units and Income Levels: The MDA also provides the specific number of rental and homeownership units to be constructed in the project and the income limits for the occupants of the rental units and purchasers of the homeownership units as specified in the settlement agreement.

Services to be provided by Master Developer and Fees: The MDA addresses the services to be provided to the City by the Master Developer and the amount of compensation to be paid for the services provided. The services include preparation of a development plan for the project which includes a project schedule, as well as management and ownership services, financing services, design/planning services, site services, construction services, and homeownership services.

The Rental Phase I Developer may receive a development fee of up to 15% of the total eligible development costs for Rental Phase I and an entity to be formed by the Master Developer may receive up to the same 15% development fee for the total eligible development costs for the second rental phase. From the proceeds of the sale of homes, the Homes Developer may receive a development fee of up to 2% of the total sales price of the units constructed and a sales and marketing fee of up to 2.25% of the total sales prices for the units constructed as part of the construction budget. It may also receive up to \$18,400.00 from the net proceeds of sale of each unit.

The MDA places caps on the various soft cost fees provided by third parties necessary to complete the Project. The Master Developer may receive a Coordination Fee of up to \$2,173,740.00 for its time and effort over the past four years in overseeing the infrastructure and mass grading design and coordination efforts during the construction of the mass grading and infrastructure presently being completed.

MINUTESDHCD - cont'd

Anti-Speculation/Reverter Provisions: The MDA addresses the normal requirements contained in City disposition agreements concerning anti-speculation, rights of mortgagees, the right of the City to recapture a phase or not award a future phase in the event of a default, and spells out the insurance requirements.

City Proceeds: The City is projected to net approximately \$10,400,000.00 in acquisition for the entire 60 acre site. The City is also projected to receive a 3% administrative payment fee which is currently estimated to be approximately \$4,700,000.00 from the project. The City will also share in a 50/50 split of any home sales profits. The developer payment of \$18,400.00 per unit described above, the City's Administrative Payment as related to the construction of the homes, the City's \$15,000.00 per unit land payment and the 50/50 profit split are described in the MDA. The Department of Transportation is projected to net over \$3,100,000.00 in fees.

City Revolving Master Development Loan: The MDA also provides for a revolving loan to be made to the Master Developer in an amount of \$781,890.00 (Revolving Master Development Loan). The Revolving Master Development Loan will be interest free and will be paid back as construction settlements occur on the different phases of the Project over the course of the entire Project. No more than \$781,890.00 can be outstanding at any time.

MBE/WBE PARTICIPATION:

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

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$781,980.00	9910-901933-9587	9910-909729-9588
6 th Housing	Reserve - Uplands	Uplands Revolving
Development	Redevelopment	Master Development
		Loan

MINUTES

DHCD - cont'd

This transfer will provide a predevelopment loan to Uplands Visionaries, LLC for predevelopment costs associated with both the rental and homeownership projects. The amount of the loan can vary, but will not exceed \$781,980.00. The loan will be repaid as each phase closes. The terms of the loan are outlined in the Master Development Agreement.

(FILE NO. 55993)

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the amendments to Uplands A and B Grant Agreements and related documents. The Board also approved and authorized execution of a Master Development and Land Disposition Agreement with Uplands Visionaries, LLC (Master Developer) as well as a revolving loan to the Master Developer (Revolving Master Development Loan) and related documents for the development of the Uplands project. 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. The President **ABSTAINED**.

MINUTES

Department of Housing and - Uplands Rental Phase I
Community Development Rental Financing

ACTION REQUESTED OF B/E:

The Board is requested to approve the following:

1. a loan of Up-Front Grant funds in an amount not to exceed \$4,160,000.00 to Uplands Rental Phase I, LLC (Borrower) for the Uplands Rental Phase I Project;
2. the additional expenditure of funds from the HOME Investment Partnership Program as a loan in an amount not to exceed \$360,000.00;
3. the disposition of the property upon which the Project will be constructed and
4. the execution of a Seller Take-Back Note in an amount not to exceed \$600,000.00 by the Borrower, each as further described below.

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

AMOUNT OF MONEY AND SOURCE:

The following sets out the estimated sources and uses anticipated in connection with the Uplands Rental Phase I Project which is the initial phase to be constructed.

SOURCES		USES	
Construction Bridge Loan from Wells Fargo Bank, N.A.	\$2,100,000.00	Construction Hard Costs and Contingency	\$13,356,458.00
Baltimore City HOME Loan	1,000,000.00	Construction Soft Costs	2,280,543.00
State of Maryland Rental Housing Program Funds	2,000,000.00	Financing Fees and Syndication Related Costs	705,475.00
Loan of HUD Up-Front Grant Funds	4,160,000.00	Acquisition	1,065,312.00
Investor Equity /Take-Back Note	11,404,055.00	Reserves/Escrows	1,110,368.00
		Developer Fee	2,145,899.00
TOTAL	\$20,664,055.00	TOTAL	\$20,664,055.00

MINUTES

DHCD - cont'd

Account: 9910-907083-9610-90000-706032 - HOME

Account: 9910-905723-9588 - Upfront Grant Loan

BACKGROUND/EXPLANATION:

The City currently owns an approximate 4.65 acre site (Site), better known as Lots 1, 3 and 4, and Parcel B of Section B, as shown on the Plat entitled "Subdivision Plan of Uplands Planned Unit Development, Sections A and B, Baltimore, MD, Sheet 6 of 8, that contains the former Uplands Apartments site". Portions of the Site were formerly occupied as a low income multi-family project financed by Housing and Urban Development (HUD), which later foreclosed on the property and sold it to the City. A master planned community to be known as Uplands Development will be developed containing approximately 208 mixed-income rental units and over 553 for-sale units (collectively, the Development). The Uplands redevelopment is expected to occur in two rental and four homeownership phases. The total development costs of the new redevelopment are expected to exceed \$250,000,000.00. In addition to the rental and for-sale units, a variety of community investments are expected to be made, including open space, a clubhouse/swim club, and other community amenities.

The City pursuant to a Request for Qualifications (RFQ) competitively selected Uplands Visionaries, LLC (the "Developer") to perform planning and development services in accordance with the Developer's Statement of Qualifications dated September 11, 2006 (Proposal). This memorandum addresses the documents to be executed in conjunction with sale and construction of the Uplands Rental Phase I Project.

1. Sale of Land:

The City will convey the Site (for the Uplands Rental Phase I Project) to the Borrower for \$1,065,312.00. An appraisal was prepared by Novogradac & Company LLC, effective October 21, 2010, and the market value of the real estate "As Is" was determined to be \$1,060,000.00.

MINUTES

DHCD - cont'd

2. Income Restrictions and Financing Structure.

Uplands Rental Phase I Project will provide approximately 104 mixed-income rental units (Project). Of these units, approximately 77 units will be made available for families with incomes at or below 60% of the area median income (HOME Restricted Units) and the remaining units will be market-rate. The Housing Authority of Baltimore City (HABC) will also provide a 15 year renewable contract for

Section 8 Project Based Vouchers (PBVs) of which 62 PBVs will include units for 40 former Uplands residents, 16 will be for Non-Elderly Disabled (NED) Units, and six for long-term, affordable Uniform Federal Accessibility Standard (UFAS) units.

The sources of financing and income-restrictions required by each source are further described under Lenders, *infra*.

3. Participating Parties:

A. Developer

Uplands Rental Phase I, LLC (Borrower) will own and cause the development of Upland Rental Phase I by Pennrose Properties, LLC. The Borrower will be managed by Uplands Rental Phase I Managing Member, LLC, an entity controlled by Pennrose GP, LLC. The other members of the Borrower's managing member will include KMJ Uplands, LLC, and Southwest Baltimore Community Development Corporation.

B. General Contractor/Architect

Harkins Builders, Inc. will act as the general contractor. Architectural services will be provided by Wallace, Roberts & Todd, LLC. Engineering services will be provided by STV, Inc.

C. Lenders

First Lender: Wells Fargo Bank, N.A. (construction loan); Cornerstone-Massachusetts Mutual Life Insurance Company (permanent take-out loan).

MINUTES

DHCD - cont'd

During the construction phase, Wells Fargo Bank, N.A. will provide a loan in an amount no greater than \$2,100,000.00 secured by a first lien mortgage (First Lien Construction Loan). The interest rate on the First Lien Construction Loan will be at a variable rate equal to the one-month LIBOR plus 400 basis points and payable monthly on sums drawn. The loan term will be 24 months (plus one possible extension of six months), with all unpaid principal and interest due at maturity. Following construction completion, the Borrower expects to repay the First Lien Construction Loan by obtaining a permanent loan from Massachusetts Mutual Life Insurance Company (MassMutual) in an amount no greater than \$2,100,000.00 (First-Lien Permanent Loan). The First Lien Permanent Loan is expected to be non-recourse, secured by a first lien on the entire Project, have an interest rate not to exceed 9.0%, and amortized over 30 years with a term of 15 years. MassMutual has issued a commitment to make the First Lien Permanent Loan after construction completion.

Second Lender: MD Department of Housing and Community Development (MD DHCD) Rental Housing Production Program (RHPP).

MD DHCD will make a loan from its RHPP Program in an amount no greater than \$2,000,000.00 secured by a second lien mortgage (RHPP Loan). The RHPP Loan will have a construction loan period not to exceed 21 months, which includes three months for cost certification and a permanent loan period of 40 years following the end of the construction loan period. During the construction loan period of the RHPP Loan, the interest rate charged will be 0% per annum on sums advanced and no payments will be required. During the permanent loan period of the RHPP Loan, the interest rate will be 4% per annum and annual payments of principal and interest are required to be made out of surplus cash. Any interest and principal not paid because of insufficient surplus

MINUTES

DHCD - cont'd

cash will be deferred and paid each subsequent payment date to the extent there is sufficient surplus cash. The interest will continue to accrue on any deferred principal. The outstanding principal balance of the Loan together with all accrued interest will be due and payable at maturity or upon acceleration following default. The RHPP Loan requires that 40% of the units be occupied by households with incomes at or below 60% of the State area-wide median income, adjusted for family size.

Third Lender: City Up-Front Grant Loan.

The City will make a loan from the proceeds of the Uplands A Up-Front Grant Agreement in an amount no greater than \$4,160,000.00 secured by a third lien mortgage (the Up-Front Grant Loan). The Up-Front Grant Loan will have a construction period not to exceed 21 months, have a permanent loan term of 40 years following construction completion (Up-Front Grant Maturity Date), and will bear interest at a rate no greater than 1/4%. As long as the project is owned and operated according to the requirements set forth in the documentation for the Up-Front Grant Loan and there is no event of default, no payments will be required on the Up-Front Grant Loan until the Up-Front Grant Maturity Date, at which time all accrued interest and principal will be required to be repaid. The Up-Front Grant Loan will be long-term, subordinate, non-recourse debt.

Fourth Lender: City HOME Loan.

On April 28, 2010, the Board approved a HOME Investment Partnerships Program predevelopment loan in an amount not to exceed \$640,000.00 to the Borrower to support certain predevelopment activities, such as design and engineering fees, costs of engineering and geotechnical reports, permit fees, an appraisal and market studies, and other similar costs and fees incurred during the planning and predevelopment process for the Project.

MINUTES

DHCD - cont'd

The Department will increase the HOME Loan by \$360,000.00 so that the HOME Loan will have an aggregate principal amount not-to-exceed \$1,000,000.00. The HOME Loan will be secured by a fourth lien mortgage on the property and the construction loan period of the HOME Loan will be coterminous with the superior mortgages. The Permanent Loan Period will be 40 years from the date of construction completion (the "HOME Maturity Date"). The interest rate during the Construction period and Permanent Loan period will be one percent per annum. No payments on the HOME Loan will be required during construction, but following completion of construction, annual payments of principal and interest will be due from the Borrower in an amount necessary to amortize fully the principal sum through the term of the HOME Loan (HOME Payments). However, any HOME Payments made by the Borrower will be only from surplus cash, and to the extent such surplus cash is not available, the HOME Payment due and owing will be deferred. The outstanding principal balance and any deferred and accrued interest is due and payable on the HOME Maturity Date. The HOME Loan will be long term, subordinate, non-recourse debt.

Fifth Lender: City Seller Take-Back Note.

The City will make a loan in an amount no greater than \$600,000.00 secured by a fifth lien mortgage (Seller Take-Back Loan) to finance in part the acquisition of the land. The Seller Take-Back Loan will be interest free and will be due and payable upon the later to occur of (i) construction completion or (ii) the date the Borrower receives the third and final installment of the proceeds of the syndication of low-income housing tax credits from the equity investor. No payments of principal and interest will be due during the construction period.

The City and HABC will require the Borrower to set-aside within the Project at least 16 units to non-elderly persons with disabilities (NED). In addition to the six UFAS Units that are federally-required, the City and HABC will require an additional six units that will be designated as Long-Term Affordable UFAS units in accordance with and meeting the requirements of the Bailey's Consent Decree. "UFAS Unit" means a unit that meets

MINUTESDHCD - cont'd

federal uniform standards for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of them in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157. A NED Unit refers to a unit to be occupied by a family that at minimum has a sole member, head of household, or head of household's spouse is a person with a disability who is under age 62, and which is eligible for a one-bedroom public housing unit or for a two-bedroom housing unit because a second bedroom is needed for disability-related reasons; and who is on an waiting list of the Housing Authority of Baltimore City for public or Section 8 subsidized housing but in any event meeting the requirements of the Decree.

MBE/WBE PARTICIPATION:

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

TRANSFER OF FUNDS

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
1.	\$4,160,000.00	9910-901933-9587	9910-905723-9587
	Federal Funds	Uplands Redevelop- ment	Uplands Rental Phase I

This transfer will provide a portion of the HUD Upfront grant funds to assist with the construction of the Uplands Rental Phase I rental project.

2.	\$ 360,000.00	9910-926010-9609	9910-907083-9610
	Federal Home FY 2010	Reserve	Uplands Rental Phase I

This transfer will provide additional HOME funds to Uplands Rental Phase I for planning and development of rental housing in the Uplands community.

(FILE NO. 55993)

MINUTES

UPON MOTION duly made and seconded, the Board approved:

1. a loan of Up-Front Grant funds in an amount not to exceed \$4,160,000.00 to Uplands Rental Phase I, LLC for the Uplands Rental Phase I Project;
2. the additional expenditure of funds from the HOME Investment Partnership Program as a loan in an amount not to exceed \$360,000.00;
3. the disposition of the property upon which the project will be constructed and
4. the execution of a Seller Take-Back Note in an amount not to exceed \$600,000.00 by the Borrower.

The Board also approved and authorized the Commissioner of the Department of Housing and Community Development to execute any and all documents necessary to effectuate this transaction SUBJECT to review and approval by the Law Department. 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. The President **ABSTAINED.**

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTION**

* * * * *

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

2304 - 2311

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

The Transfers of Funds were approved
SUBJECT to receipt of favorable reports
from the Planning Commission,
the Director of Finance having reported favorably
thereon, as required by the provisions
of the City Charter.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:**Department of Transportation

1. TR 04318, Jones Civil Construction, \$3,541,711.60
 Falls Trail Inc.
 Phase II

DBE:

Machado Construction Co, Inc.	\$ 68,125.20	1.92%
Priority Construction Corporation	962,996.00	27.19%
Wilton Corporation	64,186.00	1.81%
	<u>\$1,095,307.20</u>	<u>30.92%</u>

A PROTEST WAS RECEIVED FROM MR. ROBERT FULTON DASHIELL, ESQ. P.A. REPRESENTING THE M. LUIS CONSTRUCTION COMPANY. THE PROTEST WAS WITHDRAWN.

2. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$3,258,374.67	9950-904176-9528	
Federal	Constr. Reserve	
	Jones Falls Trail	
	Phase II	
750,485.30	9950-904176-9528	
MVR	Constr. Reserve	
	Jones Falls Trail	
	Phase II	
64,108.37	9950-905117-9528	
MVR	Constr. Reserve	
<u>\$4,072,968.34</u>	Main St. Program	

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Department of Transportation

\$3,541,711.60	-----	9950-903176-9527-6
		Struc. & Improv.
354,171.16	-----	9950-903176-9527-5
		Inspection
177,085.58		9950-903176-9527-2
<u>\$4,072,968.34</u>		Contingencies -
		Jones Falls Trail
		Phase II

This transfer will provide funds to cover the costs associated with the award of Contract TR 04318 to Civil Construction, LLC.

Department of Recreation and Parks

- 3. RP 10854, Luckman Park Site Improvement **REJECTION** - Four bids were received. Two were found non-responsive by the Law Department. The lowest responsive and responsive bidder exceeds the Engineer's estimate by more than 40%. Therefore, the Department is requesting to reject all bids and readvertise at a later date.

Bureau of Purchases

- 4. B50001940, Bleach Tanks **REJECTION** - Vendors were solicited by posting on CitiBuy and in local newspapers. Two bids were received and opened on May 11, 2011. During the evaluation of the products offered the using agency discovered that it had omitted a key operational specification from the solicitation. This requirement will be rebid at a later date.

A PROTEST WAS RECEIVED FROM THE ENVIRONMENTAL SOLUTIONS-CBR, INC.

Environmental Solutions-CBR, Inc.

Board of Estimates
Room 204
City Hall
100 N. Holliday Street
Baltimore, MD 21202

July 12, 2011

SUBJECT: PROTEST for Bid# B50001940- Bleach Tanks (2)

We respectfully present the following PROTEST pertaining to the above Bid shown on page 110 of the Agenda to be recommended by the Bureau of Purchases for REJECTION at the Board of Estimates Meeting on July 13, 2011.

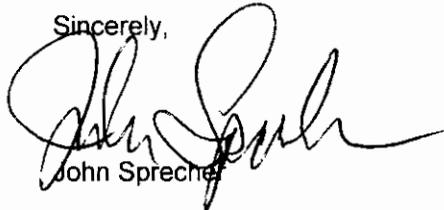
1. We represent Environmental Solutions-CBR, Inc.
2. After PROTESTING the original bid on June 22, 2011, due to the issue of Environmental Solutions-CBR, Inc. (ES-CBR) being the low bidder in the amount of \$54,025.00 (2 tanks) vs. the other tank bid of \$72,000.00. ES-CBR was 25% lower in price for the storage of sodium hypochlorite at Patapsco WWTP. The AWARD slated to be made to the "high bidder" on June 22, 2011 was "withdrawn for further consideration."

The current issue (July 12th) is based on the rejection of all bids due to "During the evaluation of the products offered the using agency discovered that it had omitted a key operational specification from the solicitation. This was followed up with "This requirement will be rebid at a later date."

3. The protestant will be harmed and placed at a disadvantage in the future by the Board of Estimates' REJECTION of all bids for Bid# B50001940 as the competitive bidders now know ES-CBR's Bid price. We suggest that the "key operational specification" (defined as the addition of UV Protection for the sodium hypochlorite tanks) be requested from both bidders as an adder to their competitive base bid of May 11, 2011. We have already provided the requested adder to the Bureau of Purchasing. The new delivered cost will be \$30,990.50 per tank or \$61,981.00 for two (2) tanks. This is still \$10,000 under the "high bidder" of June 22, 2011 (who was about to be awarded this bid at \$72,000.00 on June 22nd)

We look forward to assisting you with these tanks. If you have any questions, please contact me at 410-375-6154.

Sincerely,



John Sprecher

ES-CBRBaltimore-PatapscoWWTP1c-Protest1a

Environmental Solutions-CBR, Inc.

Board of Estimates
Room 204
City Hall
100 N. Holliday Street
Baltimore, MD 21202

June 21, 2011

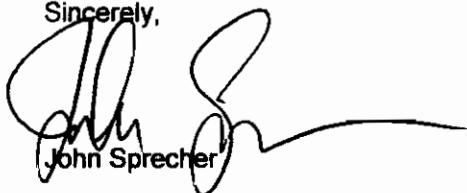
SUBJECT: PROTEST for Bid# B50001940- Bleach Tanks (2)

We respectfully present the following PROTEST pertaining to the above Bid to be awarded June 22, 2011.

1. We represent Environmental Solutions-CBR, Inc.
2. The issues appear to be the lack of understanding of the technical review supporting the use of one polyethylene resin vs. another. Additionally, Environmental Solutions-CBR, Inc. (ES-CBR) was low bidder in the amount of \$54,025.00 (2 tanks) vs. the other tank bid of \$72,000.00. ES-CBR was 25% lower in price for the storage of sodium hypochlorite at Patapsco WWTP.
3. The protestant will be harmed by the proposed Board of Estimates' action to award the tanks to the "high bidder" rather than the low bidder. This will result in Board of Estimates and Baltimore City being penalized in paying 25% more or almost \$18,000 in surplus costs without gaining any benefit.

We look forward to assisting you with these tanks. If you have any questions, please contact me at 410-375-6154.

Sincerely,



John Sprecher

ES-CBRBaltimore-PatapscoWWTP1c

AGENDA

BOARD OF ESTIMATES

06/22/2011

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

- | | | | |
|----|----------------------------------|------------------|--------------|
| 1. | B50001955, Thermo-plastic Blocks | Ennis Paint Inc. | \$220,000.00 |
|----|----------------------------------|------------------|--------------|

MWBOO GRANTED A WAIVER.

- | | | | |
|----|-------------------------|-------------------------------------|--------------|
| 2. | B50001940, Bleach Tanks | Philip R. Walker & Associates, Inc. | \$ 72,000.00 |
|----|-------------------------|-------------------------------------|--------------|

MWBOO GRANTED A WAIVER.

- | | | | |
|----|--|-----------------------------------|--------------|
| 3. | B50001961, Conventional Cab Air Compressor Truck | Chesapeake Ford Truck Sales, Inc. | \$251,004.00 |
|----|--|-----------------------------------|--------------|

MWBOO GRANTED A WAIVER.

- | | | | |
|----|---|--------------------------|--------------|
| 4. | B50001905, Services for Window and Trusses Cleaning | VIP Special Services LLC | \$ 54,530.00 |
|----|---|--------------------------|--------------|

MWBOO FOUND VENDOR IN COMPLIANCE.

BIDDER REQUESTED A WAIVER AND HAS DEMONSTRATED GOOD FAITH EFFORTS.

AGENDA

BOARD OF ESTIMATES

07/13/2011

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Department of Transportation

\$3,541,711.60	-----	9950-903176-9527-6
		Struc. & Improv.
354,171.16	-----	9950-903176-9527-5
		Inspection
177,085.58		9950-903176-9527-2
\$4,072,968.34		Contingencies -
		Jones Falls Trail
		Phase II

This transfer will provide funds to cover the costs associated with the award of Contract TR 04318 to Civil Construction, LLC.

Department of Recreation and Parks

- 3. RP 10854, Luckman Park Site Improvement **REJECTION** - Four bids were received. Two were found non-responsive by the Law Department. The lowest responsive and responsive bidder exceeds the Engineer's estimate by more than 40%. Therefore, the Department is requesting to reject all bids and readvertise at a later date.

Bureau of Purchases

- 4. B50001940, Bleach Tanks **REJECTION** - Vendors were solicited by posting on CitiBuy and in local newspapers. Two bids were received and opened on May 11, 2011. During the evaluation of the products offered the using agency discovered that it had omitted a key operational specification from the solicitation. This requirement will be rebid at a later date.

A PROTEST HAS BEEN RECEIVED FROM THE ENVIRONMENTAL SOLUTIONS-CBR, INC.

MINUTES

President: "The first item on the non-routine agenda can be found on Pages 110 #4, B50001940, Bleach Tanks. Will the parties please come forward?"

Mr. Mazza: "Good morning Mr. President members of the Board. I am Joe Mazza, City Purchasing Agent, and this item is requesting the Board to reject all bids for solicitation no. B50001940, Bleach Tanks. During the evaluation of these tanks the using agency discovered that they had omitted a key specification. These tanks were to be used out doors and therefore must have ultraviolet protection. That specification, was not included in the solicitation, so the solicitation was therefore, flawed and we recommend that the bids be rejected and this item be rebid."

President: "Thank you."

Mr. Sprecher: "Good morning Mr. President, I am John Sprecher, President of Environmental Solutions, the low bidder. In fact just a quick history. We are a veteran-owned small business. What occurred on June 22nd, is we protested the award of the tanks to another vendor. Subsequently, that particular item was held off for further consideration. It came back -- I met with the agency. The one remaining item that they needed was a protection, a UV protection for the sodium hypochlorite being stored in the tanks. I realized that from the beginning, but the way the spec was written it was not included. So, what we

MINUTES

did, we were 25% lower than on June 22nd to the firm that was going to be purchasing -- be awarded these tanks. So, number one we saved hopefully the City \$18,000.00 and more importantly we came back and recommended a UV protection for the sodium hypochlorite that was going to be stored in these two large 8,700 gallon double walled tanks. Which we do that type of business day in and day out. That adder was about \$4,000.00. Our suggestion is we would be harmed and that is the only reason in our protest. We would be harmed if this item was rebid both tanks because our competition already knows our price. Initially there were nine firms umm - that picked up the plans from Citibuy to bid these tanks and we feel you know we have been looking out for the City. My job is to serve our customers, umm - which means plants, chemical plants, municipal. We just recently and I won't go into that, but we recently supplied well over a million dollars worth of sodium hypochlorite tanks for the Army Corps of Engineers and both the upgrades of the Delcarlo Work Treatment Plant and the McMillan Water Treatment Plant in Washington DC. So, we take this business seriously and I appeal, umm -- I just feel that we would be damaged and at a disadvantage if this item was to be rebid. We suggest just asking for an adder to be added to the May 11th sealed bids that were delivered."

MINUTES

President: "Okay."

Mr. Mazza: "Yes and I'm sure that Mr. Sprecher's company is a very good company and I actually expect them to win the next bid that we put out, but as far as being harmed, that is the nature of public procurement, the prices are exposed. As far as adding this now, this requirement onto a requirement that we already have, that poses problems because Mr. Sprecher's tanks maybe easily retrofitted for UV. Another vendor's tank his competition's tank may not be, I don't know. There may be a third vendor out there who specializes in UV tanks and may have a price lower than both. So the only way we can find out that out is to rebid the requirement."

President: "Okay."

Mr. Sprecher: "One quick thing, the other company that is manufacturing the tanks I have represented them for probably 15 years. Back in 2007 when we were putting together the specifications for Gannett Fleming for the Upgrade of the Montebello Water Treatment Plant, all the tanks that were selected for sodium hypochlorite or either the fiber glass tanks that we provide or the high density linear polyethylene and there was a young lady, an engineer, that taught me something about correct material. The other firm in question, all they would need to do is to add two inches of mastic insulation,

MINUTES

which has a value of around \$4,000.00 a tank. So, it is apples to apples, and I speak from experience."

President: "Okay. Are we ready?"

Mayor: "I don't have any questions."

City Solicitor: "I am prepared to MOVE the approval of the recommendation of the Purchasing Bureau to rebid."

Director of Public Works: "Second."

President: "All in favor say AYE."

Mayor: "AYE."

Director of Public Works: "AYE."

President: "All opposed NAY. The Motion carries. Thank you."

Mr. Sprecher: "Thank you for the opportunity."

President: "Right."

* * * * *

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases

5.	B50001751, Janitorial Services for the Dept. of General Services Area D	Merit Building Contracting Services	\$ 269,757.00
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MBE:	C J Maintenance, Inc.	\$ 53,952.00	20.00%
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WBE:	Plein Cleaning Services, Inc.	\$ 26,976.00	10.00%
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MWBOO FOUND VENDOR IN COMPLIANCE.

6.	B50001863, Uniform and Locker Rental With Laundry Service	G & K Uniform Service	\$550,000.00
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MWBOO GRANTED A WAIVER.

7.	B50001914, Reflective Sign Sheeting	<u>Items 7-11</u> American Traffic Safety Materials, Inc.	\$ 19,974.00
		<u>Items 1-6, and 12</u> Osburn Associates, Inc.	<u>64,130.00</u>
			\$ 84,104.00

MWBOO GRANTED A WAIVER.**A PROTEST HAS BEEN RECEIVED FROM OSBURN ASSOCIATES, INC.**

President: "The second item on the non-routine agenda can be found on pages 111 item no. 7, B5001914, Reflective Sign Sheeting. Will the parties please come forward? No protestant? I will entertain a Motion."

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Bureau of Purchases

City Solicitor: "Move approval of the recommendation of the Bureau of Purchases."

Comptroller: "Second."

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

* * * * *

8. B50001934, Mowing Lorenz, Inc. \$887,939.49
of Grass Medians

MBE: 4-Evergreen Lawn Care \$240,632.00 27.10%

WBE: Fouts Lawn Care \$ 90,570.00 10.20%

MWBOO FOUND VENDOR IN COMPLIANCE.

9. B50001997, Fabri- Triangle Sign & Service \$ 50,776.00
cated Signs for
Druid Hill Park

MWBOO SET GOALS OF 0% MBE AND 0% WBE.

10. B50002005, Triad Security Services \$110,240.00
Providing Uniformed,
Armed Security
Guards

MWBOO SET GOALS OF 0% MBE AND 0% WBE.

Osburn Associates, Inc.



A Manufacturing Company

June 10, 2011

City of Baltimore
The Office of Comptroller
Room 204 City Hall
100 North Holliday Street
Baltimore, Maryland 21202

Attn: Joan M Pratt, CPA

Re: RFB Solicitation Number: B50001914 (Reflective Sign Sheeting/Protest)

This letter will serve as our formal protest against the recommendation of award to 3M Company. (see attached) We respectfully request the City of Baltimore (City) to review the attached supporting documents for Avery Dennison Fluorescent Yellow Green (T-11513) and Fluorescent Orange (W-11514) and award Osburn Associates, Inc. (Osburn) for Solicitation Number B50001914 - Reflective Sign Sheeting (Solicitation), which is the responsive and responsible low bidder.

Grounds of Protest:

1. Osburn is the low bidder for the Solicitation
2. Osburn is a responsive and responsible bidder.
3. The products Osburn bid meet all the required specifications in the Solicitation.

OmniCube T-11513 (Fluorescent Yellow-Green) and W-11514 (Fluorescent Orange) manufactured by Avery Dennison Corporation have been well accepted by more than dozen states.:

- a) A certification of compliance by an independent testing lab (Calcoast)
 - b) Two (2) year test results from the NTPEP (National Transportation Product Evaluation Program) sponsored by AASHTO (American Association of State Highway and Transportation Officials). Only one (1) year is required for Fluorescent Orange. The three (3) year test results for T-11513 is not available till October 2011. The 3,000 hours of Artificial Accelerated Weathering Testing Results will assure the City for ten (10) year durability.
 - c) Avery's Certification for ASTM D 4956-09 Type XI
 - d) Avery's Product Data Bulletin and Warranty
4. The City encourages competition with GC6. Fair Competition (General Conditions of Bid, Proposal, and Contract):

"A. Competition is encouraged even though a particular manufacturer's name or brand is specified to indicate the level of quality desired. Bids/proposals will be considered on other brands as "or equal" when the Offeror indicates clearly the product (Brand and Model Number) which is being offered."

City of Baltimore
The Office of Comptroller
June 10, 2011
Page 2 of 2

Relief:

Reviewing the above documents, we respectfully request the City to award Osburn Associates, Inc. for the Solicitation.

We appreciate your immediate attention to our response letter.

Please feel free to contact me at 800-523-8917(Cell: 740-438-3070), if you have any questions.

Sincerely,



Steven C Gastin

CC: Joseph Mazza – City Purchasing Agent
Bolu Oluwasuji – Engineer III,PH (Purchasing Agent)
Laurie Girton – Avery Dennison

Attachment:

1. Bid Tabulation
2. Recommendation of Award
3. Calcoast Certificate (Artificial Accelerated Weathering Testing)
4. 2 year NTPEP Test Results
5. Avery Certification for ASTM D 4956-09 Type XI
6. Product Data Bulletin and Warranty

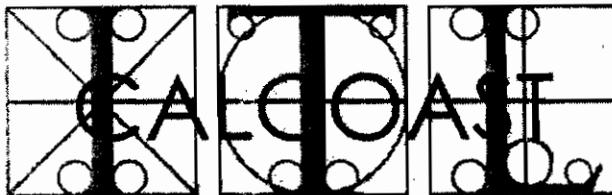
Steve Gastin

From: Gonzalez, Nancy [Nancy.Gonzalez@baltimorecity.gov]
Sent: Thursday, June 09, 2011 3:50 PM
To: csramericantrafficsafetymtlsinc@yahoo.com; tbidgroup@mmm.com; bob@gardenstatehwy.com; scgastin@osburnsigns.com
Cc: Oluwasuji, Bolu; Mazza, Joseph
Subject: Solicitation Number B50001914 - Reflective Sign Sheeting

The Bureau of Purchases will recommend an award of **Solicitation Number B50001914 – Reflective Sign Sheeting** to the vendor(s) listed below at the Board of Estimates meeting on Wednesday, 06/15/11. This is our best estimate of when the award will be considered; however, in unusual circumstances the Board's consideration may be delayed. If so, you will be notified of that delay as quickly as possible. A copy of the Board agenda may be obtained via the Internet at www.comptroller.baltimorecity.gov.

3M Company

Sent on behalf of
Joseph D. Mazza, CPPO
City Purchasing Agent
Baltimore City Bureau of Purchases



INDUSTRIAL TESTING LABORATORY

Report No. 100315-01H

Page 1 of 14

TEST REPORT

Report Date: 10 December 2010

Project Name: Avery Dennison OmniCube T-11500 Series Retroreflective Sheeting (Type XI)

Submitted by: Avery Dennison Mount Prospect, IL 60056

Test Laboratory: Calcoast - ITL Emeryville, CA 94608

Products Tested: T-11500 White, T-11501 Yellow, T-11507 Green, T-11508 Red, T-11505 Blue, T-11513 Fl. Yellow-Green, T-11511 Fluorescent Yellow, W-11514 Fluorescent Orange (Workzone)

SUMMARY

Specification: ASTM D4956-09^{e1} Sheeting Type XI, Class 1 Backing

- 6.2 Coefficient of Retroreflection ...Passed
6.3 Daytime Color and Luminance ...Passed
6.4 Outdoor Weathering ...Not Tested
6.5 Colorfastness [Artificial Accelerated Weathering Based] ...Passed
6.6 Shrinkage ...Passed
6.7 Flexibility ...Passed
6.8 Liner Removal ...Passed
6.9 Adhesion ...Passed
6.10 Impact Resistance ...Passed
6.11 Nighttime Color ...Passed
Specular Gloss+ ...Passed
S1. Fungus Resistance ...Passed
S3. Artificial Accelerated Weathering (Modified Xenon) ...Passed

+ - Dropped for -09 version, tested for backward compatibility to previous versions

Written by: Douglas G. Cummins Photometric Engineer

Approved by: Mark A. Evans Laboratory Director

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

6.2 Coefficient of Retroreflection

Requirement: ASTM D4956 Table 10 (Type XI Sheeting)
Test Method: ASTM E810 - Test Distance 100 feet (30.5 m)
Projector: Hoffman GPS-102 (Illuminant A, 1.13 fc, 30" diameter)

Coefficient of Retroreflection (R_A) determined by measuring three (3) 8"x8" samples, sampled in accordance with D4956 Section 9.1 and mounted on 0.040" thick 6061-T6 aluminum panels, at two rotation angles ($\epsilon=0^\circ$ and $\epsilon=90^\circ$) and averaging. $\epsilon=0^\circ$ arbitrarily defined as orientation parallel to roll direction (sheeting's square element walls vertical / inline with projector & detectors half-plane).

Tested in accordance to ASTM E810 10.7.1 - since no rotation angle is specified the average of the two orientations ($\epsilon=0^\circ$ and $\epsilon=90^\circ$) is required to meet minimum requirements.

Samples received as six (6) 12" x 12" sheets per color labeled by Avery Dennison as to where on the roll the samples originated from the original 1 yard x 1 yard sampling. The reflex samples were taken from the samples labeled as from the diagonal in accordance with D4956 Section 9.1

Units: Candela per footcandle per square foot (Candela per Lux per square meter)

0.2° Observation Angle

Entrance Angle:		-4°				+30°			
Sample		0°	90°	Avg.	Min R_A	0°	90°	Avg.	Min R_A
T-11500 White	#1	612.3	611.5	611.9	464	263.3	264.1	263.7	176
	#2	614.8	614.9	614.9	464	260.0	262.5	261.3	176
	#3	624.8	621.1	623.0	464	264.9	259.1	262.0	176
	Average	617.3	615.8	616.6	580	262.7	261.9	262.3	220
T-11501 Yellow	#1	529.8	529.8	529.8	348	228.4	229.8	229.1	132
	#2	529.6	526.5	528.1	348	224.3	226.6	225.5	132
	#3	542.8	539.7	541.3	348	227.5	229.5	228.5	132
	Average	534.1	532.0	533.0	435	226.7	228.6	227.7	165
T-11507 Green	#1	122.0	121.7	121.9	46	45.3	46.0	45.7	18
	#2	122.7	126.2	124.5	46	47.1	44.1	45.6	18
	#3	127.4	128.8	128.1	46	48.7	49.1	48.9	18
	Average	124.0	125.6	124.8	58	47.0	46.4	46.7	22
T-11508 Red	#1	159.6	161.4	160.5	70	70.5	67.2	68.9	26
	#2	159.4	158.7	159.1	70	69.0	68.7	68.9	26
	#3	163.0	166.2	164.6	70	73.0	66.9	70.0	26
	Average	160.7	162.1	161.4	87	70.8	67.6	69.2	33
T-11505 Blue	#1	81.7	82.6	82.2	20.8	30.7	30.2	30.5	8.0
	#2	82.2	84.5	83.4	20.8	31.0	28.8	29.9	8.0
	#3	80.6	82.8	81.7	20.8	30.2	28.3	29.3	8.0
	Average	81.5	83.3	82.4	26.0	30.6	29.1	29.9	10.0
T-11513 Fluor. Yellow- Green	#1	600.3	606.2	603.3	368	284.9	263.0	274.0	136
	#2	556.7	550.9	553.8	368	265.9	232.0	249.0	136
	#3	565.6	570.1	567.9	368	279.0	252.3	265.7	136
	Average	574.2	575.7	575.0	460	276.6	249.1	262.9	170
T-11511 Fluor. Yellow	#1	362.7	368.3	365.5	280	163.4	167.3	165.4	104
	#2	362.2	368.9	365.6	280	169.0	161.5	165.3	104
	#3	369.8	369.3	369.6	280	167.1	169.6	168.4	104
	Average	364.9	368.8	366.9	350	166.5	166.1	166.3	130

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

0.2° Observation Angle

Entrance Angle:		-4°				+30°			
Sample		0°	90°	Avg.	Min R _A	0°	90°	Avg.	Min R _A
W-11514 Fluor. Orange	#1	225.4	226.2	225.8	140	96.9	97.8	97.4	60
	#2	224.0	227.9	226.0	140	95.9	89.8	92.9	60
	#3	233.5	234.8	234.2	140	102.2	98.6	100.4	60
	Average	227.6	229.6	228.6	175	98.3	95.4	96.9	75

0.5° Observation Angle

Entrance Angle:		-4°				+30°			
Sample		0°	90°	Avg.	Min R _A	0°	90°	Avg.	Min R _A
T-11500 White	#1	480.8	501.3	491.1	336	187.0	188.3	187.7	120
	#2	486.5	500.7	493.6	336	179.5	192.7	186.1	120
	#3	491.6	506.3	499.0	336	184.6	192.9	188.8	120
	Average	486.3	502.8	494.5	420	183.7	191.3	187.5	150
T-11501 Yellow	#1	425.5	440.4	433.0	252	158.0	161.9	160.0	88
	#2	421.4	435.4	428.4	252	154.2	163.8	159.0	88
	#3	429.1	438.9	434.0	252	155.1	165.5	160.3	88
	Average	425.3	438.2	431.8	315	155.8	163.7	159.8	110
T-11507 Green	#1	89.2	94.2	91.7	34	34.3	36.2	35.3	12
	#2	91.8	97.4	94.6	34	35.7	35.8	35.8	12
	#3	95.0	99.6	97.3	34	36.3	39.3	37.8	12
	Average	92.0	97.1	94.5	42	35.4	37.1	36.3	15
T-11508 Red	#1	132.2	137.4	134.8	50	45.3	43.1	44.2	18
	#2	131.3	134.5	132.9	50	43.1	44.6	43.9	18
	#3	134.5	137.9	136.2	50	46.2	43.6	44.9	18
	Average	132.7	136.6	134.6	63	44.9	43.8	44.3	23
T-11505 Blue	#1	59.1	60.4	59.8	15	23.9	24.9	24.4	5.6
	#2	59.0	62.2	60.6	15	24.4	23.9	24.2	5.6
	#3	57.9	60.9	59.4	15	23.8	23.9	23.9	5.6
	Average	58.7	61.2	59.9	19	24.0	24.2	24.1	7.0
T-11513 Fluor. Yellow- Green	#1	441.0	473.6	457.3	272	183.5	174.5	179.0	96
	#2	424.0	447.4	435.7	272	175.9	169.2	172.6	96
	#3	427.1	465.3	446.2	272	181.7	177.6	179.7	96
	Average	430.7	462.1	446.4	340	180.4	173.8	177.1	120
T-11511 Fluor. Yellow	#1	300.9	319.1	310.0	200	108.9	113.2	111.1	72
	#2	307.1	326.2	316.7	200	109.6	113.0	111.3	72
	#3	305.0	323.7	314.4	200	111.1	117.7	114.4	72
	Average	304.3	323.0	313.7	250	109.9	114.6	112.3	90

0.5° Observation Angle

Entrance Angle:		-4°				+30°			
Sample		0°	90°	Avg.	Min R _A	0°	90°	Avg.	Min R _A
W-11514 Fluor. Orange	#1	186.4	189.4	187.9	100	61.5	64.9	63.2	36
	#2	186.2	192.7	189.5	100	62.8	60.1	61.5	36
	#3	189.6	192.7	191.2	100	65.6	66.2	65.9	36
	Average	187.4	191.6	189.5	125	63.3	63.7	63.5	45

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

1.0° Observation Angle

Entrance Angle:		-4°				+30°			
Sample		0°	90°	Avg.	Min R _A	0°	90°	Avg.	Min R _A
T-11500 White	#1	127.9	130.1	129.0	96	60.9	62.9	61.9	36
	#2	126.3	131.5	128.9	96	57.9	63.4	60.7	36
	#3	127.4	133.6	130.5	96	58.8	63.6	61.2	36
	Average	127.2	131.7	129.5	120	59.2	63.3	61.3	45
T-11501 Yellow	#1	112.9	117.5	115.2	72	52.8	55.6	54.2	27
	#2	110.8	117.6	114.2	72	51.7	55.5	53.6	27
	#3	111.0	115.6	113.3	72	51.4	55.8	53.6	27
	Average	111.6	116.9	114.2	90	52.0	55.6	53.8	34
T-11507 Green	#1	22.4	24.1	23.3	9.6	9.4	10.3	9.9	4.0
	#2	23.0	24.7	23.9	9.6	9.6	10.5	10.1	4.0
	#3	24.0	25.4	24.7	9.6	9.7	10.8	10.3	4.0
	Average	23.1	24.7	23.9	12	9.6	10.5	10.1	5.0
T-11508 Red	#1	37.4	38.6	38.0	14	17.7	18.0	17.9	5.6
	#2	37.2	38.9	38.1	14	17.2	18.2	17.7	5.6
	#3	37.7	37.9	37.8	14	18.0	18.2	18.1	5.6
	Average	37.4	38.5	38.0	18	17.6	18.1	17.9	7.0
T-11505 Blue	#1	14.5	15.1	14.8	4.0	6.0	6.4	6.2	1.6
	#2	14.6	15.1	14.9	4.0	6.0	6.4	6.2	1.6
	#3	14.4	15.6	15.0	4.0	5.9	6.5	6.2	1.6
	Average	14.5	15.3	14.9	5.0	6.0	6.4	6.2	2.0
T-11513 Fluor. Yellow- Green	#1	131.1	123.0	127.1	77	62.4	61.6	62.0	29
	#2	130.4	125.5	128.0	77	59.7	64.5	62.1	29
	#3	127.2	122.4	124.8	77	59.6	63.8	61.7	29
	Average	129.6	123.6	126.6	96	60.6	63.3	61.9	36
T-11511 Fluor. Yellow	#1	81.9	84.5	83.2	58	39.2	42.1	40.7	22
	#2	82.5	88.9	85.7	58	39.4	43.0	41.2	22
	#3	83.8	88.0	85.9	58	39.0	42.8	40.9	22
	Average	82.7	87.1	84.9	72	39.2	42.6	40.9	27

1.0° Observation Angle

Entrance Angle:		-4°				+30°			
Sample		0°	90°	Avg.	Min R _A	0°	90°	Avg.	Min R _A
W-11514 Fluor. Orange	#1	50.3	52.6	51.5	29	23.4	25.4	24.4	11
	#2	50.2	52.8	51.5	29	23.4	24.2	23.8	11
	#3	51.4	54.1	52.8	29	24.2	25.1	24.7	11
	Average	50.6	53.2	51.9	36	23.7	24.9	24.3	14

Individual sample's Coefficient of Retroreflection may be 80% of required so long as average of three samples meets minimum requirement.

Products meet Coefficient of Retroreflection requirements for Type XI Sheeting.

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

6.3 Daytime Color and Luminance

Requirement: ASTM D4956 Tables 2 and 11 (Type XI Sheeting)
Test Method: ASTM E308, E1347, E1349, E991, E1164
(Illuminant D65, 2° Observer, Annular 45/0 Geometry)
Average of 8 reads, each read oriented 45° apart
Instrument: Hunterlab Colorflex A60 Spectrocolorimeter (No SCF available)

Product	Color	x	y	Y		
				Measured	Minimum	Maximum
T-11500	White	0.3064	0.3232	38.94	27	-
T-11501	Yellow	0.5051	0.4794	25.24	15	45
T-11507	Green	0.1373	0.4470	7.03	3.0	12
T-11508	Red	0.6762	0.3165	4.96	2.5	15
T-11505	Blue	0.1423	0.1293	5.42	1.0	10
T-11513	Fl. Y-G	0.4089	0.5474	66.98	60	-
T-11511	Fl. Yel	0.5272	0.4691	57.89	40	-
W-11514	Fl. Org	0.6194	0.3740	30.32	20	-

Products meet Daytime Color and Luminance requirements.

Note: See page 6 for plot against color boundaries.

6.4 Accelerated Outdoor Weathering

Requirement: 80% of ASTM D4956 Table 10 (Type XI), 0.2° observation only
Test Method: ASTM E810, G7

Not Tested - see S3 Artificial Accelerated Weathering

6.5 Colorfastness

Requirement: ASTM D4956 Tables 2 and 11 (Type XI Sheeting)
Test Method: ASTM E308, E1347, E1349, E991, E1164
(Illuminant D65, 2° Observer, Annular 45/0 Geometry)
Average of 8 reads, each read oriented 45° apart
Instrument: Hunterlab Colorflex A60 Spectrocolorimeter (No SCF available)

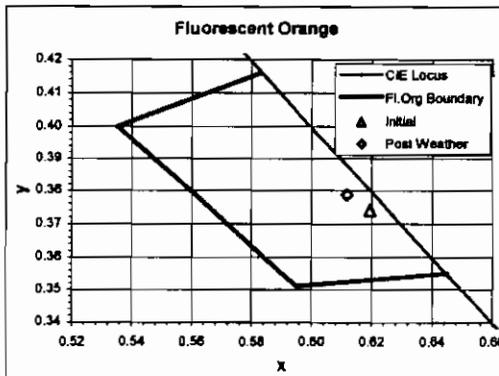
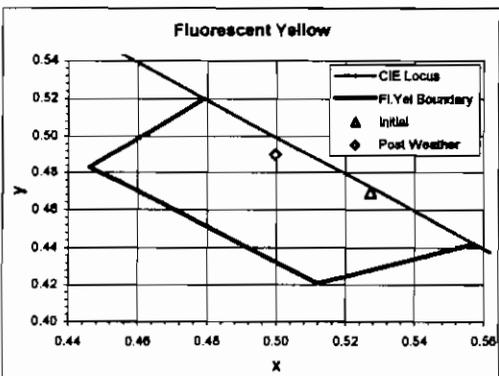
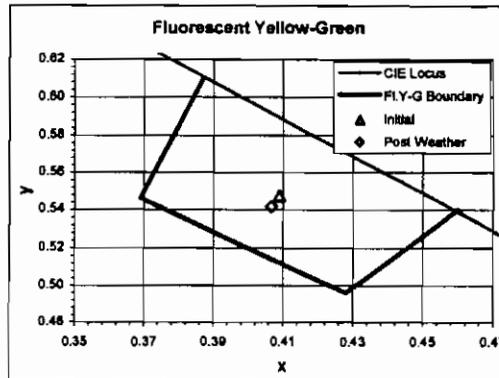
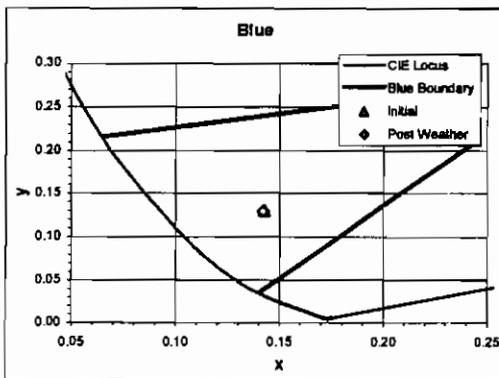
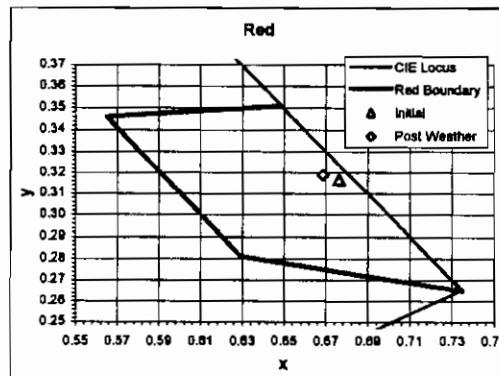
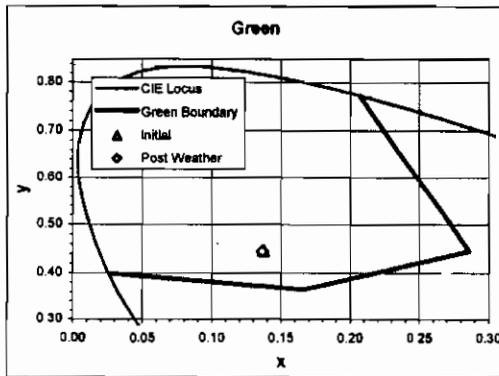
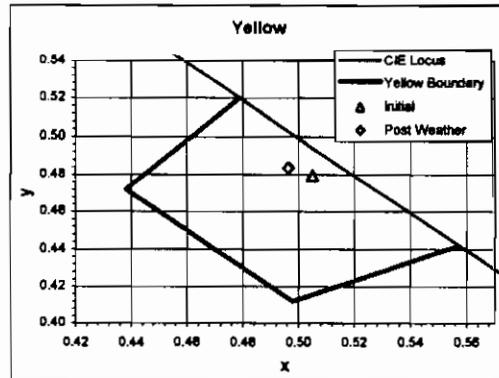
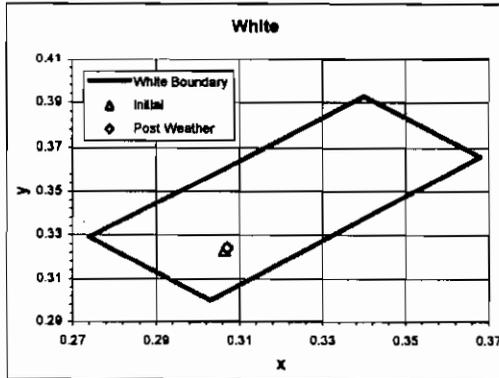
Post 2200/500 hour ASTM G155 Xenon Artificial Accelerated Weathering (see page 13).

Product	Color	x	y	Y		
				Measured	Minimum	Maximum
T-11500	White	0.3071	0.3242	40.40	27	-
T-11501	Yellow	0.4964	0.4835	26.68	15	45
T-11507	Green	0.1363	0.4451	7.42	3.0	12
T-11508	Red	0.6686	0.3189	5.40	2.5	15
T-11505	Blue	0.1418	0.1293	5.34	1.0	10
T-11513	Fl. Y-G	0.4067	0.5417	67.05	60	-
T-11511	Fl. Yel	0.4997	0.4899	68.47	40	-
W-11514	Fl. Org	0.6118	0.3787	32.16	20	-

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

Daytime Color Plots



TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

6.6 Shrinkage

Requirement: ASTM D4956 6.6

Test Method: ASTM D4956 7.8

Product	Color	Side	10 minutes		24 hours	
			Measured	Maximum Allowed	Measured	Maximum Allowed
T-11500	White	1	N/C	1/32"	N/C	1/8"
		2	N/C		+1/64	
		3	N/C		N/C	
		4	N/C		N/C	
T-11501	Yellow	1	N/C	1/32"	N/C	1/8"
		2	N/C		N/C	
		3	-1/64		-1/64	
		4	N/C		N/C	
T-11507	Green	1	N/C	1/32"	N/C	1/8"
		2	N/C		N/C	
		3	N/C		-1/64	
		4	N/C		N/C	
T-11508	Red	1	N/C	1/32"	N/C	1/8"
		2	N/C		N/C	
		3	N/C		N/C	
		4	N/C		N/C	
T-11505	Blue	1	N/C	1/32"	N/C	1/8"
		2	N/C		N/C	
		3	N/C		N/C	
		4	N/C		-1/64	
T-11513	Fl. Y-G	1	N/C	1/32"	N/C	1/8"
		2	N/C		N/C	
		3	N/C		N/C	
		4	N/C		N/C	
T-11511	Fl. Yel	1	N/C	1/32"	N/C	1/8"
		2	N/C		+1/64	
		3	N/C		+1/64	
		4	N/C		+1/64	
W-11514	Fl. Org	1	+1/64	1/32"	+1/64	1/8"
		2	-1/64		-1/64	
		3	N/C		N/C	
		4	N/C		N/C	

N/C indicates no change.

Products meet Shrinkage requirements.

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

6.7 Flexibility

Requirement: ASTM D4956 6.7
Test Method: ASTM D4956 7.9

Samples prepared by removing protective liner and liberally applying talc on adhesive side. Samples then bent around ¼" diameter mandrel by grasping long ends of sample and placing center of sample at the mandrel with adhesive side contacting mandrel, then pulling long ends downward and together within 1 second until material had a 180° bend at its center. Samples tested in three (3) orientations - 0°, 45°, and 90° as defined for coefficient of retroreflection.

Product	Color	Results		
		0°	45°	90°
T-11500	White	No cracking.	No cracking.	No cracking.
T-11501	Yellow	No cracking.	No cracking.	No cracking.
T-11507	Green	No cracking.	No cracking.	No cracking.
T-11508	Red	No cracking.	No cracking.	No cracking.
T-11505	Blue	No cracking.	No cracking.	No cracking.
T-11513	Fl. Y-G	No cracking.	No cracking.	No cracking.
T-11511	Fl. Yel	No cracking.	No cracking.	No cracking.
W-11514	Fl. Org	No cracking.	No cracking.	No cracking.

Products meet Flexibility requirements.

6.8 Liner Removal

Requirement: ASTM D4956 6.8
Test Method: ASTM D4956 7.10

Samples exposed to accelerated storage conditions of 71°C at 2.5 psi for 4 hours then cooled to 23°C for 1 hour.

Product	Color	Results
T-11500	White	Liner easily removed without assistance and did not break, tear, or remove adhesive.
T-11501	Yellow	Liner easily removed without assistance and did not break, tear, or remove adhesive.
T-11507	Green	Liner easily removed without assistance and did not break, tear, or remove adhesive.
T-11508	Red	Liner easily removed without assistance and did not break, tear, or remove adhesive.
T-11505	Blue	Liner easily removed without assistance and did not break, tear, or remove adhesive.
T-11513	Fl. Y-G	Liner easily removed without assistance and did not break, tear, or remove adhesive.
T-11511	Fl. Yel	Liner easily removed without assistance and did not break, tear, or remove adhesive.
W-11514	Fl. Org	Liner easily removed without assistance and did not break, tear, or remove adhesive.

Products meet Liner Removal requirements.

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

6.9 Adhesion

Requirement: ASTM D4956 6.9

Test Method: ASTM D4956 7.5

4" each of two (2) 1"x6" sheeting samples were bonded to 0.040" thick degreased and acid-etched 6061-T6 aluminum panels. After conditioning, a 0.79kg weight was hung from the free end of sample 90° to the panel. After 5 minutes, the peel distance was measured.

Product	Color	Peel Distance		Maximum
		1	2	
T-11500	White	0	0	2.0"
T-11501	Yellow	0	0	
T-11507	Green	0	0	
T-11508	Red	0	0	
T-11505	Blue	0	0	
T-11513	Fl. Y-G	0	0	
T-11511	Fl. Yel	0	0	
W-11514	Fl. Org	0	0	

Products meet Adhesion requirements.

6.10 Impact Resistance

Requirement: ASTM D4956 6.10

Test Method: ASTM D4956 7.11

Samples mounted to 0.040" thick 6061-T6 aluminum and subjected to a 10 in-lb impact from a mass with a steel $\frac{3}{8}$ " diameter round tip.

Product	Color	Results
T-11500	White	No cracking or delamination outside impact area.
T-11501	Yellow	No cracking or delamination outside impact area.
T-11507	Green	No cracking or delamination outside impact area.
T-11508	Red	No cracking or delamination outside impact area.
T-11505	Blue	No cracking or delamination outside impact area.
T-11513	Fl. Y-G	No cracking or delamination outside impact area.
T-11511	Fl. Yel	No cracking or delamination outside impact area.
W-11514	Fl. Org	No cracking or delamination outside impact area.

Products meet Impact Resistance requirements.

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

6.11 Nighttime Color

Requirement: ASTM D4956 Table 13
 Test Method: ASTM E811, E308
 (Illuminant A, 2° Observer, +5°/0.33° Geometry at 10 feet)
 Average of 3 reads
 Instrument: Photo Research PR-650 Spectroradiometer

Product	Color	Initial		Post Weathering	
		x	y	x	y
T-11500	White	0.4552	0.4126	0.4558	0.4133
T-11501	Yellow	0.5330	0.4544	0.5291	0.4556
T-11507	Green	0.1997	0.6218	0.2019	0.6196
T-11508	Red	0.6734	0.3231	0.6667	0.3275
T-11505	Blue	0.1257	0.3442	0.1265	0.3490
T-11513	Fl. Y-G	0.5207	0.4654	0.5188	0.4634
T-11511	Fl. Yel	0.5877	0.4102	0.5729	0.4228
W-11514	Fl. Org	0.6340	0.3631	0.6285	0.3667

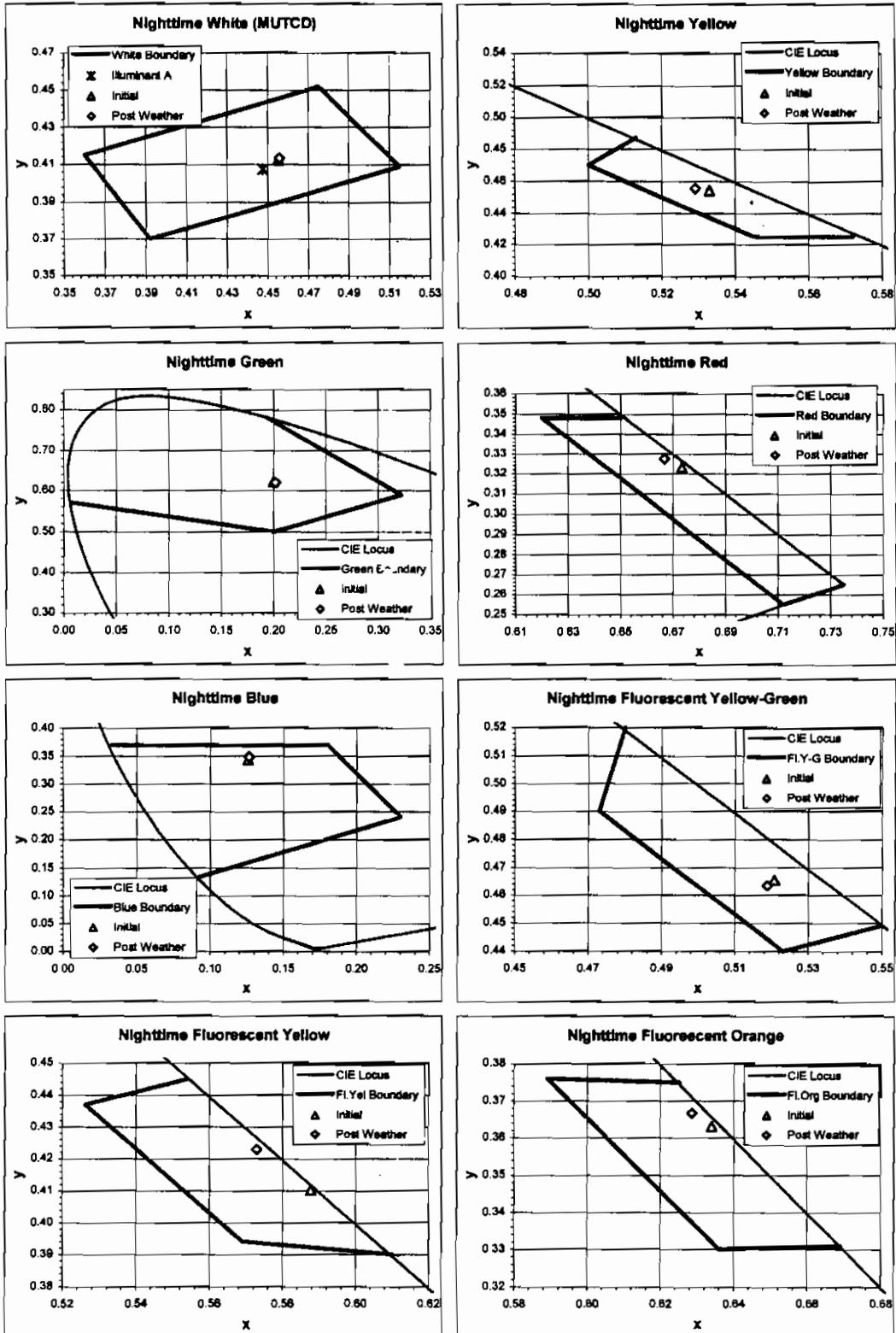
Products meet Nighttime Color requirements.

Note: D4956 has no White requirements; using MUTCD White requirements.
 All other color requirements identical to MUTCD requirements.
 See page 11 for plot against color boundaries.

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

Nighttime Color Plots



TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

Specular Gloss (85°)

Requirement: ASTM D4956-07^{e1} 6.11
*Note: Specular Gloss has been removed from ASTM D4956-09
 Test included for backward compatibility*
 Test Method: ASTM D523 (85°)
 Instrument: Gardco 85° Glossmeter

Gloss was measured across three (3) orientations ($\epsilon=0^\circ, 45^\circ, \text{ and } 90^\circ$) and averaged.

Product	Color	Measured				Minimum
		0°	45°	90°	Avg	
T-11500	White	91.9	94.4	95.8	94.0	40
T-11501	Yellow	99.1	93.7	95.2	96.0	
T-11507	Green	97.8	98.8	97.6	98.1	
T-11508	Red	96.2	96.2	95.7	96.0	
T-11505	Blue	92.3	96.2	96.0	94.8	
T-11513	Fl. Y-G	96.2	94.5	98.0	96.2	
T-11511	Fl. Yel	97.4	95.4	96.8	96.5	
W-11514	Fl. Org	96.9	98.5	95.8	97.1	

Products meet Specular Gloss requirements.

S1. Fungus Resistance

Requirement: ASTM D4956 S1.3.11
 Test Method: ASTM D4956 S1

Per request, only the T-11500 White was tested for Fungus Resistance.

Three (3) samples of sheeting were exposed to *Aspergillus niger* culture for 14 days placed firmly on an agar medium.

Product	Color	Results
T-11500	White	No fungal growth, surface texturing, or pitting.

Specified product meets Fungus Resistance requirements.

TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

S3. Artificial Accelerated Weathering (Modified)

Requirement: 80% of ASTM D4956 Table 10 (Type XI), 0.2° observation only
Test Method: ASTM G155, Cycle 1; ASTM E810

Three (3) 3"x6" samples, each mounted on a 0.040" thick 6061-T6 aluminum panel, were exposed for 2200 hours (500 hours for W-11514 Fl. Org Workzone) to Xenon-Arc Accelerated Weathering per ASTM G155, Cycle 1. After washing in a mild detergent solution and dried, samples' Coefficient of Retroreflection was measured at two rotation angles ($\epsilon=0^\circ$ and $\epsilon=90^\circ$) and averaged.

Units: Candela per footcandle per square foot (Candela per Lux per square meter)

Entrance Angle:		-4°				+30°			
Sample		0°	90°	Avg.	Min R _A	0°	90°	Avg.	Min R _A
T-11500 White	#1	621.8	621.8	621.8	464	263.3	260.6	262.0	176
	#2	619.1	624.3	621.7	464	259.1	246.9	253.0	176
	#3	615.5	611.2	613.4	464	263.2	261.4	262.3	176
	Average	618.8	619.1	619.0	464	261.9	256.3	259.1	176
T-11501 Yellow	#1	556.4	565.8	561.1	348	241.2	220.4	230.8	132
	#2	559.0	565.3	562.2	348	236.2	222.3	229.3	132
	#3	544.8	549.4	547.1	348	235.8	235.6	235.7	132
	Average	553.4	560.2	556.8	348	237.7	226.1	231.9	132
T-11507 Green	#1	126.5	127.4	127.0	46	48.2	49.9	49.1	18
	#2	116.0	119.1	117.6	46	45.1	43.8	44.5	18
	#3	126.2	128.6	127.4	46	47.8	49.6	48.7	18
	Average	122.9	125.0	124.0	46	47.0	47.8	47.4	18
T-11508 Red	#1	183.1	180.9	182.0	70	77.6	79.7	78.7	26
	#2	176.5	175.7	176.1	70	75.7	77.9	76.8	26
	#3	178.3	178.3	178.3	70	76.9	79.7	78.3	26
	Average	179.3	178.3	178.8	70	76.7	79.1	77.9	26
T-11505 Blue	#1	86.7	88.6	87.7	21	32.2	32.8	32.5	8.0
	#2	83.3	82.5	82.9	21	29.1	30.7	29.9	8.0
	#3	77.2	79.5	78.4	21	29.0	28.2	28.6	8.0
	Average	82.4	83.5	83.0	21	30.1	30.6	30.3	8.0
T-11513 Fluor. Yellow- Green	#1	548.8	505.3	527.1	368	227.8	224.5	226.2	136
	#2	513.3	515.3	514.3	368	228.9	212.0	220.5	136
	#3	521.6	528.0	524.8	368	242.9	226.8	234.9	136
	Average	527.9	516.2	522.1	368	233.2	221.1	227.2	136
T-11511 Fluor. Yellow	#1	351.0	353.2	352.1	280	161.0	163.1	162.1	104
	#2	350.9	344.2	347.6	280	158.0	168.7	163.4	104
	#3	346.8	353.1	350.0	280	159.4	174.7	167.1	104
	Average	349.6	350.2	349.9	280	159.5	168.8	164.2	104

0.2° Observation Angle

Entrance Angle:		-4°				+30°			
Sample		0°	90°	Avg.	Min R _A	0°	90°	Avg.	Min R _A
W-11514 Fluor. Orange	#1	230.4	238.4	234.4	140	99.2	92.2	95.7	60
	#2	251.5	258.0	254.8	140	102.8	96.8	99.8	60
	#3	247.3	251.4	249.4	140	105.1	105.1	105.1	60
	Average	243.1	249.3	246.2	140	102.4	98.0	100.2	60

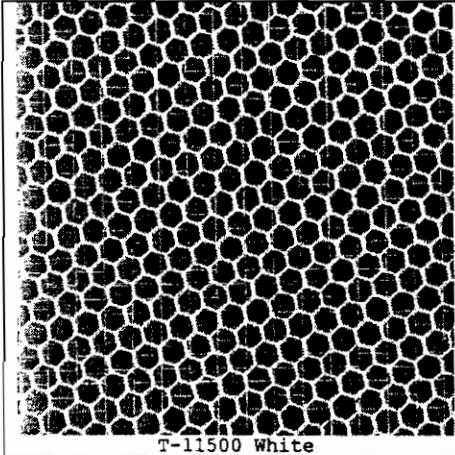
Samples show no appreciable cracking, scaling, pitting, blistering, edge lifting, or curling, or more than 1/32" shrinkage or expansion.

Products meet Artificial Accelerated Weathering requirements.

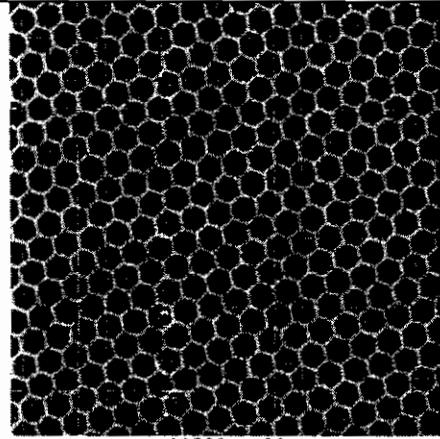
TEST DATA SHEET

Project Name: Avery Dennison OmniCube T-11500 Series
Retroreflective Sheeting (Type XI)

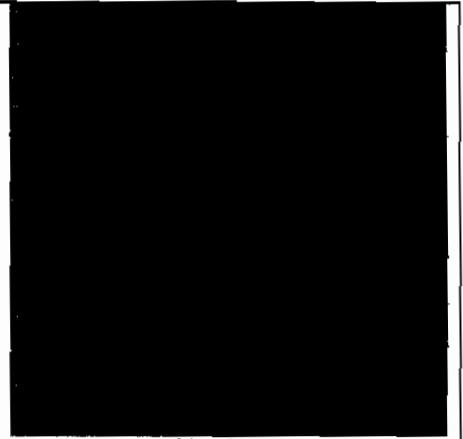
Photographs



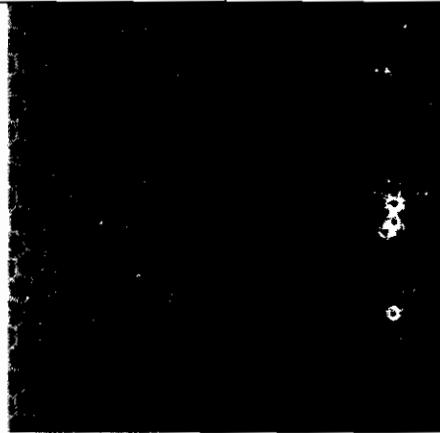
T-11500 White



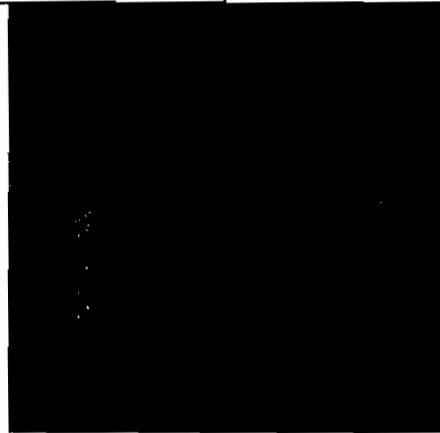
T-11501 Yellow



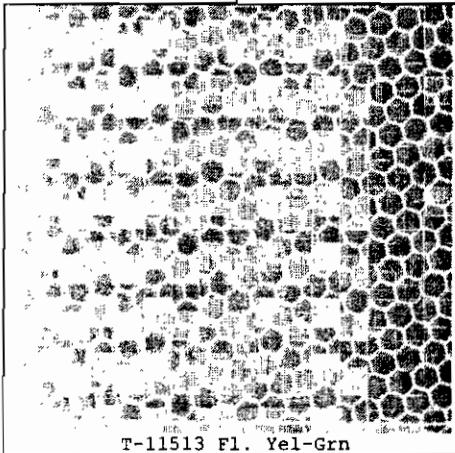
T-11507 Green



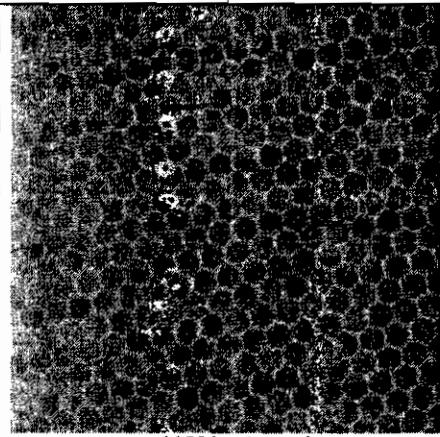
T-11508 Red



T-11505 Blue



T-11513 Fl. Yel-Grn



T-11511 Fl. Yel



W-11514 Fl. Org



Sheeting Orientation

McDowell, Virginia DOT
State Test Deck Data

Submittal Year	2008
SSM Number	SSM-08-1296
Manufacturer	Avery Dennison
Sheeting Name	Avery Dennison Prismatic
Sheeting Number	T-11513
Sheeting Color	Fluorescent Yellow Green
Sheeting Type	unassigned

Coefficient of Retroreflection (R')
Light Tunnel - (cd/lux/m²)

Ent/Obs	-4 / 0.2							
	Initial		1 year		2 year		3 year	
Rotation	0°	90°	0°	90°	0°	90°	0°	90°
Sample A	636	611			608	589		
Sample B	618	592			592	569		
File Specimen	634	627			634	618		
Ent/Obs	+30 / 0.2							
	Initial		1 year		2 year		3 year	
Rotation	0°	90°	0°	90°	0°	90°	0°	90°
Sample A	296	257			277	244		
Sample B	286	259			265	249		
File Specimen	293	283			287	274		

Portable Reflectometer Reading (0° and 90°)

	Initial		6 month		1 year		2 year		3 year	
Rotation	0°	90°	0°	90°	0°	90°	0°	90°	0°	90°
Sample A	657	673	599	608	647	667	634	608		
Sample B	604	614	618	610	651	647	625	573		
File Specimen	644	671	622	609	659	656	630	626		

Portable Reflectometer Reading (Annular)

	Initial	6 month	1 year	2 year	3 year
Sample A					
Sample B					
File Specimen					

Color Coordinates - Laboratory Instrument

		Initial	1 year	2 year	3 year
Avg. (A + B)	x	0.413		0.413	
	y	0.545		0.543	
	Lum. Fact. (%)	71.5		69.9	
File Specimen	x	0.413		0.414	
	y	0.546		0.545	
	Lum. Fact. (%)	72.1		71.0	

Color Coordinates - Portable Instrument

		Initial	6 month	1 year	2 year	3 year
Avg. (A + B)	x	0.415	0.415	0.410	0.410	
	y	0.499	0.542	0.545	0.546	
	Lum. Fact. (%)	64.6	64.8	69.3	69.3	
File Specimen	x	0.416	0.415	0.410	0.416	
	y	0.544	0.543	0.545	0.548	
	Lum. Fact. (%)	65.2	65.9	70.9	70.7	

Visual Evaluation

Time	Shrinkage	Cracking	Blistering	Appearance
6 month	NONE	NONE	NONE	no change
1 year	None	None	None	Few spots
2 year	None	None	None	spots
3 year				

McDowell, Virginia DOT
State Test Deck Data

Submittal Year	2008
SSM Number	SSM-08-1297
Manufacturer	Avery Dennison
Sheeting Name	Avery Dennison Prismatic
Sheeting Number	W-11514
Sheeting Color	Fluorescent Orange
Sheeting Type	unassigned, Workzone

Coefficient of Retroreflection (R')
Light Tunnel - (cd/lux/m²)

Ent/Obs	-4 / 0.2							
	Initial		1 year		2 year		3 year	
Rotation	0°	90°	0°	90°	0°	90°	0°	90°
Sample A	240	250	256	264	274	285		
Sample B	241	256	256	271	275	293		
File Specimen	242	255	244	253	250	259		

Ent/Obs	+30 / 0.2							
	Initial		1 year		2 year		3 year	
Rotation	0°	90°	0°	90°	0°	90°	0°	90°
Sample A	108	111	113	115	123	125		
Sample B	110	110	114	113	123	125		
File Specimen	110	112	109	109	111	114		

Portable Reflectometer Reading (0° and 90°)

	Initial		6 month		1 year		2 year		3 year	
Rotation	0°	90°	0°	90°	0°	90°	0°	90°	0°	90°
Sample A	267	265	265	279	292	295	291	305		
Sample B	257	255	264	279	297	299	291	297		
File Specimen	269	271	278	290	272	298	273	294		

Portable Reflectometer Reading (Annular)

	Initial	6 month	1 year	2 year	3 year
Sample A					
Sample B					
File Specimen					

Color Coordinates - Laboratory Instrument

		Initial	1 year	2 year	3 year
Avg. (A + B)	x	0.621	0.616	0.606	
	y	0.367	0.369	0.374	
	Lum. Fact. (%)	30.7	31.7	32.7	
File Specimen	x	0.620	0.623	0.622	
	y	0.367	0.366	0.367	
	Lum. Fact. (%)	30.9	30.3	30.1	

Color Coordinates - Portable Instrument

		Initial	6 month	1 year	2 year	3 year
Avg. (A + B)	x	0.623	0.615	0.615	0.607	
	y	0.368	0.371	0.371	0.374	
	Lum. Fact. (%)	27.2	28.9	30.6	32.0	
File Specimen	x	0.619	0.618	0.621	0.623	
	y	0.369	0.370	0.368	0.368	
	Lum. Fact. (%)	27.7	28.0	29.7	29.3	

Visual Evaluation

Time	Shrinkage	Cracking	Blistering	Appearance
6 month	NONE	NONE	NONE	no change
1 year	None	None	None	Slightly faded
2 year	None	None	None	Faded-spots
3 year				



Graphics and Reflective Products Division
7542 N. Natchez Ave.
Niles, IL 60714
847-647-7717

June 10, 2011

City of Baltimore
The Office of Comptroller
Room 204 City Hall
100 North Holliday Street
Baltimore, Maryland 21202

Re: Certification of Avery Dennison OmniCube Series (T-11500)

To Whom It May Concern:

Avery Dennison hereby certifies that our OmniCube Series (T-11500) Retroreflective material meets or exceeds all Federal, State of Maryland and ASTM D4956 requirements for retroreflective sign sheeting for traffic control. This certification includes, but is not limited to the requirements of:

- Federal Standards,
- Sign Sheeting Requirement included in the MUTCD,
- AASHTO M268 for Type D sheeting,
- ASTM D4956 for Type IX and Type XI sheeting,
- Maryland Standard Specification, Section 950.03, Reflectorization of Signs and Channelizing Devices,
- Maryland State Highway, Traffic Control Device Design Manual

The testing of OmniCube Series has been completed by public and private agencies and test laboratories. An independent test report is included for your reference. If you have any further questions about the use and performance of Avery Dennison products, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Matt Hills', written over a horizontal line.

C. Matt Hills
Global Regulatory Affairs Manager
Avery Dennison

Avery Dennison® OmniCube™ T-11000 & W-11000 Series Full Cube Microprismatic Retroreflective Film

Issued: February 4, 2011

Revision 1

Avery Dennison® OmniCube™ T-11000 & W-11000 Series High Intensity Microprismatic Retroreflective Film takes full-cube reflective sheeting to a new level. OmniCube full-cube prisms are 100% efficient – returning approximately 60% of the available light back to the driver compared to only 40% with other prismatic reflective sheetings.

OmniCube's Intelligent Cube Technology incorporates the needs of all vehicle types; trucks, SUVs, automobiles, and motorcycles into one reflective sheeting.

OmniCube T-11000 & W-11000 is an Omni-Directional microprismatic film that incorporates tiles of full-cube microprisms arranged in multiple orientations. This feature – "Smart at Every Angle" benefits agencies by providing confidence that all signs will perform with uniform visual reflectivity at all sign face orientations.



Performance:
ASTM D4958 Type XI
See Page 2 for complete list.



Orientation: Omni-Directional



Durability: 12 year
Vertical exposure only.



Face: High-Gloss Acrylic
Retroreflective Film with
Microprisms



Adhesive: Permanent
Pressure Sensitive



Liner: Polypropylene Film

Features:

- Omni-Directional
- Designed for all drivers in trucks, SUVs, automobiles, and motorcycles
- Field proven long term durability on safety devices worldwide
- Uniform daytime and nighttime visual appearance

Conversion:

- Screen Printing
- Solvent Based Inkjet Printing
- Mild/Eco Solvent Inkjet Printing
- UV Inkjet Printing
- Thermal Die-Cut
- Flat Bed Sign-Cut
- Drum Roller Sign-Cut
- Steel Rule Sign-Cut

Applications:

- Rigid Permanent and Temporary Outdoor Signage
- Rigid Work Zone Devices
- Safety Devices that require Superior Retroreflective Performance

Product Availability*:

Traffic Products		
T-11500	White	
T-11501	Yellow	
T-11505	Blue	
T-11507	Green	
T-11508	Red	
T-11511	Fluorescent Yellow	
T-11513	Fluorescent Yellow-Green	
Work Zone Products**		
W-11514	Fluorescent Orange	
W-11142	Orange	4" Left
W-11143	Pre-Striped	4" Right
W-11144		6" Left
W-11145	Barricade	6" Right

*See Page 5 for Nomenclature

**3 Year Durability

Product Data Sheet

Page 1 of 7
Graphics & Reflective Products Division
250 Chester Street
Painesville, OH 44077



www.reflectives.averydennison.com

Avery Dennison® OmniCube™ T-11000 & W-11000 Series

Full Cube Microprismatic Retroreflective Film

Issued: February 4, 2011

Revision 1

Retroreflectivity:

Table A:
Min. coefficients of retroreflection (R_A)¹ per ASTM D4956² Type XI

Observation Angle	Color	White	Yellow	Blue	Green	Red	Fluorescent Yellow	Fluorescent Yellow-Green	Fluorescent Orange
0.1° ³	White	830	325						
	Yellow	620	245						
	Blue	37	15						
	Green	83	33						
	Red	125	50						
	Fluorescent Yellow	500	200						
	Fluorescent Yellow-Green	660	260						
	Fluorescent Orange	250	100						
0.2°	White	580	220						
	Yellow	435	165						
	Blue	26	10						
	Green	58	22						
	Red	87	33						
	Fluorescent Yellow	350	135						
	Fluorescent Yellow-Green	460	180						
	Fluorescent Orange	175	68						
0.5°	White	420	150						
	Yellow	315	110						
	Blue	19	7.0						
	Green	42	15						
	Red	63	23						
	Fluorescent Yellow	250	90						
	Fluorescent Yellow-Green	340	120						
	Fluorescent Orange	125	45						
1.0°	White	120	45						
	Yellow	90	34						
	Blue	5.0	2.0						
	Green	12	5.0						
	Red	18	7.0						
	Fluorescent Yellow	72	27						
	Fluorescent Yellow-Green	96	36						
	Fluorescent Orange	38	14						

OmniCube Series **exceeds** all values listed in **Table A** and **Table B**.

OmniCube Series also **exceeds** the current applicable requirements for the following specifications:

ASTM D4956	International
AASHTO M268	USA
CUAP	EU
GB/T 18833	China
N-CMT-5-03-001	Mexico
UNE 135340	Spain
NF XP98520	France
BSI 8408	UK
UNI 11122	Italy
JIS Z9117	Japan
SANS 1519-1	South Africa
AS/NZS 1906.1	Australia New Zealand
ABNT NBR 14644	Brazil
IRAM 3952	Argentina

Avery Dennison suggests you obtain the current requirements from your local agency and ensure product conformance with such requirements. Your Avery Dennison Representative can assist you in this regard.

¹ R_A =
candelas per foot-candle per square foot (cd/ft²) OR
Candelas per lux per square meter (cd/lx/m²)

² Measured according to ASTM E810

³ Note that 0.1° Observation angle is a "supplemental Requirement" in ASTM D4956. It represents long highway viewing distances of about 900 ft (275 Meters) and greater.

Avery Dennison® OmniCube™ T-11000 & W-11000 Series Full Cube Microprismatic Retroreflective Film

Issued: February 4, 2011

Revision 1

Colors and Specification Limits:

Figure A: Daytime Color – CIE Color Diagram

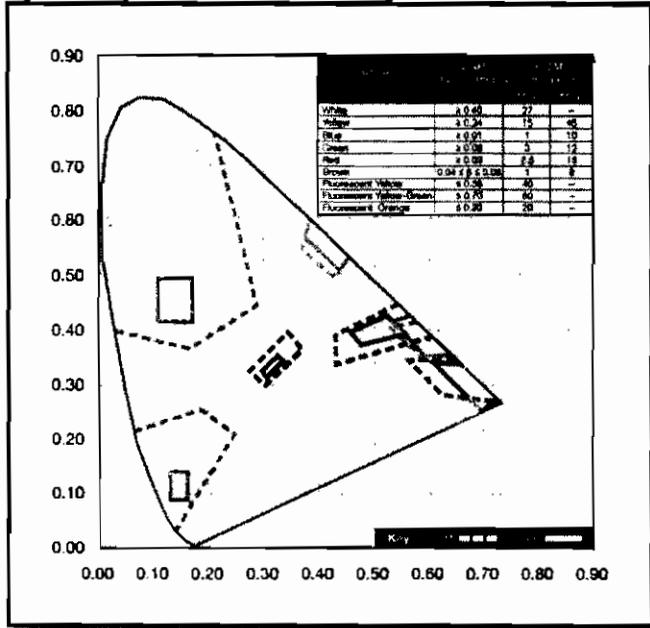
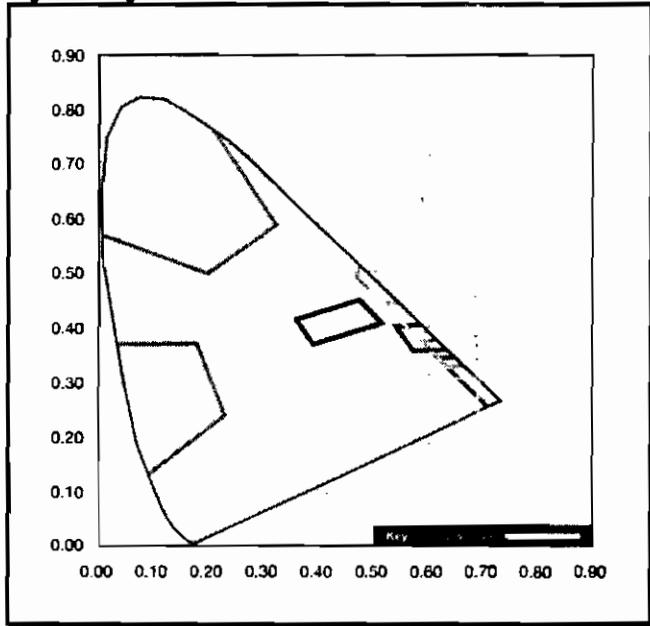


Figure B: Nighttime Color



OmniCube Series meets the current applicable daytime and nighttime color requirements for ASTM D4956 and CUAP as well as standards listed on Page 2.

Chromaticity Coordinate Limits

Figures A & B show the four pairs of chromaticity coordinates from ASTM D4956 and CUAP on the color grid.

Daytime Color

The four pairs of chromaticity coordinates in Figure A determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard Illuminant D65 and CIE Publication no. 15 using CIE Standard Illuminant D65 and CIE 45/0 geometry. Luminance factor shall comply with table in Figure A.

Note: The saturation limit of green and blue may extend to the border of the CIE chromaticity locus for spectral colors

Nighttime Color

The four pairs of chromaticity coordinates in Figure B determine the acceptable color measured using CIE Illuminant A, observation angle of 0.33 degrees, entrance angle of +5 degrees, source and receiver apertures not to exceed 10 minutes of arc, and CIE 1930 (2 degree) standard observer per ASTM D4956.

Avery Dennison® OmniCube™ T-11000 & W-11000 Series Full Cube Microprismatic Retroreflective Film

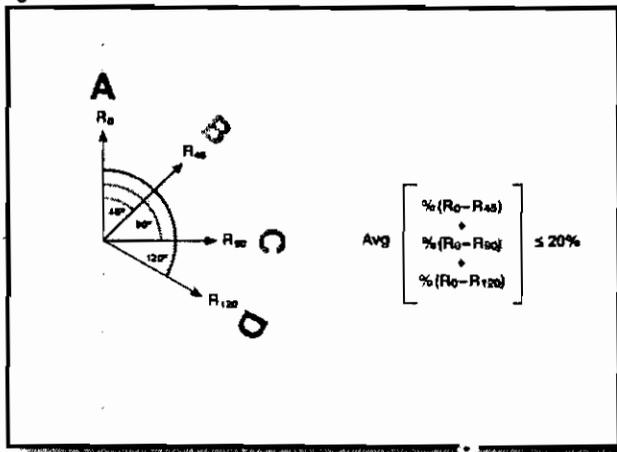
Issued: February 4, 2011

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Sheeting Orientation:

The American Association of State Highway Transportation Officials (AASHTO) has recognized that some retroreflective films are rotationally (orientation) sensitive. Because this impacts sign luminance, AASHTO has defined a specification to measure orientation performance. **Figure C** shows how the orientation sensitivity is measured. In order for a film to be considered rotationally insensitive, the average percent difference (shown in **Figure C**) must be less than or equal to 20%.

Figure C



When measured for orientation sensitivity as described in AASHTO M 268-10, all Avery Dennison sheeting, both beaded and prismatic, **pass** the specification as **rotationally insensitive**. Therefore, no special identification marks or other features (such as a datum mark, or distinctive seal pattern) are required to denote optimum orientation for sheeting. Because the user can expect visual uniformity regardless of orientation, no costly and cumbersome fabrication techniques are required to orient sheets, cut sign legend or border tape during sign fabrication.

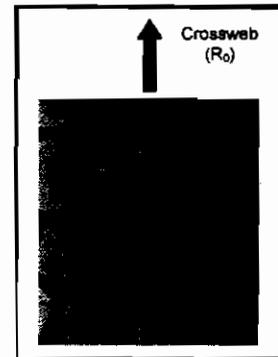
Specifying agencies and sign fabricators are cautioned that some retroreflective sheetings, even of the same ASTM "Type" may not provide consistent luminance for desired night visibility if the sheeting is not applied in the optimal, or in uniform orientation. Agencies and fabricators should be aware of this concern and discuss the potential effects of rotation on luminance of specific sheetings with their material supplier before beginning installation and/or fabrication.

OmniCube Series is Omni-Directional and **passes** the AASHTO specification as being **rotationally insensitive**.

Retroreflectivity R_A values taken per ASTM E810
0.5° Observation angle and
-4° or 5° Entrance angle

As a datum for laboratory measurements R_0 is identified in the crossweb direction. See **Figure D**.

Figure D



Watermark: OmniCube contains the watermark seen in **Figure E**.

Figure E



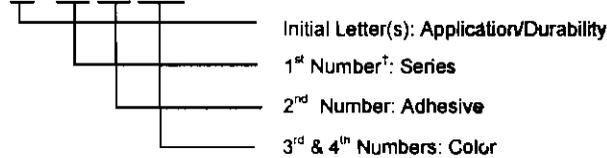
Avery Dennison® OmniCube™ T-11000 & W-11000 Series Full Cube Microprismatic Retroreflective Film

Issued: February 4, 2011

Revision 1

Nomenclature:

T-11 5 0 0



Initial Letter	Application	Durability*
T**	Traffic/Permanent Sheeting	12 year
W	Work Zone Sheeting	3 year
WR	Work Zone Reboundable	3 year

* See your local representative for complete details.

**Fluorescent Yellow & Fluorescent Yellow-Green durability is 10 year

Series	11000
--------	-------

2 nd Number	Substrate
1	Pressure Sensitive for Plastic Substrates
2	Pressure Sensitive for Wood Substrates
5	Pressure Sensitive for Aluminum Substrates

3 rd & 4 th Numbers	Color
00	White
01	Yellow
04	Orange
05	Blue
07	Green
08	Red
09	Brown
11	Fluorescent Yellow
13	Fluorescent Yellow-Green
14	Fluorescent Orange
42	4" LEFT Orange Pre-Striped Barricade
43	4" RIGHT Orange Pre-Striped Barricade
44	6" LEFT Orange Pre-Striped Barricade
45	6" RIGHT Orange Pre-Striped Barricade

OmniCube is the exception and leads with the number 11

The following Warranty is limited to North America.

Warranty:

Avery Dennison products are warranted to be free from defects in material and workmanship for one year from date of purchase (or the period stated on the specific product information literature in effect at time of delivery, if longer). It is expressly agreed and understood that Avery Dennison's sole obligation and Purchaser's exclusive remedy under this warranty, under any other warranty, express or implied, or otherwise, shall be limited to repair or replacement of defective Product without charge at Avery Dennison's plant or at the location of Product (at Avery Dennison's election), or in the event replacement or repairs is not commercially practical, to Avery Dennison's issuing Purchaser a credit reasonable in light of the defect in the Product.

Avery Dennison further warrants that Avery Dennison® T-11000 & W-11000 Microprismatic reflective sheeting ("Products") will retain its effectiveness as a component of traffic control and guidance signs, and will meet the stated minimum values for coefficient of retroreflection ("Performance Warranty") as set forth in accordance with the following standards:

Warranty Period*	Minimum Percentage R _s Retained
1-7 years	80%
8-12 years	70%

*Performance Warranty Period for Work Zone products is 1-3 years.

**Performance Warranty Period for Fluorescent Yellow and Fluorescent Yellow-Green is 10 years.

Note: For transparent color screen printed areas using Avery Dennison supplied or approved inks or CL-2000 Overlay film on Avery Dennison® T-11500 white sheeting, values shall be a minimum of 70% of values in Table A.

R_s percentage retained above apply to all entrance and observation angles in Table A, and shall be measured per ASTM E 810.

All measurements shall be made after cleaning according to Avery Dennison procedures.

Performance Warranty: If within 12 years from the initial date of installation, the Product deteriorates due to natural causes to the extent that: 1) the Product fails to retain the minimum reflectivity values warranted for the 12-year period under the standard in force at the time of installation, or 2) the Product is ineffective for its intended purpose when viewed from a moving vehicle under normal daytime or nighttime driving conditions, Avery Dennison will furnish a replacement amount of like Product at no cost to enable the installed surface to be restored to its original effectiveness. If within 7 years of installation such deterioration occurs or the Product fails to retain the minimum 7-year reflectivity values, Avery Dennison will restore the installation surface to its original effectiveness at no cost for materials or labor.

CONDITIONS:

This warranty shall be effective only if all of the following conditions are met:
Fabrication and/or installation must occur within one (1) year from the date of purchase.

The failure must have resulted solely from a manufacturing defect or deterioration of the Product due to natural causes under the Performance Warranty. Without limiting the generality of the foregoing, there is no warranty for the failure of the sheeting due to improper sign fabrication, improper storage, handling, installation, maintenance, failure of the sign substrate, vandalism or mischief. Slight color fading, cracking, chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.

Avery Dennison has published instructional bulletins pertaining to the storage, handling, and cleaning of Product, approved substrates, and application procedures (collectively, the "Procedures"). The Product must have been processed and applied to blank, clean material in accordance with the Procedures, as such may be amended from time to time. Avery Dennison reserves the right to reject any warranty claim where the fabricator or installer cannot satisfactorily prove or demonstrate that the Avery Dennison procedures were utilized. The date of installation, warranty registration, and claim procedures established by Avery Dennison must be followed, and failure to follow such procedures shall void this warranty. Replacement Product carries only the unexpired warranty portion of the Product it replaces. The Product must be properly stored and applied within the shelf-life as stated in the applicable Avery Dennison Product Data Sheet including adhesive and other material product data.



Avery Dennison® OmniCube™ T-11000 & W-11000 Series Full Cube Microprismatic Retroreflective Film

Issued: February 4, 2011

Revision 1

Characteristics:

Property	Value	Instructional Bulletins
Shelf-Life	1 year from date of purchase when stored at the following conditions; 65°-75°F (18°-24°C) and 50% ± 5% R.H.	#8.00
Typical film Caliper	18 – 20 mils (406 – 508µm)	NA
Min. Application Temperature	50° F (10° C)	#8.10
Service Temperature	-10°F to +150°F (-23°C to + 65°C)	#8.00
Screen Printing	Long term durability of screen printing in combination with OmniCube Series is warranted when used with approved inks and overlays. See Page 7.	#8.30 #8.55
Inkjet Printing	User assumes responsibility for fitness of use for this converting method. Long term durability of inkjet printing in combination with OmniCube Series is not warranted.	#8.55
Thermal Transfer Printing	Long term durability of thermal transfer printing in combination with OmniCube Series is warranted. Refer to Instructional Bulletin.	#8.80

ADDITIONAL LIMITATIONS

Unintended Use: This warranty only applies to Product that is used by professional converters and installers for the defined end uses and in the combinations described in the applicable Avery Dennison Product Data Sheets and Instructional Bulletins. For any other use, the user is responsible for determining the suitability of the Product, and for any and all risk or liability associated with that use or application, and the user agrees to indemnify, defend and hold harmless Avery Dennison for any claims, losses, damages, judgments, expenses and/or expenses, including attorneys fees, resulting from such use or application. This warranty is expressly conditioned on the Product being processed by professional converters or installers in accordance with the Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces and cleaned and maintained in accordance with recommended Avery Dennison procedures. It is the converters, installers or other users responsibility to perform incoming raw material quality inspections, to assure proper surface preparation and that approved application procedures are followed, to retain converted samples, and to immediately cease using and notify Avery Dennison and/or its authorized agent or distributor of any Product, Materials and/or finished Product discovered to be (or reasonably capable of being discovered to be) defective. Misuse and Force Majeure: Avery Dennison has no obligations or liability under this warranty with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or installed. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, solvents, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust, steam, organic solvents or other applied chemicals pollutants, including industrial and volcanic ash. Damage from fire, structural failure, lightning, accidents, and other force majeure events are not covered by this warranty.

Third Party Product: Avery Dennison assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where installer or converter uses or reference is made to a commercially available product, made by another manufacturer, it shall be the responsibility of the user, installer or converter to ascertain the precautionary measures for its use outlined by the manufacturer.

The remedies provided under this warranty are exclusive. In no event shall Avery Dennison be responsible for any direct, indirect, incidental or consequential damages or specific relief whether foreseeable or not, caused by defects in such Product, whether such damage occurs or is discovered before or after replacement or credit, and whether or not such damage is caused by Avery Dennison's negligence. In no event shall Avery Dennison's liability hereunder exceed the remedies specifically set forth in this warranty. Avery Dennison's liability shall be limited, at Avery Dennison's option, to the purchase price, replacement of the defective Product and in some cases when authorized by Avery Dennison the repair and replacement of the defective Product.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHERS. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND MANUALLY SIGNED BY AN OFFICER OF AVERY DENNISON.



Avery Dennison® OmniCube™ T-11000 & W-11000 Series Full Cube Microprismatic Retroreflective Film

Issued: February 4, 2011

Revision 1

Converting Information:

The following Avery Dennison literature will provide information to the user for proper application, storage, and other requirements. Find the latest information on the Avery Dennison website, www.reflectives.averydennison.com. We encourage you to check our website periodically for updates.

Approved screen printing inks, overlays, thermal transfer ribbons:

Avery Dennison	4930 Inks	1 Part Solvent	#8.40
Avery Dennison	UVTS Nazdar	UV	#8.38
Avery Dennison	OL-2000	Acrylic Overlay	#8.01, #8.10, #8.25
Avery Dennison	OL-1000	Anti-Graffiti	#8.01, #8.10

Instructional Bulletins:

Film Care & Handling	#8.00
Substrate Requirements	#8.01
Application Techniques for PS Film	#8.10
Cutting Methods	#8.20
Computer Sign Cutting	#8.25
Screen Preparation	#8.30
Troubleshooting Printing & Processing	#8.34
UVTS Nazdar Inks	#8.38
4930 Series Inks	#8.40
Ink Recommendations Guide	#8.55

Substrates:

The application of Avery Dennison OmniCube Series sheeting is limited to properly prepared substrates which differ by product. For traffic products, application is limited to properly prepared Aluminum. For products in the W-11100 line, application is limited to properly prepared plastic. Users are urged to carefully evaluate, under actual use conditions, any film application to other substrates. Failure of film caused by other substrates, materials, contamination, or improper surface preparation is not the responsibility of Avery Dennison. See Instruction Bulletin #8.01 for full details on substrate requirements.

Definitions:

Durability: means that the Product in a finished graphic, panel or sign situated outdoors, subject to the limitations herein and Avery Dennison Product Data Sheets and Instructional Bulletins, and applied to recommended surfaces, will not deteriorate excessively such that the finished sign, panel or graphic is ineffective for its identification when viewed under normal conditions from the intended viewing distance.

Outdoor Durability: is based on normal midsize European and central North American outdoor exposure conditions and application to recommended surfaces. Actual performance life will depend on a variety of factors, including but not limited to substrate preparation, exposure conditions and maintenance of the Product and finished graphic, panel or sign. In case the finished graphic, panel or sign is in areas of high temperatures or humidity, in industrially polluted areas or other areas with air laden particulate matter, and/or in high altitudes, Outdoor Durability may be reduced. Please see your local Avery Dennison representative for changes to warranties based on such localized conditions.

Vertical Exposure: means that the face of the finished graphic is $\pm 10^\circ$ from vertical.

Non-Vertical Exposure: means that the face of the finished graphic is greater than 10° from vertical and greater than 5° from horizontal. Retroreflective films are not warranted for this exposure.

Flat surfaces: means a two dimensional flat surface without protruding objects.

Weathering Effects: Some degradation of Product performance over time is considered normal wear. Slight color fading, chalking, edge lifting, or slight reduction in gloss or reflectivity due to normal wear, exposure and other natural weathering, environmental or other conditions or damage caused by tornadoes, hurricanes, wind, excessive ice buildup or extraordinary frozen particulate conditions, large hail stones or other acts of God, do not constitute a breach of warranty or give rise to any liability by Avery Dennison.

Printing, Curing and Ink Defects: Ink contaminations, failures or other defects, or other failures due to improper printing conditions or settings including, but not limited to, unsuitable color calibration, incorrect ICC color profile or incompatible printing, do not constitute a breach of warranty. Product failure caused by ink over-saturation, excessive or under curing, failure of ink to render desired colors on Product, or other treatment or processing errors are not warranted.

Adhesion to Application Surfaces: This warranty does not cover the Product if the application surface is not properly prepared; nor does the warranty cover the Product or damage to the substrate because the layers of the substrate separate due to a lower bond between those layers than the bond between the Product and the top layer of the substrate, or surfaces which subsequently crack, peel, outgas, or become damaged beneath the Product.

Independent Testing Required

All statements, technical information and recommendations about Avery Dennison products are based upon tests and information believed to be reliable but do not constitute a guarantee or warranty of any kind. All Avery Dennison products are sold with the understanding that Purchaser has independently determined the suitability of such products for its intended and other purposes.

Avery Dennison, OmniCube, Omni and the logo are registered trademarks trademarks of Avery Dennison Corp. © 2010 All Rights Reserved.
US Patent RE 40,700E US Patent RE 40,455E



MINUTES

Department of Public Works/ - TRANSFER OF LIFE-TO-DATE
Bureau of Water and Wastewater 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, Susan C. Altadonna.

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:

<u>NAMES</u>	<u>DAYS</u>
Nicholas H. Frankos	3
Yulik Fooksman	1
Paul Altadonna	2
Gary J. Wagner	5
Keith Kubski	5
Catherine Stump	3
Leslie A. Berube	1
Lawrence K. Fischer	5
	<u>25</u>

APPROVED FOR FUNDS BY FINANCE

THE LABOR COMMISSIONER RECOMMENDED APPROVAL.

UPON DULY made and seconded, the Board approved the transfer of Life-To-Date sick leave days from the listed City employees to the designated employee, Susan C. Altadonna. The President **ABSTAINED.**

MINUTES

Circuit Court for Baltimore City - Expenditure of funds
for Travel Expenses

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize an expenditure of funds to pay for travel expenses for four members of the Baltimore City Adult Drug Treatment Courts to attend the National Association of Drug Court Professionals Training Conference in Washington, D.C. from July 17, 2011 through July 20, 2011 at the Gaylord National Hotel and Convention Center.

AMOUNT OF MONEY AND SOURCE:

	Reg. Fee	Trans.	Subsistence	Total
Thomas Water	\$700.00	\$199.80	\$76.00	\$ 975.80
Robin Ullman	\$700.00	\$199.80	\$76.00	\$ 975.80
Robin Showell	\$700.00	\$199.80	\$76.00	\$ 975.80
Jerry Jackson	\$700.00	\$199.80	\$76.00	\$ 975.80
				<u>\$3,903.20</u>

\$3,903.20 - 5000-540311-1100-110200-603020

BACKGROUND/EXPLANATION:

The Circuit Court for Baltimore City received a grant award from the Administrative Office of the Courts, Office of Problem Solving Courts. Because of a vacancy at one of the case manager's positions since December 2010, there are unexpended grant funds that will not be spent in FY 2011 since the position has not been filled.

The remaining funds will allow for four members of the Adult Drug Treatment Courts Team to attend the conference. The four individuals include Judge Thomas Waxter, sitting Judge for Drug Treatment Court; Robin Ullman, Assistant Public Defender for Drug Treatment Court; Romel Showell, Assistant Public Defender for the Felony Diversion Initiative; and Jerry Jackson, Addictions Assessor for the Felony Diversion Initiative.

MINUTES

Circuit Court for Baltimore City - cont'd

The registration is \$700.00 each for non-members at a total cost of \$2,800.00. The conference registration was prepaid on a City VISA card assigned to Ms. Senta Julien. Automobile mileage, round trip, from the Clarence M. Mitchell Jr., Courthouse is approximately 90 miles round trip. For four people at 55.5 cents per mile, the cost would be approximately \$799.20 for the four days. All individuals will be using their personal vehicles to drive to and from the conference. The parking rate at the convention center is \$19.00/day for a total of \$304.00 for the four days.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized the expenditure of funds to pay for travel expenses for four members of the Baltimore City Adult Drug Treatment Courts to attend the National Association of Drug Court Professionals Training Conference in Washington, D.C. from July 17, 2011 through July 20, 2011 at the Gaylord National Hotel and Convention Center.

MINUTES

Department of Law - Payment of Settlement

- 1. Ronald D. Williams 2000 Ashland Ave. L/H \$ 25,720.00
 (previous owner)

On March 31, 2010, the Board approved the acquisition of the leasehold interest, by condemnation, in 2000 Ashland Avenue for the amount of \$4,280.00. The previous owner demanded \$350,000.00 as the value of the property interest and filed a counter-claim seeking \$150,000.00, plus punitive damages and attorneys fees. Prior to trial, the parties settled the condemnation case for \$30,000.00. Therefore, the Board is requested to approve payment of the balance in the amount of \$25,720.00.

Funds are available in Account No. 9910-906416-9588-900000-704040.

(FILE NO. 56017)

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest, by condemnation, in 2000 Ashland Avenue in the amount of \$25,720.00 to Ronald D. Williams.

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President: "If there is no further business, the Board is in recess until twelve o'clock noon for the receiving and opening of bids."

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

MINUTES

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.

- | | |
|---|---|
| <u>Department of Transportation</u> | - TR 03333, Sinclair Lane Bridge Rehabilitation Over CSXT Railroad
BIDS TO BE RECV'D: 07/27/2011
<u>BIDS TO BE OPENED: 07/27/2011</u> |
| <u>Department of Recreation and Parks</u> | - RP 10811, Clifton Park Recreation Center
BIDS TO BE RECV'D: 07/20/2011
<u>BIDS TO BE OPENED: 07/20/2011</u> |
| <u>Bureau of Water and Wastewater</u> | - SC 845, Nitrification Filters and Related Work for the Enhanced Nutrient Removal Facilities at the Patapsco Wastewater Treatment Plant
BIDS TO BE RECV'D: 08/03/2011
<u>BIDS TO BE OPENED: 08/03/2011</u> |
| <u>Bureau of Water and Wastewater</u> | - SC 845, Nitrification Filters and Related Work for the Enhanced Nutrient Removal Facilities at the Patapsco Wastewater Treatment Plant
BIDS TO BE RECV'D: 08/10/2011
<u>BIDS TO BE OPENED: 08/10/2011</u> |
| <u>Bureau of Purchases</u> | - B50001979, Maintenance, Parts and Repair Service for Fire Boats
BIDS TO BE RECV'D: 07/27/2011
<u>BIDS TO BE OPENED: 07/27/2011</u> |

MINUTES

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

Department of Transportation - TR 10014, Reconstruction of Footways Citywide

M. Luis Construction Co., Inc.
Civil Construction, LLC
Machado Construction
P. Flanigan & Sons, Inc.
Anchor Construction Corp.

Department of Transportation - TR 10015, Reconstruction of Footways Citywide

M. Luis Construction Co., Inc.
Civil Construction, LLC
P. Flanigan & Sons, Inc.
Machado Construction
Anchor Construction Corp.

Department of Transportation - TR 10302, Replacement of Fort Avenue Bridge Over CSXT Citywide

American Infrastructure
Joseph B. Fay Company

Department of Recreation and Parks - RP 11831, BCRP Administration Building ADA Ramp

M&F Contractor Company
*E&R Services, Inc.
Civil Construction, LLC
Bensky Construction, LLC
Allied Construction, LLC

MINUTES

UPON FURTHER MOTION, the Board found the bid of E&R Services, Inc. **IRREGULAR** because of the company's failure to proffer the bid guarantee in the form mandated by the City Charter.

Bureau of Purchases - B50001966, Locksmith Services

Interstate Locksmith, Inc.
(Gateway Locksmith, Inc.)
Easter Lock and Key
Baltimore Lock and Hardware,
Inc.

Bureau of Purchases - B50002000, Spring and Suspension Repairs

Middleton & Meads Co., Inc.
Peter Spring & Alignment

Bureau of Purchases - B50002009, Front Load Packer

Maryland Industrial Trucks
Waste Equipment Sales &
Service
Mid-Atlantic Waste Systems
Division of THC Enterprises,
Inc.

Bureau of Purchases - B50002010, Typeset City Annual Financial Report

Alpha Graphic, Inc.
Anne Clewell Graphic Design,
LLC
RR Donnelley
Miller's Minuteman Press

Bureau of Purchases - B50002011, Recreational Vehicle for the Needle Exchange Program

NO BIDS RECEIVED.

MINUTESBureau of Purchases- B50002012, Table Trucks

Southern Aluminum

Bureau of Purchases- B50002013, Instrumentation Parts

Chesapeake Flow Solutions

There being no objections, the Board UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, July 20, 2011.

JOAN M. PRATT
Secretary