

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 December 5, 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 to approve all of the items contained on the routine agenda."

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

Comptroller: "Second."

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

MINUTES

Department of Finance - Amendment to a Licensing Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to a licensing agreement with the Municipal Employees Credit Union (MECU) for replacement of ATM machines in the Convention Center, Abel Wolman Municipal Building and the Charles L. Benton, Jr. Building.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The current licensing agreement is for five years beginning July 1, 2007, with an option at the sole discretion of the City to renew for an additional five year period.

The MECU wants to replace the current Interbold 1064i Series ATM machines with the Tranax C4000 Series ATM machines. In addition, the MECU will install an additional ATM machine in the Abel Wolman Municipal Building as well as in the Charles L. Benton, Jr. Building which will bring the total to two machines in each building. All other terms and conditions of the agreement will remain unchanged.

(FILE NO. 55704)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment to the licensing agreement with the Municipal Employees Credit Union (MECU) for replacement of ATM machines in the Convention Center, Abel Wolman Municipal Building and the Charles L. Benton, Jr. Building. The Mayor
ABSTAINED.

MINUTES

Baltimore Development Corporation - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a lease agreement with the National Coalition of 100 Black Women, Baltimore Metropolitan Chapter, lessee, for the rental of approximately 427 square feet of space located at 2901 Druid Park Drive, Suite 105, at the Business Center @ Park Circle. The period of the agreement is December 1, 2011 through November 30, 2012 with an option to renew for one additional 1 year term.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Rent</u>
\$6,753.42	\$562.79

BACKGROUND/EXPLANATION:

The lessee is a non-profit, voluntary advocacy group, which seeks to empower Black women through various programs. Programs focus on effective networking and establishing links with the corporate and political sectors. The organization has been a tenant at the Business Center @ Park Circle since April 1997.

The space is leased on an "As Is" basis and does not require the lessor to make any modifications. The lessee will be responsible for any additional improvements or build out of the premises.

All other lessor services such as utilities, limited janitorial services, maintenance and repairs to the premises are included in the base rent.

MINUTES

BDC - cont'd

In addition, the tenant is obligated to maintain and keep in force general public liability, contractual liability and property damage insurance protection for the premises and name the City as additionally insured under the insurance policies.

(FILE NO. 56672)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with the National Coalition of 100 Black Women, Baltimore Metropolitan Chapter, lessee, for the rental of approximately 427 square feet of space located at 2901 Druid Park Drive, Suite 105, at the Business Center @ Park Circle. The Comptroller **ABSTAINED**.

MINUTES

Bureau of the Budget and - Fiscal 2013 Budget Calendar
Management Research

In accordance with Article VI, Section 2, of the Charter of Baltimore City (1996 Edition), the submitted schedule for preparing the Fiscal Year 2013 Budget is recommended for adoption by the Honorable Board.

<u>DATE</u>	<u>ACTION</u>
11/04/2011	Agency transmittal of final Outcome Budgeting operating budget proposals
03/21/2012	Transmittal of Department of Finance recommendations to Board of Estimates
04/02/2012	Board of Estimates reviews the Department of Finance recommendations and holds hearings with agency heads
through	
04/10/2012	
4/11/2012	Taxpayer's Night - 6:00 P.M.
04/25/2012	Board of Estimates adopts proposed Ordinance of Estimates
04/27/2012	Publication of copy of proposed Ordinance of Estimates in two daily Baltimore City newspapers

MINUTES

Bureau of the Budget and - cont'd
Management Research

04/30/2012 Introduction of proposed Ordinance of Estimates
to City Council

05/01/2012 City Council review of proposed Ordinance of
Estimates

through City Council schedules public hearings

06/18/2012 Passage of Ordinance of Estimates for fiscal
year ending June 30, 2013

UPON MOTION duly made and seconded, the Board adopted the
submitted schedule for preparing the Fiscal Year 2013 Budget.

MINUTES

Circuit Court - Cooperative Reimbursement Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a cooperative reimbursement agreement with the State of Maryland Department of Human Services, Child Support Enforcement Administration. The period of the grant award and cooperative reimbursement agreement is October 1, 2011 through September 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$222,027.00 - Federal Participation (66%)
114,378.00 - Local Share (34%)
\$336,405.00 - 4000-401512-1100-116800-404001

BACKGROUND/EXPLANATION:

The Domestic Relations Cooperative Reimbursement Grant will continue to provide funds for operational costs and salary/OPC expenditures for the Domestic Relations Masters Program on a 34% to 66% basis. Prior to Fiscal Year 1988, Baltimore City provided all funding for child support and custody enforcement, as required under spousal support obligations under the program.

The amount of the reimbursement for program expenditures under this cooperative reimbursement agreement is estimated at \$209,318.00.

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 cooperative reimbursement agreement with the State of Maryland Department of Human Services, Child Support Enforcement Administration.

MINUTESCircuit Court for Baltimore City - TRANSFER OF LIFE-TO-DATE
SICK LEAVE

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

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>
Charles Madden	5
Neil Moores	3
Shelvia McGee Chavis	2
Brenda Graham	2
Jean Dhal	2
Darlene Chavez	2
Chris Metcalf	<u>2</u>
	18

APPROVED FOR FUNDS BY FINANCE

THE LABOR COMMISSIONER RECOMMENDED APPROVAL.

UPON MOTION 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, Patricia Trikeriotis.

MINUTES**BOARDS AND COMMISSIONS**1. 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:

Dynis, LLC	\$ 93,528,000.00
Insituform Technologies, Inc. and Subsidiaries	\$ 2,914,407,000.00
Kayden Premier Enterprises, Inc.	\$ 1,500,000.00
Marona Construction Company	\$ 20,556,000.00
Miller Pipeline, LLC	\$ 312,921,000.00
Riggs Distler & Company, Inc.	\$ 228,105,000.00
Rogers 1 st , LLC	\$ 549,000.00
SGX, Inc.	\$ 1,500,000.00
Sabre Demolition Corporation	\$ 28,012,500.00
Shannon-Baum Signs, Inc.	\$ 8,000,000.00
Top Roofing, Inc.	\$ 837,000.00

2. Prequalification of Architects and Engineers

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

A S Architects, Inc.	Architect
Burdette, Koehler, Murphy, and Associates, Inc.	Engineer
Chester Engineers, Inc.	Architect, Landscape Architect, Engineer
Core Studio Design, LLC	Landscape Architect
The Faux Group, Inc.	Landscape Architect
Floura Teeter	Landscape Architect

MINUTES

BOARDS AND COMMISSIONS - cont'd

Hazen and Sawyer, P.C. Architect, Engineer

Kann Partners Architect

Latis Associates, LLC Engineer

Marshall Craft Associates, Inc. Architect

There being no objection, the Board, UPON MOTION duly made and seconded, approved the prequalification of Contractor's and Architects and Engineers for the listed firms.

MINUTES

Mayor's Office of Governmental Relations - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a professional services agreement with Washington Linkage Group, Inc. The period of the agreement is effective upon Board approval for two years.

AMOUNT OF MONEY AND SOURCE:

\$132,000.00 (Not-to-Exceed \$66,000.00/year) - 1001-000000-1220-
145900-603021

BACKGROUND/EXPLANATION:

The federal advocate will continue to assist the City in enhancing its position in a broad range of matters before the federal government including, but not limited to, tax issues, federal funding appropriations, urban affairs, education reform, municipal finance, infrastructure, transportation, housing, public health, and public safety.

The amount of the agreement with Washington Linkage Group, Inc. will not exceed \$66,000.00 per year including fees and expenses.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

(FILE NO. 56063)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the professional services agreement with Washington Linkage Group, Inc. The Mayor **ABSTAINED.**

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the amendment to agreement with Baltimore Mental Health Systems, Inc.

AMOUNT OF MONEY AND SOURCE:

\$20,000.00 - 4000-806512-6331-478005-603051

BACKGROUND/EXPLANATION:

On June 20, 2011, the Board approved the original agreement with Baltimore Mental Health Systems, Inc. in the amount of \$70,000.00. Under this agreement the organization would provide mental health assessment, treatment and psychiatric consultations to youth referred by MOED Youth Opportunity Centers.

The purpose of this amendment to agreement is to increase the number of participants by 25 and to increase the amount of the total compensation by \$20,000.00, making the total contract amount \$90,000.00. All other terms and conditions remain unchanged.

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 amendment to agreement with Baltimore Mental Health Systems, Inc.

MINUTES

Mayor's Office of Employment - Amendment to Grant Award
Development

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of an amendment to grant award from the Maryland State Department of Labor, Licensing and Regulation (DLLR). The amendment extends the agreement through June 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$137,500.00 - 4000-806811-6312-456000-404001

BACKGROUND/EXPLANATION:

On February 9, 2011, the Board approved the grant agreement with the DLLR for On-the-Job Training (OJT) Service. The original agreement in the amount of \$231,000.00 is for the period January 1, 2011 through December 3, 2011. The modification will increase the original agreement by \$137,500.00 making the total award \$368,500.00 and extend the period of the agreement through June 30, 2012.

The purpose of the grant is to assist local employers in hiring and training OJT participants from the Baltimore City area.

The amendment to agreement is late because MOED recently received the approved grant amendment from grantor.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved acceptance of the grant award from the Maryland State Department of Labor, Licensing and Regulation (DLLR).

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development - Condemnations</u>			
1. Lilyan J. Kalis, deceased	4333 Park Heights Ave.	G/R \$70.00	\$ 466.67
Funds are available in City Bond Funds, account no. 9910-903187-9588-900000-704040, Park Heights Project.			
(FILE NO. 57083)			
2. Peter Mitchell	1107 N. Caroline St.	G/R \$96.00	\$ 640.00
3. Unknown	1324 N. Caroline St.	G/R \$60.00	\$ 400.00
4. Unknown	1115 N. Caroline St.	G/R \$60.00	\$ 400.00

Funds are available in City Bond Funds, account no. 9910-906460-9588-900000-704040, Oliver Project.

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

5. Robert Clark	1323 Hillman St.	L/H	\$ 3,820.00
6. Howard Mitchell	1310 Valley St.	L/H	\$ 2,940.00

Funds are available in City Bond Funds, account no. 9910-910715-9588-900000-704040, Johnston Square Project.

(FILE NO. 57070)

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>DHCD</u> - cont'd			
7. Silas Brown and Samuel S. Brown	3319 Woodland Ave.	L/H	\$ 6,660.00
8. Ricky Niles Davis	3311 Virginia Ave.	F/S	\$21,000.00
9. Lisa Bradford	3325 Woodland Ave.	L/H	\$ 6,660.00
10. Greg Sullivan and Elizabeth Sullivan	3332 Woodland Ave.	L/H	\$ 8,400.00
11. Thomas W. Felder II	3333 Woodland Ave.	F/S	\$ 7,000.00

Funds are available in account no. 9910-903187-9588-900000-704040,
Park Heights Demo-Woodland/Virginia Corridor.

(FILE NO. 57083)DHCD - Option

12. Tridack, LLC	321 E. 20 th St.	G/R	\$ 880.00
		\$96.00	

Funds are available in account no. 9912-910713-9591-900000-
704040, Barclay Project.

(FILE NO. 57066)

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>DHCD - Rescission and Approval of Option</u>			
13. Marshall R. Rief and Sheryl L. Rief, Co- Trustees of the Norma T. Rief Revocable Trust	1612 Harlem Ave.	G/R \$90.00	\$ 600.00

On September 21, 2011, the Board approved an option for the acquisition of the \$72.00 ground rent interest in 1612 Harlem Avenue for the amount of \$480.00 from Marshall R. Rief and Sheryl L. Rief, Co-Trustees of the Norma T. Rief Revocable Trust. However, since that time, the Department discovered that the ground rent interest is actually \$90.00 per the original lease. Therefore, the Board is requested to rescind its prior approval and approve an option to acquire the \$90.00 ground rent interest for the amount of \$600.00.

Funds are available in account no. 9910-907079-9588-900000-704040, Wylie Funeral Home Project.

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

UPON MOTION duly made and seconded, the Board approved the option, condemnations, and the rescission and approval of option. The Comptroller **ABSTAINED** on item no. 13.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

3997 - 3999

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

The President **ABSTAINED** on item no. 6.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of General Services</u>		
1. \$170,000.00	9916-901410-9194	
Gen'l. Funds	Elevator Replacement Various	
	Buildings-Reserve	
\$ 85,000.00	-----	9916-913730-9197
		Elevator Upgrade -
		Abel Wolman Bldg.
		Active
<u>85,000.00</u>	-----	9916-909720-9197
\$170,000.00		Elevator Upgrade -
		City Hall - Active

This transfer will provide funding for elevator upgrades at The Abel Wolman Building and City Hall.

Department of Transportation

2. \$ 32,000.00	9950-904453-9509	9950-903453-9508-3
Federal	Constr. Res.	Design and Study
	- Dundalk Ave.	Dundalk Ave. Streetscape
	Streetscape	

This transfer will cover the deficit in the account and fund the cost related to the Project Dundalk Avenue Streetscape.

3. \$ 62,000.00	9950-903365-9509	9950-902365-9508-3
MVR	Constr. Res.	Design & Study
	Key Hwy. Gateway	Key Highway
	Beautification	Beautification

This transfer will cover the deficit in the account and funds costs related Project 954, Change Order No. 4, Key Highway Beautification and advertisement costs by KCW Engineering Technologies, Inc.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
4. \$155,000.00 Other Funds	9910-907994-9587 Special Capital Projects - Reserve	9910-931003-9588 Capital Project Support

This transfer will provide funds during fiscal year 2012, to support two positions within the Fiscal Operations Division, solely dedicated to preparing, monitoring and maintaining the Department of Housing and Community Development's capital budget.

5. \$100,000.00 23 rd EDB	9910-919008-9608 Hopkins Plaza Enhancements - Reserve	9910-931010-9607 Hopkins Plaza Enhancements
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This transfer will provide funds to implement the designed improvements to Hopkins Plaza in coordinated efforts between the Department of Housing and Community Development, Department of Transportation and the Department of Recreation and Parks.

Bureau of Water and Wastewater

6. \$250,000.00 MDOT Rev. Bonds	9958-903451-9522 Constr. Res. Fairmont Storm Drain Improv.	9958-902451-9520-3 Engineering
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This transfer will cover the cost of Project 1133K, Task No. 3, PAS for SWC 7760, Fairmont Avenue Storm Drain and the current account deficit.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks</u>		
7. \$15,000.00	9938-908764-9475	
Rec. & Parks	Reserve	
24 th Series		
45,000.00	9938-913001-9475	
State	Reserve Unallotted	
<u>\$60,000.00</u>	-----	9938-907764-7474
		Active
		Park & Playground
		Renovation FY09

This transfer will provide funds to cover the costs associated with the purchase, of lighting poles and luminaries for the Riverside Park's renovation project.

8. \$15,000.00	9938-902668-9475	9938-903701-9474
Rec. & Parks	Reserve	Active
23 rd Series	Park Perimeter	Park Master Plan
	Improvements	

This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1165, Task #1 to Mahan Rykiel Associates, Inc.

MINUTES

Fire Department - Employee Expense Report

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense report for Mr. Patrick Reed for the month May 2011.

AMOUNT OF MONEY AND SOURCE:

\$100.00 - 1001-000000-2112-226000-603020

BACKGROUND/EXPLANATION:

In June, 2011 Mr. Reed took the written exam for EMS recertification, which is an expense that is reimbursed by the Department.

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

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expense report for Mr. Patrick Reed for the month May 2011.

MINUTES

Fire Department - Sub-recipient Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a sub-recipient agreement with the Maryland Emergency Management Agency (MEMA). The period of the sub-recipient agreement is October 1, 2010 through June 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$220,296.00 - 1001-000000-1930-262100-401220

BACKGROUND/EXPLANATION:

This is a federal grant administered through MEMA and must be matched dollar for dollar with local in-kind assistance. The grant is provided to enhance and strengthen emergency management capabilities at the State and local level.

The sub-recipient agreement is late because the award letter and sub-recipient from MEMA were received by the Department on November 4, 2011.

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 sub-recipient agreement with the Maryland Emergency Management Agency (MEMA).

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following page:

4003

All of the EWOs were reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The President **ABSTAINED** on item nos. 2-5.

MINUTES**EXTRA WORK ORDERS**

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

Department of General Services

- | | | | | | |
|----|---|---------------|------------------------|---|-----|
| 1. | EWO #034, \$189,409.00 - PB 08820R, Fallsway Housing & Service Center | | | | |
| | \$ 6,937,000.00 | \$ 940,865.38 | Roy Kirby & Sons, Inc. | - | 100 |

Bureau of Water and Wastewater

- | | | | | | |
|----|--|-----------------|----------------------------------|---|----|
| 2. | EWO #008, \$100,456.00 - WC 1160R, Montebello Plant 2 Finished Water Reservoir Cover | | | | |
| | \$ 36,922,950.00 | \$ 4,346,379.63 | Alan A. Myers, LP | - | 60 |
| 3. | EWO #017, \$ 80,871.15 - SC 852R, Denitrification Filters & Related Work for the Enhanced Nutrient Removal Facilities at Patapsco Wastewater Treatment Plant | | | | |
| | \$115,688,000.00 | \$ 959,382.56 | Fru-Con Construction Corporation | 0 | 32 |
| 4. | EWO #028, \$ 84,084.56 - WC 1198, Urgent Need Work Infrastructure Rehabilitation Various Locations | | | | |
| | \$ 10,473,325.00 | \$11,188,653.63 | Spiniello Companies | 0 | 87 |
| 5. | EWO #031, \$ 66,006.00 - SC 812, Improvements to the Lower Gwynns Run Interceptor | | | | |
| | \$ 21,206,342.00 | \$ 3,725,621.18 | Carp Seca Corporation | - | - |

MINUTES

Department of General Services - Right-of-Entry Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a right-of-entry agreement with 5600, LLC, owner of 5600 East Lombard Street and Picorp, Inc., owner of 6500 East Lombard Street. The period of the right-of-entry agreement is effective upon Board approval for 90 days.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The City, acting by and through the Department of Transportation, is proposing a project to perform surveys on 5600 and 6500 East Lombard Street to delineate the existing wetlands and forested areas. This survey is needed for the proposed Redline Project.

The property owners have granted this right-of-entry agreement to the City at no cost.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the right-of-entry agreement with 5600, LLC, owner of 5600 East Lombard Street and Picorp, Inc., owner of 6500 East Lombard Street.

MINUTES

Department of General Services - Developer's Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1239 with Forest City-New East Baltimore Partnership, LLC, developer.

AMOUNT OF MONEY AND SOURCE:

\$188,996.00

BACKGROUND/EXPLANATION:

The developer would like to install new sanitary sewer and storm drain to its proposed construction located in the vicinity of 1746 Ashland Avenue. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A performance bond in the amount of \$188,996.00 has been issued to Forest City-New East Baltimore Partnership, LLC, which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the developer's agreement no. 1239 with Forest City-New East Baltimore Partnership, LLC, developer.

MINUTES

Department of General Services - Minor Privilege Permit Applications

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 3401 Greenmount Avenue	Tariq Mahmood	Retain two single face electrical signs 8' x 2'
Annual Charge: \$140.60		
2. 229 N. Howard Street	G & T Partnership, Inc.	Retain three single face electric signs, one 10' X 1', one 5'4" x 1'4", one 10' x 1'4"
Annual Charge: \$421.80		
3. 1115 S. Charles Street	Muhly's G.E.M. Bakery, Inc.	Handicap ramp 11'1" x 3'5"
Annual Charge: \$70.30		
4. 735 S. Glover Street	Gregory M. Rogers	Egress Stairway 18' x 3'
Annual Charge: \$234.40		

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

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

MINUTES

Bureau of Water and Wastewater - Employee Expense Report

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense report for Mr. Prakash Mistry for the month of May 2011.

AMOUNT OF MONEY AND SOURCE:

\$ 27.00 - 2071-000000-5181-399800-603003 - Parking
63.24 - 3001-000000-5181-390700-603002 - Mileage
\$ 90.24

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 the employee experienced a delay because of workload obligations.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expense report for Mr. Prakash Mistry for the month of May 2011.

The President **ABSTAINED.**

MINUTES

Bureau of Water and Wastewater - Employee Expense Report

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense report for Mr. Duncan Stuart for the month of June 2011.

AMOUNT OF MONEY AND SOURCE:

\$ 31.00	-	2071-000000-5181-399800-603003	-	Parking
60.69	-	2071-000000-5181-613200-603002	-	Mileage
21.60	-	2071-000000-5181-399800-604009	-	Meeting Expenses
<u>\$113.29</u>				

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 the employee prepared the mileage report with the incorrect rate and the Expense Report needed to be resubmitted.

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

UPON MOTION duly made and seconded, the Board approved the expense report for Mr. Duncan Stuart for the month of June 2011.

The President **ABSTAINED**.

MINUTES

Bureau of Water and Wastewater - On-Call Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an on-call agreement with Sidu Associates, Inc. for Project No. 1160.2, On-Call Electrical Engineering Services. The period of the agreement is effective upon Board approval for three years, or until the upset limit is reached, whichever comes first.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - various accounts
(Upset limit)

BACKGROUND/EXPLANATION:

The project consists of on-call consulting for various tasks assigned by the City on an as-needed basis. The scope involves electrical consulting engineering services for various water and wastewater facilities including treatment plants and pumping stations, and may include planning, design, and construction phase services. Calls for these services will be made as needs are identified.

The consultant has been approved by the Architect and Engineering Awards Commission.

MBE/WBE PARTICIPATION:**MWBOO SET GOALS OF 28% FOR MBE AND 9% FOR WBE.**

MBE: Dhillion Engineering, Inc.	\$140,000.00	14.00%
EBA Engineering, Inc, Inc.	140,000.00	14.00%
Total	\$280,000.00	28.00%
WBE: Constellation Design Group, Inc.	\$ 30,000.00	3.00%
SP Arch, Inc.	60,000.00	6.00%
Total	\$ 90,000.00	9.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

BW&WW - cont'd

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the on-call agreement with Sidu Associates, Inc. for Project No. 1160.2, On-Call Electrical Engineering Services. 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. 003 to Louis Berger Water Service, Inc. under Project No. 1149E, On-Call Project Management, Scheduling, and Inspection.

AMOUNT OF MONEY AND SOURCE:

\$237,776.48	-	9956-904529-9551-900010-705032
67,135.75	-	9956-904564-9551-900020-705032
182,031.60	-	9956-906342-9551-900020-705032
107,417.20	-	9960-903682-9557-900020-705032
53,708.60	-	9956-904753-9551-900020-705032
\$648,069.63		

BACKGROUND/EXPLANATION:

The consultant will provide project management, scheduling, and inspection for water appurtenances repairs, sidewalk, and pipeline work and enhance nutrient removal contract with the City of Baltimore.

The MBE consultant, Environ-Civil Engineering Ltd. and Sidhu Associates, Inc. will assist the Bureau of Water and Wastewater Construction Management Division. The work includes but is not limited to code compliance, field inspection and record keeping for the above-referenced construction project.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 003 to Louis Berger Water Service, Inc. under Project No. 1149E, On-Call Project Management, Scheduling, and Inspection. 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. 031 to Johnson, Mirmiran & Thompson, Inc. under Project No. 1076J, On-Call S.C. 845, Construction Management Services.

AMOUNT OF MONEY AND SOURCE:

\$149,158.97 - 9956-905527-9551-900010-705032

BACKGROUND/EXPLANATION:

The consultant will provide construction services for S.C. 845.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 031 to Johnson, Mirmiran & Thompson, Inc. under Project No. 1076J, On-Call S.C. 845, Construction Management Services. The President **ABSTAINED.**

MINUTES

Mayor's Office of Human Services - Agreements
Homeless Services Program (MOHS)

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.

1. **MANNA HOUSE, INC.** **\$ 58,500.00**

Accounts: 5000-529112-3572-333720-603051
 4000-480012-3572-333620-603051

The organization will provide housing and services to 18 day shelter units to homeless individuals and/or families per day in Baltimore City. The funds will be utilized to provide shelter, food, outreach and case management services to help the clientele access services and have a safe alternative from the streets during the day.

MWBOO GRANTED A WAIVER.

2. **THE SALVATION ARMY, A GEORGIA CORPORATION** **\$ 78,636.00**

Account: 4000-480012-3572-333630-603051

The organization will provide 42 emergency shelter beds to homeless women with children of Baltimore City. The funds will be utilized to offset the operating costs of the shelter, which will include but not be limited to meals, shower facilities, referrals to appropriate agencies to meet individual needs, utilities, supplies, and on-site staff to provide a clean and safe environment.

MWBOO GRANTED A WAIVER.

MINUTES

MOHS - cont'd

3. **WOMENS'S HOUSING COALITION, INC.** **\$ 42,542.00**
(WHC)

Account: 4000-496211-3573-591435-603051

The WHC will provide Single Room Occupancy (SRO) housing and supportive services to 22 homeless and low-income women. Housing will be comprised of SRO suites offering a bedroom, private bath and shared kitchen. Drug testing will be conducted to insure that the residence remains a drug free haven for women in residence. The period of the agreement is August 14, 2011 through August 13, 2012.

MWBOO GRANTED A WAIVER.

4. **WOMENS'S HOUSING COALITION, INC.** **\$ 54,530.00**
(WHC)

Account: 4000-496211-3573-591435-603051

The WHC will operate housing and supportive services to 14 formerly single homeless women at the Calverton Residence located at 119 E. 25th Street. The goal of the program is to assist women to achieve and maintain economic and emotional stability and return to independent living.

MWBOO GRANTED A WAIVER.

5. **WOMENS'S HOUSING COALITION, INC.** **\$ 65,946.00**
(WHC)

Account: 4000-496211-3573-591435-603051

The WHC will operate a Single Room Occupancy (SRO) program and provide permanent housing and supportive services to approximately 29 formerly homeless women who were homeless due to chronic substance abuse and/or chronic mental illness. The WHC will provide support services on-site and in the community. The period of the agreement is October 1, 2011 through September 30, 2012.

MWBOO GRANTED A WAIVER.

MINUTES

MOHS - cont'd

6. **NEW VISION HOUSE OF HOPE, INC.** **\$ 72,800.00**
(NVHOH)

Account: 4000-492911-3572-333633-603051

The NVHOH will operate the Convalescent Care Program and provide emergency shelter to 20 homeless women in Baltimore City. Services will include but not be limited to case management services by NVHOH staff, two meals; breakfast and dinner and bedding.

MWBOO GRANTED A WAIVER.

7. **FAMILY AND CHILDREN'S SERVICES OF** **\$ 71,390.00**
OF MARYLAND, INC. (FCS)

Account: 4000-490912-3573-333668-603051

The FCS will operate a Home Based Services Program and provide comprehensive case management services for families dealing with HIV/AIDS. Services will include, but not be limited to counseling, advocacy, skill development, conflict resolution, navigating the system and financial assistance for emergency housing and utilities.

MWBOO GRANTED A WAIVER.

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 agreements.

MINUTES

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

The Board is requested to approve and authorize execution of the grant agreements with the U.S. Department of Housing and Urban development (HUD) for the following programs:

<u>PROGRAMS</u>	<u>AMOUNT</u>
1. HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2011 (HOPWA)	\$8,887,872.00

Account: 4000-490912-3573-333600-404001

As part of the formula allocation from HUD, the Mayor's Office of Human Services is awarded funding for HOPWA. The City is the grantee for the Eligible Metropolitan Statistical Area and shares the allocation with the surrounding jurisdictions using a formula based on the number of total persons living with HIV in each respective jurisdiction. The City receives the bulk of the funding because it is disproportionately impacted by this disease, as compared to other jurisdictions.

2. EMERGENCY SHELTER GRANT (ESG)	\$1,020,126.00
----------------------------------	----------------

Account: 4000-492912-3571-333600-404001

As part of the formula allocation from HUD, the Mayor's Office of Human Services is awarded funding for the ESG. Funds for this program are awarded to agencies in Baltimore City through a competitive request for professional services proposal. Funds can be used for emergency shelter operations, supportive services for homeless persons, and homelessness prevention activities. The grant is effective 07/01/2011.

MBE/WBE PARTICIPATION:

N/A

MINUTES

Mayor's Office of Human Services/ - cont'd
Homeless Services Program

The grant agreements are late because of the delays in the administrative process. The Continuing Resolution and the late adoption of a Federal budget by Congress negatively impacted the City's ability to submit its Annual Action Plan, which is a requirement in order to receive these funds.

APPROVED FOR FUNDS BY FINANCE

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

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

MINUTESHealth Department - Employee Expense Reports**ACTION REQUESTED OF B/E:**

The Board is requested to approve the following expense reports:

	<u>Employee</u>	<u>Month</u>	<u>Amount</u>
1.	GLORIA JULIUS	October 2010	\$108.00
	Account: 4000-422812-3080-294286-603002		\$107.00
	4000-422812-3080-294286-603003		\$ 1.00
2.	DENISE PAYNE	April 2011	\$148.92
	Account: 4000-422812-3080-294286-603002		

These are mileage expenses. The expense reports are late because they were returned to the employees for correction and not resubmitted in a timely fashion.

3.	SHERRELL JACKSON		\$209.10
		August 2010	\$ 63.75
		October 2010	\$ 77.01
		November 2010	\$ 68.34
	Account: 4000-497311-3041-688202-603002		

These are mileage expenses. The employee submitted the expense reports on-time however, the supervisor failed to file them in a timely fashion.

4.	RODRIQUE SUMPTER	July 2011	\$183.61
	Account: 4000-422312-3030-513200-603002		\$167.61
	4000-422313-3030-513200-603003		\$ 16.00

MINUTES

Health Department - cont'd

5. **ANNA KALENSKY** July, 2010 **\$ 30.53**

Account: 5000-532812-3044-273300-603002

Mr. Sumpter's expenses are for mileage and parking and Ms. Kalensky's are for mileage. The expense reports were submitted on time however they were misplaced during the routing process.

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

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the aforementioned employee expense reports. The President **ABSTAINED** on item no. 1.

MINUTESHealth Department - Notice of Grant Award, Cooperative Agreement and a Revised Grant Award

The Board is requested to approve the acceptance of the notice of grant award (NoA), and approve and authorize execution of a cooperative agreement, and a revised grant award from the various grantors.

GRANT AWARD

1. **U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES** **\$325,000.00**

Account: 4000-497812-3070-287500-404001

The grant award is for the Project entitled: Baltimore City Adult District Court Drug Court Expansion and provides funds to support the expansion of substance abuse treatment services in Baltimore City.

The Health Department will sub-contract with Baltimore Substance Abuse Systems, Inc. to manage treatment services. The grant is for the period September 30, 2011 through September 29, 2012.

COOPERATIVE AGREEMENT

2. **U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)** **\$100,000.00**

Account: 4000-480212-3031-579200-404001

The EPA will provide funds to support a new initiative entitled Healthy Environments for City Kids and will help to: 1) build capacity to recognize and address children's environmental health risks; 2) educate community residents about environmental health risks factors, mitigation techniques, and legal remedies; 3) promote and support safe child care settings; and 4) promote healthy school environments. The period of the cooperative agreement is October 1, 2011 through March 31, 2013.

MINUTES

Health Department - cont'd

3. **THE CENTERS FOR DISEASE CONTROL AND PREVENTION** **\$0.00**

This revised NOA is for the project entitled Reducing Asthma Disparities: The Baltimore City Healthy Homes Initiative.

On August 18, 2010, the Department received the original NoA for \$449,778.00. However, the Department was waiting for approval to carryover funds. Therefore, the NoA was not presented for approval.

On December 8, 2010, the Board approved the revised NoA in the amount of \$661,778.00, \$212,000.00 in carryover funds from Year 02 and \$449,778.00 for Year 03 funding period of September 30, 2010 through September 29, 2011.

The revised NoA approves carryover of \$81,134.00; \$28,337.00 from Year 01 and \$52,797.00 from Year 02 to be used in Year 03 for a total of \$742,912.00; and approves the 9-month no cost extension changing the budget period end dates from September 29, 2011 through June 29, 2012. All other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing by the Grants Management Officer.

MINUTES

Health Department - cont'd

The notice of grant award, cooperative agreement, the and revised grant award are late because the Department recently received them from the grantors.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the acceptance of the notice of grant award, and approved and authorized execution of the cooperative agreement, and the revised grant award from the aforementioned grantors. The Mayor **ABSTAINED** on item no. 1. The President **ABSTAINED** on item no. 1.

MINUTES

Health Department - Revised Notification of Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the revised notification of grant award (NGA) from the Maryland Department of Aging (MDoA). The period of the grant award is October 1, 2011 through September 30, 2012.

AMOUNT OF MONEY AND SOURCE:

(\$57,993.00)	-	4000-433511-3023-273300-404001
87,647.00	-	4000-432911-3252-514300-404001
6,302.00	-	4000-434311-3254-316200-404001
(232.00)	-	4000-436211-3255-316200-404001
4,106.00	-	4000-436111-3255-316200-404001
560.00	-	4000-433911-3023-273300-404001
<u>\$ 40,390.00</u>		

BACKGROUND/EXPLANATION:

On February 9, 2011, the Board approved the interim FY'11 Title III Grant Award. This revision will increase the total FY 11 Title III Grant Award to 4,825,240.00.

The revised NGA is for full funding of FY'11 Title III allocation and supersedes all previously issued NGA's. This grant is contingent upon the enactment of the FY'11 Federal Appropriation of funds for the Administration of the Older Americans Act. When the final appropriation is enacted, the grant award will be revised. Approval of the revised NGA will allow the Baltimore City Health Department to provide coordinated and accessible services for seniors in Baltimore City.

MINUTES

Health Department - cont'd

The NGA is late because it was just received.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the acceptance of the revised notification of grant award (NGA) from the Maryland Department of Aging (MDoA).

MINUTES

Health Department - Agreements

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

- | | | | |
|----|---|-----------|-------------|
| 1. | NATIONAL ASSOCIATION FOR BLACK
VETERANS, BALTIMORE CHAPTER, INC. | \$ | 0.00 |
|----|---|-----------|-------------|

The period of the agreement is October 1, 2011 through June 30, 2012.

- | | | | |
|----|---|-----------|-------------|
| 2. | FUTURE CARE HEALTH & MANAGEMENT OF
CHARLES VILLAGE, INC. | \$ | 0.00 |
|----|---|-----------|-------------|

The above-listed organizations will serve as Volunteer Stations for the Retired and Senior Volunteer 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 finalized.

- | | | | |
|----|---|-----------|-------------------|
| 3. | THE JOHNS HOPKINS UNIVERSITY
(JHU) | \$ | 275,000.00 |
|----|---|-----------|-------------------|

Account: 4000-497312-3041-688202-603051

The JHU Division of Gastroenterology and Hepatology will screen 200 clients referred by the Health Department and provide services to include but not be limited to office visits, hospital services for colonoscopy, without biopsy or with biopsy, physician services for colonoscopy, tattoo of colon, pathology and laboratory fees including processing and reading of colorectal biopsy.

MWBOO GRANTED A WAIVER.

MINUTES

Health Dept. - cont'd

4. **HARBOR HOSPITAL, INC.** **\$176,172.00**

Account: 4000-497312-3041-688202-603051

The organization will provide colorectal cancer screening services to clients referred by the Health Department. Services will include but not be limited to pre-consult or physical examination, post colonoscopy visit, hospital services for colonoscopy with or without biopsy, and physician services for colonoscopy.

MWBOO GRANTED A WAIVER.

The agreements are late because of the delay in receiving an acceptable scope of services.

5. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$ 54,600.00**

Account: 4000-436112-3255-312000-607001

The organization will continue the administration of the Comprehensive Telephone-Based Family Caregiver Support program for family caregivers who live in Baltimore City. Services will include personalized education, assessment and counseling services and assistance to family caregivers providing care to seniors age 60 and older. The period of the agreement is October 1, 2011 through September 30, 2012.

The agreement is late because the Health Department was waiting for the provider's signature.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

6. **BALTIMORE HEALTH CARE ACCESS, INC. (BHCA)** \$ 8,560.00

Account: 1001-000000-3041-000000-603051

The organization will assist the Health Department's Needle Exchange Program with a needle exchange site called The Block Project. The Health Department will supply space on a stationed mobile unit for the BHCA Outreach Worker to assist clients with applying for health insurance benefits (Primary Adult Care, Medicaid Expansion, and Maryland Children's Health) birth certificates and/or identification for purposes of entering drug treatment and/or applying for health insurance. Clients will be assisted with navigating the system once benefits are received.

The agreement is late because the request was received late in June 2011.

7. **TRULIFE HEALTH SERVICES, LLC.** \$55.00 per case/ per month \$ 33,000.00

Account: 4000-426212-3110-306800-603018

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

MINUTESHealth Department - cont'd

The Case Monitor will be responsible for establishing a plan of personal care for each eligible recipient assigned to him/her in Montgomery County. They will review and/or revise the plan at least once every 90 days, or more if necessary and supervise the personal care providers. The Case Monitor will make home visits as often as the Department's nurse supervisor determines to be necessary, but not less than every 90 days; maintain a clinical record on each recipient case monitored; and provide other case monitoring services, as required.

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

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned agreements. The President **ABSTAINED** on item no. 3.

MINUTES

Health Department - Agreements

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

1. **PACT:: HELPING CHILDREN WITH SPECIAL NEEDS** **\$ 38,145.00**

Account: 5000-587410-5750-672217-603051

PACT will coordinate occupational therapy screenings, evaluation and therapy services with the Baltimore Infants and Toddlers Program staff in compliance with local early intervention systems. The agreement is for the period July 1, 2011 through June 30, 2012.

2. **KENNEDY KRIEGER INSTITUTE (KKI)** **\$ 6,300.00**

Account: 5000-587410-5750-672216-603051

The KKI will coordinate therapy and evaluation services with the Baltimore Infants and Toddlers Program staff in compliance with local early intervention systems. The agreement is for the period July 1, 2011 through June 30, 2012.

3. **KENNEDY KRIEGER INSTITUTE (KKI)** **\$266,937.50**

Account: 4000-428212-3080-294392-600000

Funds are provided to the Maryland Department of Health and Mental Hygiene (DHMH), Medical Assistance Program under Title XIX of the Social Security Act. The Health Department has been designated by DHMH as the lead agency with which health and human services providers must contract to be reimbursed by the DHMH. The KKI will provide health related early intervention/case management services for eligible patients and will be reimbursed according to the DHMH policies.

The KKI will directly bill DHMH for services as follows:

MINUTES

Health Department - cont'd

	<u>No. of</u> <u>Visits</u>	<u>Cost</u> <u>Per Case</u>	<u>Total</u>
Initial Case Management	109	\$250.00	\$ 27,250.00
Individualized Family Service Plan	187	\$137.50	\$ 25,712.50
On-going Case Management	2,853	\$ 75.00	\$213,975.00
4. CHEMICAL PEOPLE TASK FORCE OF CHERRY HILL, INC.			\$ 77,018.00

Account: 4000-423012-3100-297100-603051

The organization will provide comprehensive school-based health services for the prevention, identification, diagnosis, evaluation and treatment of children who are at risk of health, behavioral and adjustment problems. These services will be provided at the Arnett J. Brown School No. 108, Southside Academy.

5. **RICHARD W. MATENS** \$87.50/per hr. **\$ 16,800.00**
for 192 hrs.

Mr. Matens, a consultant, assisted the Acting Ryan White Program Director with coordinating and developing the FY 2012 Part A Ryan White application submission in accordance with the grantor's guidelines. The federal grant brings approximately \$23,000,000.00 into Baltimore City for the provision of medical and supportive services to uninsured and underinsured persons infected with HIV/AIDS in Baltimore City and six surrounding counties. The agreement was for the period September 6, 2011 through November 1, 2011.

This agreement is being presented at this time because the Ryan White Program Director recently left, and the BCHD needed assistance with the FY 2012 Part A grant application.

MINUTES

Health Department - cont'd

6. ANNETTE SAUNDERS	\$21.00/per hr.	\$21,840.00
	40 hrs. for	
	26 weeks	

Ms. Saunders, a consultant, will serve as a Grand Parents as Parent Program (GAP) Liaison. She will visit communities and neighborhoods and develop relationships with community organizations and residents through frequent visits or telephone calls to foster, support, and encourage participation in the GAP program. The period of the agreement is November 1, 2011 through April 30, 2012.

The agreements are late because of the delays in receipt of contracts from the providers, delays in the submission of suitable scopes of work and delays in the administrative review process, prior to Board submission.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Housing and - Agreements
Community Development

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

1. **GREATER HOMEWOOD COMMUNITY CORPORATION** **\$ 40,923.00**

Account: 2089-208912-5930-427634-603051

The organization will provide intensive literacy instruction to approximately 550 adults in basic reading, writing, and math skills. Under the terms of this agreement, the funds will be used to subsidize the Greater Homewood's Adult Literacy and English for Speakers of Other languages Program. The period of the agreement is July 1, 2011 through June 30, 2012.

2. **GARWYN OAKS/NORTHWEST HOUSING RESOURCE** **\$ 60,492.00**
CENTER, INC.

Accounts: 2089-208911-5930-437781-603051	\$ 3,014.00
2089-208911-5930-437783-603051	\$ 3,014.00
2089-208912-5930-437781-603051	\$ 13,038.00
2089-208912-5930-437783-603051	\$ 9,426.00
2089-208912-5930-437791-603051	\$ 32,000.00

The organization will operate a housing resource center to provide housing counseling and carry out activities to attract and retain homeowners in the Garwyn Oaks area by promoting the community as a viable place to live. Under the terms of this agreement, the funds will be used to subsidize the organization's operating costs. The period of the agreement is August 1, 2011 through July 31, 2012.

MWBOO GRANTED A WAIVER.

MINUTES

DHCD - cont'd

3. **EMPIRE HOMES OF MARYLAND, INC.** **\$ 76,950.00**

Account: 2089-208912-5930-430561-603051

Under the terms of this agreement, the funds will be used to support activity delivery costs associated with acquiring, rehabilitating, and leasing properties as low and moderate-income rental housing, particularly for non-elderly disabled persons. The period of the agreement is July 1, 2011 through June 30, 2012.

FOR FY 2011, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$12,000.00, AS FOLLOWS:

MBE: \$1,800.00

WBE: \$1,200.00

(FILE NO. 56279)

On June 22, 2011, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2011 Annual Action Plan for the following formula programs:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership Act (HOME)
3. Housing Opportunity for People with AIDS (HOPWA)
4. Emergency Shelter Grant Entitlement (ESG)

MINUTES

DHCD - cont'd

Upon approval of the resolution, the DHCD's Contract Section began negotiating and processing the CDBG agreements as outlined in the Plan effective July 1, 2011 and beyond. Consequently, these agreements were delayed due to final negotiations and processing.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Housing and - Lien Release
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the release of liens, plus all accrued interest and/or penalties on the vacant property located at 3025 Stafford Street, for the transferee, Jeremy Yoder.

AMOUNT OF MONEY AND SOURCE:

\$30,183.68, plus all accrued interest and/or penalties

BACKGROUND/EXPLANATION:

Pursuant to the Annotated Code of Maryland, Tax Property 14-806, the Board has the authority to release liens against real property under certain circumstances. In this case, the property in question complies with all requirements under the lien release law:

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

The transferee will maintain the lot as a side yard for the adjacent business located at 3041 Stafford Street. The release of liens on the property will make it financially feasible for redevelopment and prevent tax abandonment.

MINUTES

DHCD - cont'd

Prior to settlement, transferee will pay the flat tax and water of the property in the amount of \$6,001.52. This amount exceeds the assessed value of the property, which totals \$4,570.00. The amount paid will be applied to satisfy the water bill, real estate taxes; flat tax first, and other liens that have accrued prior to the date of this lien release.

Any additional property tax assessments, water charges, and liens that accrue from the date of this lien release will be the responsibility of the transferee to pay prior to settlement. Failure to record the deed and pay the flat tax and water charges in the amount of \$6,001.52, within 120 days from the date of approval by the Board, will void this release.

UPON MOTION duly made and seconded, the Board approved the release of liens, plus all accrued interest and/or penalties on the vacant property located at 3025 Stafford Street, for the transferee, Jeremy Yoder.

MINUTES

Department of Housing and - HOME Loans
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of two HOME loans to the People's Homesteading Group, Inc. (PHG). The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute any and all legal documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

	<u>SOURCES</u>		<u>USES</u>	
HOME Funds	\$ 63,300.00	Rehabilitation Costs		\$122,940.00
CDBG-R	65,000.00	Construction Con-		10,400.00
		Tangency		
CDA Community	40,000.00	Interest & Carrying		26,365.00
Legacy		Costs		
PHG Funds	17,605.00	Professional Fees		
		and Costs		13,775.00
HOME SEG	4,000.00	Settlement Costs		<u>28,425.00</u>
DSELP & V2V-State	10,000.00			
of MD				
Buyer Down Payment	<u>2,000.00</u>			
	TOTAL		TOTAL	\$201,905.00
	\$201,905.00			

Accounts: 9910-905095-9610 (HOME)

4000-385710-5750-644600-603051 (CDBG-R)

BACKGROUND/EXPLANATION:

The proceeds of the loans will be used to assist with the hard construction costs for the rehabilitation of 429 E. 22nd Street. The two loans are as follows: the first in an amount not to exceed \$65,000.00 from the CDBG-R program (CDBG-R Loan) and the second in an amount not to exceed \$63,300.00 from the HOME Investment Partnerships Program Loan (HOME Loan).

MINUTES

DHCD - cont'd

Since 2005, the PGH has been working to revitalize the 400 block of E. 22nd Street by renovating vacant homes in the area and selling them to first-time homebuyers.

The first phase of the project (Anchors of Hope III) involved the renovation and sale of eight homeownership units. Six of the units (406, 408, 410, 414, 418, and 422 E. 22nd Street) were supported in part by a loan of HOME Investment Partnerships Program funds in the aggregate principal amount of \$560,000.00 and sold to first-time homebuyers with incomes at or below 80% of the Average Median Income (AMI). The remaining two units (417 and 443 E. 22nd Street) will be renovated using private financing and sold to market rate buyers.

In addition to these eight units, the PHG renovated and sold the unit at 431 E. 22nd Street. The renovation of this unit was financed in part by a loan from the CDBG-R program in the principal amount of \$50,000.00, and this unit was sold to a first-time homebuyer with an income at or below 80% AMI.

The PHG is continuing to revitalize the 400 block of E. 22nd Street by renovating and selling the unit at 429 E. 22nd Street (Property). To date, the PHG has expended \$22,000.00 to acquire the Property from the City, \$124,700.00 for stabilization and an additional \$35,000.00 for renovation activities. The PHG's initial plan for the unit in 2007 was to complete the rehabilitation and sell the unit to a market rate buyer. However, given the current market conditions, the PHG has realized that this will be impossible. The unit is a three-story, four bedroom, 2.5 baths townhome containing approximately 2,300 square feet and an unfinished basement. However, because the unit is historic in nature, the PHG is required to comply with all architectural and historic standards.

As such, the PHG has requested the loans. Once rehabilitation is finished, the PHG will sell the Property to a first-time homebuyer with an income at or below 80% AMI.

MINUTES

DHCD - cont'd

Based on the Department's underwriting, it has been determined that the purchase price to the homebuyer will not exceed \$165,000.00 and the maximum first mortgage should not exceed \$163,000.00. To qualify, the end buyer must have an annual income that does not exceed \$44,000.00. If the purchase price were to be lower than \$165,000.00, the City would be required to further increase its subsidy. To ensure affordability and other programmatic requirements, the buyer will execute regulatory instruments for both the CDBG-R and HOME funds. A CDBG-R Regulatory Agreement with a Period of Affordability will ensure the CDBG-R requirements for seven years. A HOME Regulatory Agreement with a Period of Affordability not to exceed ten years will ensure the HOME requirements.

Due to the historic nature of the rehabilitation, and the statutory deadline for the commitment and disbursement of the CDBG-R funds, it is necessary for the Department to further subsidize the rehabilitation of the unit with HOME funds. Actions such as this are necessary to compensate for the housing market that is depressed and strict new requirements from mortgage lenders. Sales prices have decreased from an originally anticipated \$180,000.00 to a current expected sales price of \$165,000.00.

Participating Parties:

- A. **Developer:** People's Homesteading Group, Inc. will be the developer of record.
- B. **General Contractor:** New City Construction Company LLC will be the General Contractor and will be required to post a 100% Payment and Performance Bond.
- C. **Architect:** J. Stryker Sessions AIA will be the architect of record for the project.

MINUTES

DHCD - cont'd

D. Participating Lenders: Capital Bank NA of Rockville, Maryland will be the first construction lender. The PHG loan is for \$425,000.00, with a maturity date of January 9, 2012, and an interest rate of 6.0%. The outstanding balance owed on the loan is \$192,532.77. Monthly interest only payments are approximately \$1,060.00.

The Department will provide the HOME loan and the CDBG-R loan as described above. Both the HOME and CDBG-R funds will have an interest rate of zero percent (0%) per annum on sums advanced and a maturity date of six (6) months from the date of Board approval.

In order to help buy down the cost of the unit, the Department will apply \$33,000.00 of the HOME Loan as a development subsidy. The remaining \$30,000.00 of HOME funds will be assumed by the buyer (Buyer's HOME loan) and will be evidenced by a promissory note and structured as an unsecured loan with a term not to exceed ten years commencing from the date of purchase (Period of Affordability) with an interest rate of 0% percent per annum. The buyer will execute and record a HOME Regulatory Agreement (Buyer's HOME Regulatory Agreement) continuing certain affordability and other restrictions required by the HOME Program. Under the terms of the Buyer's HOME Regulatory Agreement, if the buyer complies with all of the terms and covenants of the Buyer's HOME Loan through the Period of Affordability, the loan will be forgiven in its entirety. In the event of a conveyance or a refinance occurs during the Period of Affordability, the buyer will be required to repay the Department all or a portion of the Buyer's HOME Loan from net proceeds of sales depending on the length of time the buyer has lived in the unit.

Furthermore, upon sale of the unit, the buyer will assume \$10,000.00 of the \$65,000.00 CDBG-R loan (the Buyer's CDBG-R loan), such assumed amount to be evidenced by a promissory note and structured as an unsecured loan with a term not to exceed seven years commencing from the date of purchase (Period of Affordability) with an interest rate of 0% percent per annum.

MINUTES

DHCD - cont'd

The buyer will also execute and record a Regulatory Agreement (Buyer's CDBG-R Regulatory Agreement) containing certain affordability and other restrictions required by the CDBG-R Program.

Under the terms of the Buyer's CDBG-R Regulatory Agreement, if the buyer complies with all of the terms and covenants of the Buyer's CDBG-R Loan through the Period of Affordability, the Buyer's CDBG-R Loan is forgiven. In the event of a conveyance or a refinance occurs during the Period of Affordability, the buyer will be required to repay the Department all or a portion of the Buyer's CDBG-R Loan from net proceeds of sales depending on the length of time the buyer has lived in the unit.

MBE/WBE PARTICIPATION :

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

The Department of Finance has reviewed the loans and recommends approval by the Board.

APPROVED FOR FUNDS BY FINANCE

MINUTES

DHCD - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 63,300.00	9910-926010-9609	9910-905095-9610
Federal HOME	Reserve A/C	People's
FY 2010		Homesteading
		Group

This transfer will provide HOME funds to the People's Homesteading Group for the construction and rehabilitation of 429 E. 22nd Street.

(FILE NO. 56258)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the two HOME loans to the People's Homesteading Group, Inc. (PHG). The Board further authorized the Commissioner of the Department of Housing and Community Development to execute any and all legal documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law. 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.

MINUTES

Department of Housing and - Local Government Resolutions
Community Development

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

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

- | | | |
|----|--|-------------------------------|
| 1. | HISTORIC EAST BALITMORE COMMUNITY
ACTION COALITION, INC. (HEBCAC) | \$400,000.00
(CLP) |
|----|--|-------------------------------|

HEBCAC, located at 1212 N. Wolfe Street, Baltimore, MD 21213, proposes three projects in the East Baltimore area of Fayette Street, Broadway, North Avenue and Edison Highway.

- a. East Baltimore Farm and Food Center, located at 1801 E. Oliver Street, Baltimore, MD 21213 is requesting \$50,000.00 (total cost of project is \$12,621,253.00). The project is a collaborative effort between HEBCAC, EBDI, TRF and Cross Street Partners, and will be located on a one block site bounded roughly by E. Oliver and Llewelyn Streets to the north and Rutland Avenue to the west, N. Wolfe Street to the east and the Amtrak right-of-way to the south. The redevelopment of this site offers a tremendous opportunity to establish a neighborhood anchor that will serve as a catalyst for future investment, development and job creation. The proposed project will be known as the Baltimore Food Collaborative, which is designed to be a campus and will house a synergistic group of food related businesses, services and programs focused on rebuilding Baltimore's local food economy.

MINUTES

DHCD - cont'd

- b. Mary Harvin Transformation Center, located at 1608 N. Chester Street, Baltimore, MD 21213 is requesting \$250,000.00, (total cost of project is \$15,568,566.00). The Mary Harvin Transformation Center Community Development Corporation has embarked on a multi-generational approach of revitalizing the Broadway East community with the mission of Realizing Partnerships, Restoring People and Rebuilding Properties. The project will provide affordable housing, health and human services and quality childhood education and development.
- c. New Market New Foods, Northeast Market, located at 2101 E. Monument Street, Baltimore, MD 21205 is requesting \$100,000.00 (total project cost is \$1,285,000.00). The project is a collaborative effort between HEBCAC, the Mayor's Office of Economic Development, the Office of Sustainability, Baltimore Public Markets Corporation, Johns Hopkins University, EBDI, MICA, and many other community stakeholders. Renovations will be made to the Northeast Market which will include providing a new façade and entrance and improving the side and rear entrances, replacing and improving lighting, creating/improving new seating, and reconfiguring/improving market stalls.

HEBCAC is a nonprofit community development organization founded in 1994 by Johns Hopkins University, City and State officials and area residents. Its mission is to work with residents and other stakeholders to improve neighborhoods in the 220-block area bounded by Edison Highway, Aisquith Street, North Avenue and Fayette Street.

MINUTES

DHCD - cont'd

2. VERDE CORPORATION

\$430,722.00
(NBWP)

The Verde Corporation is requesting funding for the Verde Corporation Project, located at 641 South Montford Street, Baltimore, MD 21224 two blocks south of Eastern Avenue and Patterson Park and two blocks north of Boston Street and the American Can Company. The funds will be used to purchase and renovate the property into an authentic Neapolitan styled pizza parlor. The location is currently an existing restaurant, Birches, which was built in 1915 and is a 2,800 sq. ft., two-story end-unit structure.

The property will be renovated to create the certified kitchen and the Italian appeal, which will include improvements to allow the proper work flow with the certified wood-fired oven, work surfaces, mixers, and refrigeration, removal and installation of a new 1st floor ceiling, upgrade the first floor bathroom and the installation of a bathroom on the second floor.

The business will operate under the name Verde Corporation. The business owners are Marianne Kresevich-Bosco and Edward K. Bosco. Mrs. Kresevich-Bosco worked around the country implementing financial software programs for Fortune 500 companies and Mr. Bosco was involved in physical commodity trading and real estate development.

UPON MOTION duly made and seconded, the Board approved and adopted the aforementioned local government resolutions. The President **ABSTAINED** on item no. 1. c.

MINUTES

Department of Housing and - Memorandum of Understanding
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a memorandum of understanding (MOU) with the Department of Recreation and Parks. The period of the MOU is July 1, 2011 through June 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$257,324.00 - 2089-208912-5930-434430-603051

BACKGROUND/EXPLANATION:

Pursuant to guidance from the Department of Housing and Urban Development, a Memorandum of Understanding (MOU) will henceforth be executed for the utilization of Community Development Block Grant funds to support other City Agencies.

The Department of Recreation and Parks is authorized to provide recreational, educational, cultural, after-school and summer camp programs for 1,225 unduplicated, low and moderate - income youth at five City recreation centers located in low and moderate - income areas of the City. The Department of Recreation and Parks will provide services in accordance with CDBG Entitlement Grant Regulations.

On June 22, 2011, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2011 Annual Action Plan for the following formula programs:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership Act (HOME)
3. Housing Opportunity for People with AIDS (HOPWA)
4. Emergency Shelter Grant Entitlement (ESG)

MINUTES

DHCD - cont'd

Upon approval of the resolution, the DHCD's Contract Section began negotiating and processing the CDBG agreements as outlined in the Plan effective July 1, 2011 and beyond. Consequently, this MOU was delayed due to final negotiations and processing.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the memorandum of understanding with the Department of Recreation and Parks.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a land disposition agreement with Southern Baptist Church, Inc., developer, for the sale of the properties located at 1603, 1605, and 1607 N. Castle Street, 1604 N. Chester Street, and 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, and 2050 - 2052 E. Federal Street.

AMOUNT OF MONEY AND SOURCE:

\$	584.64	- 1603 N. Castle Street
	584.64	- 1605 N. Castle Street
	584.64	- 1607 N. Castle Street
	604.80	- 1604 N. Chester Street
	13,333.33	- 2032 E. Federal Street
	456.96	- 2034 E. Federal Street
	456.96	- 2036 E. Federal Street
	456.96	- 2038 E. Federal Street
	456.96	- 2040 E. Federal Street
	456.96	- 2042 E. Federal Street
	456.96	- 2044 E. Federal Street
	456.96	- 2046 E. Federal Street
	456.96	- 2048 E. Federal Street
	913.92	- 2050-52 E. Federal Street
	<u>\$20,261.65</u>	- Purchase Price

BACKGROUND/EXPLANATION:

A good faith deposit of \$2,026.00 is required within 10 days of the execution of this agreement.

The City will convey all its rights, title, and interest in the above listed properties to Southern Baptist Church, Inc. The properties will be developed into senior citizen housing and Community multi-purpose space to be known as the Mary Harvin Transformation Center.

MINUTES

DHCD - cont'd

The project will consist of the redevelopment of the properties into a senior citizen housing and a community multipurpose space to be known as the Mary Harvin Transformation Center.

The provisions of Article II, Section 15 of the Charter of Baltimore City (2010 Edition); Article 13 of the Baltimore City Code (2010 Edition) which established the Department of Housing and Community Development; and Ordinance No. 156, the Broadway East Urban Renewal Plan, originally approved by the Mayor and City Council of Baltimore on July 6, 1988; authorize the City to sell the properties.

The project will be financed by a combination of public and private sources. The Southern Baptist Church, Inc. will redevelop the Property along with 13 properties that are already owned by or will be acquired by the Southern Baptist Church, Inc. The redevelopment will produce a 56 unit senior citizen apartment building and community center. The building will include a community multipurpose space, recreation and exercise rooms, offices, conference rooms, storage space, and 20 parking spaces. Once transferred and redeveloped, 14 vacant, City-owned properties will be active on the tax rolls of the City and thereby resolving tax abandonment.

In accordance with the City's appraisal policy, as approved on May 27, 2009, an appraisal is not required for this disposition, as 13 of the properties are unimproved with an assessed value of \$2,500.00 or less and the determination of market value for all of the properties is uncomplicated and less than \$20,000.00. In lieu of an appraisal, the waiver valuation process was used according to the appraisal policy. There are 13 vacant lots which were valued at either \$584.64, \$604.80, \$456.96, or \$913.92. The vacant building was valued at \$13,333.33.

MINUTES

DHCD - cont'd

MBE/WBE PARTICIPATION:

The properties are not subject to Article 5, Subtitle 28 of the Baltimore City Code because they will be sold at market value.

(FILE NO. 57211)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Southern Baptist Church, Inc., developer, for the sale of the properties located at 1603, 1605, and 1607 N. Castle Street, 1604 N. Chester Street, and 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, and 2050 - 2052 E. Federal Street.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a land disposition agreement with Jonathon Drew Bennett and Katie Rae Bennett, developer, for the sale of the property located at 2126 Jefferson Street (Block 1652, Lot 013).

AMOUNT OF MONEY AND SOURCE:

\$7,000.00 - Purchase Price

BACKGROUND/EXPLANATION:

A good faith deposit of \$700.00 was paid by the developer.

The developer will be using private funds, Vacants to Value, and Live Baltimore Awards for the acquisition and rehabilitation of the property. Documentation of the developer's capacity has been provided.

The project will consist of the rehabilitation for the owner's family occupancy.

MBE/WBE PARTICIPATION:

N/A

(FILE NO. 57211)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Jonathon Drew Bennett and Katie Rae Bennett, developer, for the sale of the property located at 2126 Jefferson Street (Block 1652, Lot 013). The Mayor **ABSTAINED**.

MINUTES

Department of Housing and - HOME Investment
Community Development Partnership Loan

ACTION REQUESTED OF B/E:

The Board is requested to approve a HOME Investment Partnerships Program loan in the amount of \$650,000.00 (HOME Loan) to Greens at Irvington Mews Limited Partnership (Borrower).

The Board is also requested to approve and authorize the Commissioner of the Department of Housing and Community Development to execution any and all legal documents to effectuate this transaction subject to approval for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

<u>Source of Funds</u>		<u>Uses of Funds</u>	
Private Loan	\$ 600,000.00	Constr. Costs	\$10,817,980.00
Capital One Bank			
Baltimore City		Fees Related to	1,182,040.00
HOME Funds	650,000.00	Construction	
Federal HOME	750,000.00	Financing Fees &	877,918.00
Loan Bank		Charges	
NSP3 Funds	661,000.00	Acquisition Costs	736,000.00
Developer Equity	50,000.00	Syndication Related	85,500.00
		Costs	
Deferred	239,462.00	Reserves	478,000.00
Developer Fee			
Tax Credit	<u>13,020,000.00</u>	Developer Fee	<u>1,793,024.00</u>
Syndicated			
Equity			
	\$15,970,462.00		\$15,970,462.00

Account: 9910-918080-9610

MINUTES

DHCD - cont'd

BACKGROUND/EXPLANATION:

The Borrower, Greens at Irvington Mews Limited Partnership, a wholly owned subsidiary of the Enterprise Housing Corporation, has proposed to construct and operate a senior rental housing development comprised of 100 apartment units. Upon completion of the construction, there will be 82 one-bedroom units and 18 two-bedroom units. All of the units will be rented to persons whose incomes are at or below 50% of the Area Median Income (AMI), adjusted for family size. The Housing Authority of Baltimore City (HABC) intends to support the Project by providing Project-Based Section 8 subsidies for 20 units. The building will offer a number of on-site amenities including a community center, exercise room, arts and crafts room, TV lounge, and laundry. The project will be built in conformance with LEED Silver standards, creating a healthier and more energy efficient environment for the residents.

As a condition for receiving the HOME Loan, the Borrower agrees to provide not less than 15% of the one bedroom units (i.e. 15 units) targeted and restricted to non-elderly disabled residents (NEDs) earning 30% or less of the AMI. The Borrower has further agreed to provide an additional five units which will be restricted to NEDs earning 40% or less of the AMI. The NEDs units will be restricted for at least 15 years in accordance with and meeting the requirement of the Bailey Consent Decree. The term "Non Elderly Persons with Disabilities" means a household that meets the following criteria: 1) whose sole member, head of household, or head of household's spouse has a disability and is under age of 62; 2) which is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability-related reasons; and 3) which is on the HABC waiting list for public or Section 8 subsidized housing.

MINUTES

DHCD - cont'd

Lipman, Frizzell & Mitchell, LLC prepared an appraisal for the permanent lender dated September 26, 2011. The estimated market value of the subject property as if completed and stabilized at restricted rents with consideration to the tax credits is \$12,880,000.00. The appraised value is below the total development cost of the Project which is common for transactions involving Low Income Housing Tax Credits (LIHTC), subsidized rents and preferred governmental financing. The LIHTCs provides equity and are not considered as long-term debt to the property. The rents are considered "restricted" because they are supported with financing that requires long-term income and rent restrictions. As a result, the rent levels are set below the market rate thereby decreasing the property's appraised value. Gap financing, such as the HOME Loan and other governmental sources are in place in order to allow for continuing affordability. The appraised value meets the underwriting standards for the must-pay permanent superior lender. The Department is comfortable with recommending the HOME Loan as described under these circumstances.

Participating Parties:

- a. Developer - The developer of record is Enterprise Housing Corporation
- b. General Contractor - Harkins Builders, Inc. will act as the general contractor and post a payment and performance bond. Hord Coplan Macht will provide architectural services.
- c. Participating Lenders:

Capital One, N.A., or its affiliate (Capital One), will provide a construction loan in first-lien position in an approximate amount of \$9,124,000.00 (the Capital One Construction Loan). The Capital One Construction Loan will have a term of 25 months and interest will accrue at a variable rate, which will be determined monthly using a spread over one-month LIBOR. The Capital One Construction Loan will be repaid from installments of tax credit equity.

MINUTES

DHCD - cont'd

Following repayment of the Capital One Construction Loan, Capital One will provide a permanent loan in the amount of \$600,000.00 (the Capital One Permanent Loan). The Capital One Permanent Loan will be in first-lien position, accrue interest at a rate of approximately 6.5% and will have a term of 15 years with principal amortizing over 30 years.

The HOME Loan will be in second-lien position and will be in an aggregate principal amount not to exceed \$650,000.00. During the construction loan period, which will not exceed 15 months from the date of closing, no interest will be charged on the outstanding principal balance of the loan. The permanent loan period of the Home Loan will be 40 years commencing at construction completion, and during such period, interest will accrue at the lower of the Applicable Federal Rate or 4% simple interest. Payments of principal and interest will be made only from a portion of available cash flow following payment of all Project expenses including superior loan debt payments. The HOME loan will be non-recourse debt.

Enterprise Housing Corporation will provide a deferred loan in third-lien position in an amount not to exceed \$750,000.00 (the AHP Loan) with proceeds from the Federal Home Loan Bank of Atlanta's Affordable Housing Program. During the construction loan period of the AHP Loan, no interest will be charged on the outstanding principal balance of the AHP Loan. The permanent loan period of the AHP loan will be 40 years commencing at construction completion and during such period, interest on the AHP loan will accrue at 0.25% simple interest per annum.

Enterprise Housing Corporation will provide a deferred loan in fourth-lien position in an amount not to exceed \$661,000.00 (the NSP3 Loan) from the U.S. Department of Housing and Community Development (HUD) Neighborhood Stabilization Program (NSP3) funds made available through the State of Maryland Neighborhood Conservation Initiative Grant. During the construction loan period of the NSP3 loan, no interest will be charged on the outstanding

MINUTESDHCD - cont'd

principal balance of the NSP3 loan. The permanent loan period of the NSP3 loan will be for 40 years commencing at the end of construction completion and during this period, interest will accrue on the NSP3 at 0.25% simple interest per annum.

APPROVED FOR FUNDS BY FINANCE**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 a waiver or exception has been made.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$650,000.00	9910-926010-9609	9910-918080-9610
Federal	HOME FY 2010	Irvington Mews
HOME FY'10	Reserve A/C	Senior Apartments

This transfer will provide HOME funds to The Greens at Irvington Mews Limited Partnership for the construction of 100 residential units.

(FILE NO. 57277)

UPON MOTION duly made and seconded, the Board approved the HOME Investment Partnerships Program loan in the amount of \$650,000.00 (HOME Loan) to Greens at Irvington Mews Limited Partnership (Borrower). 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 - HOME Investment
Community Development Partnership Loan

ACTION REQUESTED OF B/E:

The Board is requested to approve a HOME Investment Partnerships Program loan in the amount of \$350,000.00 (HOME Loan) to Empire Homes of Maryland, Inc. (Borrower).

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

AMOUNT OF MONEY AND SOURCE:

<u>Source of Funds</u>		<u>Uses of Funds</u>	
HOME Funds	\$ 350,000.00	Acquisition	\$ 470,000.00
Community Capital of Maryland	450,000.00	Construction	434,300.00
MAHT Grant	150,000.00	Professional Fees	207,300.00
Developer Equity	162,840.00	Construction Financing Fees	65,100.00
Deferred Fee	<u>100,000.00</u>	Permanent Financing Fees	24,540.00
		Soft Costs	<u>11,600.00</u>
	\$1,212,840.00		\$1,212,840.00

Account: 9910-902085-9610

MINUTES

DHCD - cont'd

BACKGROUND/EXPLANATION:

Since 1987, AIRS has provided comprehensive supportive housing services to enhance the quality of life and emphasizing self-sufficiency for low-income and homeless individuals and families living with or at risk of HIV/AIDS or other disabilities. In 2006, AIRS merged with Empire Homes of Maryland, Inc., (Empire), a wholly owned non-profit subsidiary of AIRS, formed as a community housing development organization (CHDO) whose mission is to develop, manage, and maintain affordable residential properties for low-income individuals and families with disabilities. Empire is a subsidiary of AIRS, which is the parent organization that provides permanent supportive housing services.

In December 2008, Empire acquired the property located at 1512 Mt. Royal Avenue (the Property) and has proposed renovating the property into six units: 5 one-bedroom apartments for individuals in their housing program who are disabled, are not old enough to be classified as elderly and need supportive services and one efficiency unit that will be used to house a service coordinator (collectively, the Project). The project will consist of both rehabilitation and new construction.

Empire has agreed that the units will be targeted and restricted to non-elderly disabled residents (NEDs) earning 30% or less of the Area Median Income (AMI). The City and the Housing Authority of Baltimore City (HABC) will require the units to be restricted for exclusive use for at least 15 years in accordance with and meeting the requirements of the Bailey Consent Decree. The term "non-elderly disabled" refers to a family whose 1) sole member, head of household, or head of household's spouse is a person with a disability who is under age 62, 2) which is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability-related reasons, and 3) who is on the HABC waiting list for public or Section 8 subsidized housing.

MINUTES

DHCD - cont'd

If Empire is unable to obtain the Housing Choice Vouchers (HCV) upon completion of the Project, they have agreed to use their Shelter Plus Care Vouchers to serve NEDs clients under the terms of the program for the full 15-year period, subject to continued funding availability for this federal program, or until they receive the HCVs.

1512 Mt. Royal Avenue is located in the historic Bolton Hill section of the City. Due to the historic nature of the rehabilitation, the Project will require an extensive historic and environmentally sensitive renovation to include the addition of an handicapped accessible unit, new construction of a three story addition, and the addition all new plumbing services. Not only does the project afford Empire Homes of Maryland an opportunity to provide housing to an extremely vulnerable population, but the project will also meet the priorities that have been established in the City's Consolidated Plan and the Bailey Consent Decree.

Participating Parties:

- a. Developer - Empire Homes of Maryland, Inc. will be the developer of record.
- b. General Contractor - Alpha Building & Contracting, LLC will be the General Contractor and will be required to post a 100% Payment and Performance Bond.
- c. Architect - Studio AB, will be the architect of record for the project.
- d. Participating Lenders - Community Capital of Maryland has provided an acquisition loan for \$450,000.00. The term and interest rate of the acquisition loan is 5.5% with a maturity date of 2016. The acquisition loan will be converted to a permanent loan upon project completion with an interest rate of 6.5%, a five year term, amortized on a 30-year schedule.

MINUTES

DHCD - cont'd

The Department will provide HOME funds in an amount not to exceed \$350,000.00. During the construction loan period, which will be that 12-month period from loan closing, interest will accrue at a rate of zero percent per annum on

sums advanced. During the permanent loan period, the interest rate charged will be two percent on sums advanced payable from available cash flow. The permanent loan period will be 20 years commencing at the end of the construction period. The entire outstanding principal amount and any accrued interest will be payable upon the completion of the permanent loan period.

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 a waiver or exception has been made.

MINUTESDHCD - cont'd**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$350,000.00	9910-926010-9609	9910-918080-9610
Federal	HOME FY 2010	Empire Homes of
HOME FY'10	Reserve A/C	Maryland

This transfer will provide HOME funds to Empire Homes of Maryland, Inc. for the construction and rehabilitation of 1512 Mt. Royal Avenue.

(FILE NO. 56279)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the HOME Investment Partnerships Program loan in the amount of \$350,000.00 (HOME Loan) to Empire Homes of Maryland, Inc. (Borrower). 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 - Extension of Land Disposition
Community Development Agreement and Lease

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an extension of the land disposition agreement (LDA) and lease with Stadium Place, Inc. This extension waives the original deadline for the settlement of the parcels and extends the term of the lease through November 20, 2021.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On May 29, 2002, the Board approved the LDA with Stadium Place, Inc. for the redevelopment of Stadium Place located at 1000 E. 33rd Street. This extension waives the original deadline for the settlement of the parcels on November 20, 2012 and extends the term of the LDA and lease through November 20, 2021.

MBE/WBE PARTICIPATION:

The developer signed the Commitment to Comply with Article 5, Subtitle 28 of the Baltimore Code, with the original land disposition agreement.

(FILE NO. 56573, SEE ALSO 57214)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the extension of the land disposition agreement and lease with Stadium Place, Inc.

MINUTES

Department of Transportation - On-Call Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an on-call agreement with Century Engineering, Inc. for Project No. 1162. The period of the agreement is effective upon Board approval for two years, or until the upset limit is reached, whichever comes first.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - Upset limit

BACKGROUND/EXPLANATION:

The Department has negotiated and procured the consulting agreement approved by the Office of Boards and Commission, as well as the Architectural and Engineering Awards Commission and now desires to utilize the services of the consultant. 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 the Transportation Engineering and Construction Division in engineering design services to include but are not limited to, on-site project support, GIS support and tasks for various capital improvement Projects.

The consultant has been approved by the Architectural and Engineering Awards Commission.

MINUTES

DOT - cont'd

MBE/WBE PARTICIPATION:

MBE: AB Consultants, Inc.	\$ 90,000.00	9.00%
J.K. Datta Consultants, Inc.	90,000.00	9.00%
Prime Engineering, Inc.	<u>90,000.00</u>	<u>9.00%</u>
Total	\$270,000.00	27.00%
 WBE: Floura Teeter Landscape Architects, Inc.	\$ 70,000.00	7.00%
Chesapeake Environmental Management, Inc.	<u>20,000.00</u>	<u>2.00%</u>
Total	\$ 90,000.00	9.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the on-call agreement with Century Engineering, Inc. for Project No. 1162.

MINUTES

Department of Transportation (DOT) - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Sabra, Wang and Associates, Inc., for Project No. 1162, On-Call Construction Management Services, Reconstruction and Resurfacing Projects. The agreement is effective upon Board approval for two years, or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - Upset limit - to be determined with each individual

BACKGROUND/EXPLANATION:

The DOT has negotiated and procured the consulting agreement approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission and now desires to utilize the services of Sabra, Wang and Associates, Inc.

The costs 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 the Transportation Engineering & Construction Division in engineering design services to include, but will not be limited to on-site project support, GIS support and tasks for various Capital Improvement Projects.

MBE/WBE PARTICIPATION:

MBE: EBA Engineering, Inc.	\$ 80,000.00	8.00%
AB Consultants, Inc.	80,000.00	8.00%
JK Datta Consultants, Inc.	70,000.00	7.00%
MIN Engineering, Inc.	40,000.00	4.00%
	<u>\$270,000.00</u>	<u>27.00%</u>

MINUTES

DOT - cont'd

WBE: Carroll Engineering, Inc. \$ 90,000.00 9.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

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

(FILE NO. 57282)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Sabra, Wang and Associates, Inc., for Project No. 1162, On-Call Construction Management Services, Reconstruction and Resurfacing Projects.

MINUTES

Department of Transportation - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay the American Concrete Institute Maryland Chapter for a federally mandated training course on December 14, and December 21, 2011.

AMOUNT OF MONEY AND SOURCE:

\$8,875.00 - 3001-000000-5011-382900-603020

BACKGROUND/EXPLANATION:

The Transportation Engineering and Construction Division will send 25 employees to a certification training course required for the Public Works Inspectors and Construction Project Supervisors in the Department of Transportation, Transportation Engineering & Construction Division. The course is \$355.00 per attendee.

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 American Concrete Institute Maryland Chapter for a federally mandated training course on December 14, and December 21, 2011.

MINUTES

Department of Transportation - Traffic Impact Study Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a traffic impact study (TIS) agreement with The New Company Limited Liability Limited Partnership. The period of the agreement is effective for 60 business days after the initial payment is made, unless the parties agree in writing that additional time is needed.

AMOUNT OF MONEY AND SOURCE:

\$55,359.02 - Anticipated costs

BACKGROUND/EXPLANATION:

The anticipated costs of this TIS will be covered under Project No. 1059, On-Call Traffic Engineering Studies, Task No. 9, with Van Hangen Brustlin, Inc. The developer has agreed to pay for the total cost of the TIS.

Baltimore City Ordinance 06-345, approved on November 11, 2006, requires a TIS before permits may be approved for projects, as determined by the Director of the Department of Transportation.

Under the terms of this agreement, a TIS is necessary to perform a traffic impact analysis for 6709 Pulaski Highway PUD. The applicant has applied or intends to apply for a building permit in Baltimore City to perform the scope of work for 160,000 square feet of retail space, or 198,000 square feet of warehouse space, or 74,000 square feet of retail and 56,800 square feet of warehouse.

MINUTES

Department of Transportation - cont'd

The TIS assesses three development scenarios in order to accommodate the final land-use mix of the PUD and its relative traffic impacts.

MBE/WBE PARTICIPATION:

N/A

(FILE NO. 52987)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the traffic impact study agreement with The New Pulaski Company Limited Liability Limited Partnership.

MINUTES

Department of Transportation - On-Call Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve an assignment of Task No. 005 to STV, Inc. under Project No. 1113, On-Call Services for Federal Aid Resurfacing and Reconstruction.

AMOUNT OF MONEY AND SOURCE:

\$655,374.54 - 9950-902323-9527-900010-703032

BACKGROUND/EXPLANATION:

This authorization provides for design engineering services for the roundabout at the intersection of Key Highway and Light Street. The work includes design and preparation of contract documents for the construction of the roundabout and related intersection improvements. Additional services also include field surveys and base map preparation, roadway design, pavement design, signing and pavement marking design, erosion and sediment control design, landscaping design, roadway and street lighting design and utility design.

DBE PARTICIPATION:

The Consultant will comply with Title 49 Code of Federal Regulations Parts 26 and the DBE goals established in the original agreement.

APPROVED FOR FUNDS BY FINANCE

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

(FILE NO. 56533)

MINUTES

Department of Transportation - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 517,498.40 Federal	9950-903184-9528 Constr. Reserve Waterfront Promenade	
69,231.20 Federal	9950-902106-9528 Constr. Reserve Canton Industrial Park	
144,182.40 <u>MVR</u>	9950-903323-9528 Constr. Reserve Key Highway Inner Harbor	
\$ 730,912.00	-----	9950-902323-9527-3 Design & Study - Key Highway at Light Street Roundabout

This transfer will fund costs associated with design engineering services for the Roundabout at the intersection of Key Highway and Light Street by STV, Inc.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 005 to STV, Inc. under Project No. 1113, On-Call Services for Federal Aid Resurfacing and Reconstruction. 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.

MINUTES

Department of Transportation - On-Call Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve an assignment of Task No. 006 to STV, Inc. under Project No. 1113, On-Call Services for Federal Aid Resurfacing and Reconstruction.

AMOUNT OF MONEY AND SOURCE:

\$474,183.17 - 9950-906645-9527-900010-703032

BACKGROUND/EXPLANATION:

This authorization provides for design engineering services for the construction of a permanent Greyhound Terminal at 2110 Haines Street. The new terminal building will be built in four phases with the fourth phase being the food service bay along with the fuel tank dumpster. This project will be developed under four phases and documents will be prepared for each phase.

DBE PARTICIPATION:

The Consultant will comply with Title 49 Code of Federal Regulations Parts 26 and the DBE goals established in the original agreement.

APPROVED FOR FUNDS BY FINANCE

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

(FILE NO. 56533)

MINUTES

Department of Transportation - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$521,789.40	9950-905645-9528	9950-906645-9527-3
Federal	Constr. Reserve	Design & Study
	Intercity/inter-	Greyhound Terminal
	modal Terminal	

This transfer will fund costs associated with design engineering services for the construction of a Greyhound Terminal at 2110 Haines by STV, Inc.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 006 to STV, Inc. under Project No. 1113, On-Call Services for Federal Aid Resurfacing and Reconstruction. 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.

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:

4075 - 4084

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.

The President **ABSTAINED** on Bureau of
Purchases Item Nos. 1 and 5.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases

1. B50002105, Combined Services for Weather -ization Assistance and Lead Abatement at Low- Income Residences	Coalition to End Childhood Lead Poisoning, Inc. Hawkeye Construc- tion, LLC Goel Services	\$ 600,000.00 500,000.00 400,000.00
	Total:	<u>\$1,500,000.00</u>

MWBOO SET GOALS OF 15% MBE AND 5% WBE.

MWBOO FOUND THE VENDORS IN NON-COMPLIANCE.

Coalition to End Childhood Lead Poisoning, Inc.:

MBE: Reliable Heating & Cooling, LLC 15%

WBE: Baltimore Window Factory, Inc. See note below*

*Baltimore Window Factory, Inc. is not certified for Materials/Supplies: 'Lead Hazard Reduction Supplies.'

Hawkeye Construction, LLC

MBE: First Potomac Environmental Corp. Inc. 15%

WBE: Baltimore Window Factory, Inc.*

*Baltimore Window Factory, Inc. is not certified to perform the work/services: install replacement windows.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases - cont'dGoel Services, Inc.**MBE:** Danison, Inc. See note below***WBE:** USA Energy Company, Inc. See note below**

*Part B: MBE/WBE Statement of Intent form does not list a description of the work/service or materials/supplies and does not list a subcontract amount or subcontract percentage. Danison, Inc. is not in good standing with the Maryland Department of Assessments and Taxation. The bidder will be allowed to substitute an approved MBE if Danison, Inc. is not in good standing at the time of award.

**Part B: MBE/WBE Statement of Intent form does not list a subcontract amount or subcontract percentage.

AWARD IS RECOMMENDED SUBJECT TO VENDORS COMING INTO COMPLIANCE WITHIN 10 DAYS OF AWARD.

2.	B50002125, Cytology Testing Services	Onco Diagnostic Services, Inc.	\$ 86,000.00
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MWBOO GRANTED A WAIVER.

3.	B50002150, Aluminum Street Light Poles and Accessories	<u>1st Call</u> P & K Tubular Products/ Flagpoles, Inc.	\$2,000,000.00
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	<u>2nd Call</u> Valmont Industries, Inc.	500,000.00
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Total:	<u>\$2,500,000.00</u>
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MWBOO GRANTED A WAIVER.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases - cont'd

4.	B50002174, 2012 Ford Explorer XLT	Apple Ford, Inc. Group	\$	58,364.00
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MWBOO GRANTED A WAIVER.

5.	B50002175, 2012 Sport Utility Vehicles	<u>Item No. 1</u> Chapman Auto Group	\$	41,149.75
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		<u>Item No. 2</u> Hertrich Fleet Services, Inc.	\$	50,367.00
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MWBOO GRANTED A WAIVER.

6.	B50002185, Aluminum Sulfate for Water Filtration Plants	USALCO, LLC	\$	2,000,000.00
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MWBOO GRANTED A WAIVER.

Department of Public Works/
Department of Recreation and Parks

7.	RP 09816, Morrell Park Recreation Center	Tech Contracting Co., Inc.	\$	3,922,010.00
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MBE:	Spears Mechanical Contractors, Inc.	\$	728,000.00	18.56%
	Superior Automatic Sprinkler Corp.		35,000.00	0.89%
	Pioneer Contracting Company, Inc.		257,000.00	6.55%
			\$1,020,000.00	26.00%

WBE:	Moisture Proof & Masonry, Inc.	\$	390,000.00	9.94%
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MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:**Department of Recreation and Parks - cont'd**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
8. \$ 394,000.00	9938-902743-9475	
Rec. & Parks	Reserve	
24 th Series		
1,182,000.00	9938-902743-9475	
State	Reserve	
	Morrell Park	
	Rec. Center	
995,000.00	9938-901744-9475	
Rec. & Parks	Reserve	
24 th Series	Clifton Park	
	Rec. Center	
75,000.00	9938-902742-9475	
Rec. & Parks	Reserve	
25 th Series	Rec. & Parks	
	Facilities Improve-	
	ments FY08	
467,000.00	9938-903789-9475	
Rec. & Parks	Reserve	
25 th Series	Rec. & Parks	
	Facilities Improve-	
	ments FY09	
120,000.00	9938-902759-9475	
Rec. & Parks	Rec. & Parks	
24 th Series	Facilities Improve-	
	ments FY09	
735,000.00	9938-913001-9475	
State	Reserve-Unallotted	
<u>\$3,968,000.00</u>		

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:TRANSFER OF FUNDS - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
		Rec. & Parks Facilities Improve- ments FY09

This transfer will provide funds to cover the costs associated with the award of the Morrell Park Recreation Center, Contract No. RP 09816 to Tech Contracting Co., Inc.

Department of Transportation

9. TR 03333, Sinclair	Lane Construction	\$4,617,047.50
Lane Bridge over	Corporation	
CSXT Railroad		

DBE: Wilton Corporation	\$ 446,200.00	9.66%
Genesis Steel Service	242,400.00	5.25%
Janette Redrow, Ltd.	17,820.00	.39%
Machado Construction Co.	524,700.00	11.36%
Sunrise Safety Services	77,000.00	1.67%
Priceless Industries, Inc.	20,600.00	.45%
Charles Tillman Paving	267,000.00	5.78%
Alfredo Trucking Inc.	121,600.00	2.63%
Century Fence Constr.	13,200.00	.29%
Alliance Concrete Corp.	68,000.00	1.47%
	<u>\$1,798,520.00</u>	<u>38.95%</u>

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Department of Transportation - cont'd

10. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,340,776.16	9950-919001-9509	
Federal	Constr. Reserve	
	Highway Federal	
4,022,328.47	9950-902363-9509	
Other	Constr. Reserve	
<u>\$5,363,104.63</u>	Sinclair Lane	
	over CSX	
\$4,617,047.50	-----	9950-901363-9508-6
		Struc. & Improv.
461,704.75	-----	9950-901363-9508-5
		Inspections
230,852.38	-----	9950-901363-9508-2
		Contingencies
53,500.00	-----	9950-901363-9508-7
<u>\$5,363,104.63</u>		Utilities -
		Sinclair Lane over
		CSX

This transfer will provide funds to cover the costs associated with the award of TR 03333 to Lane Construction Corporation.

A PROTEST WAS RECEIVED FROM LANE CONSTRUCTION CORPORATION.

President: "The first item on the non-routine agenda can be found on Pages 88 to 89, items nos. 9 and 10. TR 03333, Sinclair Lane Bridge over CSXT Railroad and associated Transfer of Funds. Will the parties please come forward?"

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:**

Department of Transportation - cont'd

Mr. Haynes: "Good morning Mr. President, the name is Dan Haynes. I am in-house counsel appearing on behalf of Lane Construction, in support of the protest which was filed with respect to this solicitation and papers have been submitted in September of 1 and 23. The basis of the protest was an inadvertent error that was made in a particular line item or a zero was deleted and an intention to be a \$1,339,000.00 was in fact \$139,000.00, that was pointed out to the Department and the Board was requested to allow rescission, withdrawal of that bid on the grounds of a unilateral mistake. We have produced, I think, with our filings substantial evidence corroborating the nature and the magnitude of the mistake, which was inadvertent and unintended. We originally were announced as the second low bidder but only as a result of the tabulation were we identified then as the low bidder for the City. I am available to answer any questions the Board may have."

Mr. Kendrick: "Good morning Mr. President, members of the Board. Jamie Kendrick, Department of Transportation. Ah, DOT has reviewed the bids and subsequent paperwork filed by Lane and

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Department of Transportation - cont'd

concur that a mistake in the amount of approximately \$1,250,000.00 was made by Lane. We do not believe that it is in the City's best interest to award a contract to a contractor that does not wish to proceed and perform the subject work. We have conferred with our partners at Federal Highway and CSX who are funding this project. They concur with our recommendation, subject to final paperwork being submitted by us. We would ask the Board to sustain the protest and award the contract subject to final Federal Highway approval."

City Solicitor: "And also to complete the record for the Law Department, the Law Department agrees that the withdrawal of the bid based on the error and based on the circumstances tendered by the bidder, would be legally appropriate for the bid."

President: "I would entertain a Motion."

City Solicitor: "I MOVE that we grant the bid protest. We allow Lane to withdraw the bid and that we authorize the Department to proceed to award the contract to Concrete General,

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Department of Transportation - cont'd

subject to the approval of the Federal Highway Administration and the dollar amounts that the Deputy Comptroller will read into the record."

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

Deputy Comptroller: "Okay I will read into the record now the amounts that go will that Motion. The recommended awardee would be Concrete General in the dollar amount of \$5,694,538.15. The DBE participation would be:

DBE: Genesis Steel Services	\$ 265,612.62	4.66%
Alliance Concrete	67,066.50	1.18%
Bay City Construction	167,250.00	2.94%
Metro Petroleum	36,000.00	0.63%
Rowen Concrete	670,010.00	11.77%
Janette Redrow, Inc.	3,384.79	0.06%
Holmes Lawn Care	4,961.10	0.09%
Best Fence	8,450.00	0.15%
Wilton Corporation	423,639.44	7.44%
Brick House Brown	32,800.00	0.58%
Oelmann Electric Supply	40,677.00	0.71%
Total	\$1,719,851.45	30.20%

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Department of Transportation - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,340,776.16	9950-919001-9509	
Federal	Constr. Reserve	
	Highway Federal	
4,022,328.47	9950-902363-9509	
Other	Constr. Reserve	
<u>\$5,363,104.63</u>	Sinclair Lane	
	over CSX	
\$4,617,047.50	-----	9950-901363-9508-6
		Struc. & Improv.
461,704.75	-----	9950-901363-9508-5
		Inspections
230,852.38	-----	9950-901363-9508-2
		Contingencies
53,500.00	-----	9950-901363-9508-7
<u>\$5,363,104.63</u>		Utilities -
		Sinclair Lane over
		CSX

This transfer will provide funds to cover the costs associated with the award of TR 03333 to Concrete General.

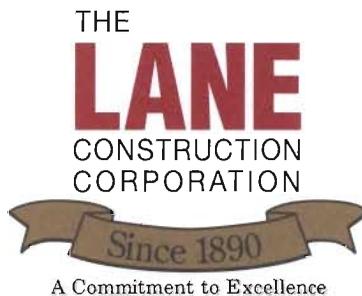
And that is the information for that recommended awardee Mr.

President, members of the Board."

President: "Thank you."

CLERK'S NOTE:

The transfer of funds for the award to Concrete General, Inc. was resubmitted for approval to the Board of Estimates on January 25, 2012, in the amount of \$6,602,218.87.



September 1, 2011

VIA FEDEX & FACSIMILE (410) 685-4416

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

**Re: Sinclair Lane Bridge Rehabilitation
Over CSXT Railroad ("Contract")
Baltimore City No. TR03333
F.A.P. No. HP – BR – 2755 (1)(E)
S.H.A. No. B.C. 318-016-815
Notice of Bid Protest and Request for Documentation
Under Maryland Public Information Act**

Dear Sir or Madam:

This letter is written to you in my capacity as legal counsel for The Lane Construction Corporation ("Lane") and constitutes a Notice of Bid Protest in accordance with General Provision 2.22 of the above-referenced Contract and a request under the Maryland Public Information Act.

This letter is written in response to the City of Baltimore's memorandum dated August 25, 2011 ("City Memo") denying Lane's request to correct the amount of its bid on the grounds of an error.

I. Background

On July 27, 2011, Lane submitted a bid on the above-referenced project in the amount of \$5,868,047.50.

At 1:00 p.m. on that same date, bids were opened by the City of Baltimore, ("City") confirming that Lane's bid was second, with the low bid being submitted by

Concrete General in the amount of \$5,732,838. A total of seven (7) bidders submitted bids on the Contract.

On August 8, 2011, Lane was surprised to receive paperwork from the City requesting Work Capacity Statements, Experience and Equipment Forms and DBE forms to be submitted within ten (10) days. In response to its telephone inquiry, Lane was advised by the City at that time that it had a mistake in its bid and the City considered Lane's bid total to be \$4,617,047.50.

Alerted for the first time by the City concerning this mistake, Lane requested and subsequently received the page of the bid form which revealed the error. Upon review, Lane determined that an error had occurred in the completion of Line Item 405, Substructure Concrete for Bridge. The amount intended was \$1,390,000, but this number was incorrectly filled in as \$139,000. By written request dated August 9, 2011, (copy attached as Exhibit I), Lane furnished the City its notice of a bid error, and requested permission to rectify the mistake by changing the bid lump sum price for Item 405 to its intended amount of \$1,390,000.

In support of its position, Lane furnished the City with a copy of its bid proposal worksheet showing the intended bid amount of \$1,390,000; a printout of its estimating system further confirming the intended amount; and even evidence of the direct costs associated with the line item demonstrating the actual cost of the work in the amount of \$1,063,250 greatly exceeded the \$139,000 that had been inadvertently inserted.

Despite numerous inquiries of the City, Lane did not receive any response to its August 9 letter until August 26, 2011 at which time it was forwarded a copy of the City Memo which was authored by Leslie Winner, Chief Solicitor of the City, and which rejected Lane's request to correct the error on the grounds that all bids are filed irrevocably.

It is the receipt of the City Memo evidencing an apparent intention to proceed ahead with the award of the Contract to Lane at the sum \$4,617,047.50, which compels Lane at this time, in an abundance of caution, to file this protest.

In support of its protest and in rebuttal of the conclusions set forth in the City Memo, Lane furnishes the following:

II. The City Has Failed To Follow Its Own Contract Procedures

As a preliminary note, the procedure followed by the City appears to conflict with the requirements of General Provision 2.14, which provides that if the Director of the Department of Transportation knows or has reason to conclude that a mistake has been made, it may require the bidder to confirm the bid. However, in the present instance, it would appear that the City re-tabulated the bid line items from Lane's bid on its own and, instead of advising Lane of the apparent mistake or discrepancy and requesting a clarification or verification of the amount, and without any notice to Lane, chose to request Lane to furnish Contract documentation intending to proceed with an award of the Contract to Lane at the sum of \$4.6 million. Such actions are inconsistent with the intent of General Provision 2.14a and the general principle that a public agency is obligated to verify bid amounts when it has reason to believe a mistake has been made. Unfortunately, the City's actions deprived Lane of the ability to clarify this matter at an earlier point in time.

Lane also takes issue with the statement set forth in the first paragraph of the City Memo that Lane "submitted the lowest apparent bid." In fact, Lane's price of \$5,868,047.50 was not the lowest price, but was the second low price. This was actually confirmed when the City read out the prices on July 27, 2011.

III. The Correction Of Lane's Mistake In Line Item 405 Is Mandated By The General Provisions And Applicable Maryland Law.

For some inexplicable reason, the City Memo acknowledges General Provision 2.14 Mistake in Bids, but then refuses to apply this provision to the facts of the case. General Provision 2.14(1) states:

"If the mistake and intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the document are typographical errors, errors in unit prices, transposition errors and arithmetical errors."

(Emphasis added)

It is undisputable that Lane has committed an error which is clearly evident on the face of the bid; this is best demonstrated by the City's unilateral

recalculation of Lane's bid after it discovered the fact that the line items did not add up to the total sum.

The City cannot contend in good faith that the "intended correction" is somehow not evident. This is an unreasonable position as evidenced by the following:

1. Copy of Lane's work proposal worksheet showing on Line Item 405 the intended bid amount to be \$1,390,000.
2. Printout from Lane's estimating system showing Line Item 405 in the amount of \$1,390,000.
3. Evidence of the direct costs associated with the performance of the scope of work encompassed by Line Item 405 demonstrating the cost of the work is in excess of \$1 million; thereby defying any reasonable interpretation that \$139,000 was the correct number.
4. Inadvertent substitution of "\$139,000" for the intended "\$1,390,000" resulting from a dropping of a "0" from the line item. When the correct Line Item 405 amount of \$1,390,000 is used the sum totals up to be the correct bid amount of \$5,868,047.50 as set forth in both the Final Bid Total and the DBE Participation.
5. It is also Lane's belief that the calculations set forth on Lane's duplicate set of bids furnished on July 27, 2011, will support its position. However, despite the demands to date, the City has refused to review and provide copies to Lane. It is irrelevant whether the City considers such duplicate copy to be "unofficial" since it is expected to be further corroboration of Lane's position in this matter.

It is significant to note that the City Memo does not even address the aforementioned evidence of the bid mistake.

The language of General Provision of 2.14(a) is consistent with Maryland law, which governs the Contract and the bid. The City has identified the correct principles of law as set forth in the decision rendered in Mayor and City Council of Baltimore v. DeLuca Davis Construction Company, Inc., 124 A.2d. 557 (Md. 1956) which confirms the entitlement of contractors who make unilateral mistakes to rescission for unilateral mistakes, subject to compliance with the following four (4) conditions:

1. The mistake must be of such grave consequence that to enforce the contract would be unconscionable; and
2. the mistake must relate to a material feature of the contract; and
3. the mistake must not come about because of the violation of a positive legal duty or from culpable negligence; and
4. the other party must be put in status quo to the extent that he suffers no serious prejudice, except the loss of his bargain. 124 A.2d. at 563.

Lane has satisfied this criteria since there can be no controversy that the mistake deals with the material feature of the Contract, the price; there is no evidence that Lane was somehow culpably negligent in making this inadvertent clerical error; and there is simply no issue that the granting of a rescission of the bid on account of this unilateral mistake will not cause the City any damage except for the loss of its bargain.

Focusing on the first criterion, it is clear that the attempt by the City to deny Lane's right to correct its bid mistake and, instead, enforce the \$139,000 bid item is unconscionable under Maryland Law. The City's position will cause Lane to suffer damages in the amount of approximately \$1,251,000. This is far in excess of the \$598,880 sum found to be unconscionable by the court in DeLuca- Davis. In similar circumstances, Maryland courts have consistently determined that omissions of the sum of \$160,000-\$169,000 (President and Commissioner of Mount St. Mary's et al. v. Aetna C & S, Co., 233 F.Supp. (D.Md. 1964); or a failure to include labor costs of \$253,371.00 (Baltimore County, Maryland et al. v. John K. Ruff, 375 A.2d 237 (Md. 1977) were also mistakes that were substantial in material; justifying the rescission of bids on account of unilateral mistakes.

While acknowledging the proper standard to be applied under DeLuca- Davis the City Memo erroneously concludes that the Board is powerless to permit the bidder to withdraw; seemingly paralyzed simply because the bids were deemed to be irrevocable.

However, such a conclusion violates controlling Maryland precedent and renders a grave injustice in the present circumstances. The Board of Estimates is bound by Maryland law and cannot fixate solely on the requirement for a bid guarantee. As the Maryland courts have pronounced on more than one occasion,

characterization of bids as irrevocable does not relieve the soliciting agency of its obligations to rescind bids on account of unilateral mistakes. See DeLuca- Davis.

In this regard, Lane believes it is also important for this Board to realize that in light of the federal funding of the subject Contract, the Board's actions must also be consistent with the basic principles of federal procurement law which also recognize a fundamental right of bidders who commit clerical or mathematical errors to the rescission or correction of bids. See e.g. FAR 14.407-2.

Therefore, for all of the reasons as set forth herein, Lane requests that it be allowed to withdraw its bid on account of the mistake committed in completing Line Item 405.

IV. Lane Is Entitled To Be Provided With Documents Which Will Further Substantiate The Relief Being Requested

While Lane believes it has already provided with its August 9, 2011 letter more than sufficient corroboration of the nature and magnitude of the subject mistake, Lane also believes there is evidence in the possession of the City which can further substantiate Lane's intentions.

Therefore, pursuant to State Government Articles Sections 10-611 through 10-628 (Maryland Public Information Act) Lane hereby respectfully requests the City to make available for inspection the following records in the City's custody and control which Lane believes will further substantiate its position:

1. Copy of Lane's duplicate bid document as submitted by Lane on July 27, 2011.
2. Copy of City's engineers' estimate for the subject Contract.
3. Copy of Schedules of Prices furnished by the other six (6) bidders on July 27, 2011 for the subject Contract.

If all or any part of this request is denied, I request that I be provided with a written statement of the grounds for denial.

Pending receipt of your response to this request under the Maryland Public Information Act and resolution of the bid mistake issue as set forth in this protest,

Board of Estimates
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we respectfully request that the City take no further action with respect to the award of the Contract to Lane.

In addition, we also request a meeting with the Board and other appropriate city officials and legal representatives at their earliest convenience in order to discuss this protest and endeavor to reach an amicable resolution.

We appreciate your prompt attention to this matter and would be glad to furnish any additional information which can assist you in the resolution of this issue.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan A. Haynes".

Dan A. Haynes

DAH/kag

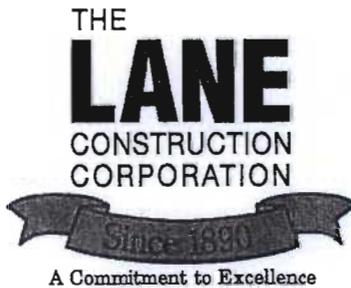
Attachments: Exhibit 1- Lane August 9, 2011 letter with attachments

cc: Ms. Laetitia Griffin, City of Baltimore (via email-
Laetitia.griffin@baltimorecity.gov)
City of Baltimore
Department of Transportation, Contract Administration
E. Fayette Street
Baltimore, MD 21202

Ms. Leslie Winner, Solicitor (via email)
City of Baltimore
Law Department
100 N. Holliday Street
Suite 101
Baltimore, MD 21202

Mr. Joseph Lark (via email)
Mr. Ken Prince (via email)
Mr. Michael Howes (via email)

EXHIBIT 1



14500 Avion Parkway
Suite 200
Chantilly, VA 20151
703-222-5670 Phone
703-222-5960 Fax
LaneConstruct.com

Joseph P. Lark
Regional Vice President
Mid-Atlantic Region

City of Baltimore, Department of Transportation
7 East Redwood Street
Baltimore, MD 21202

August 9, 2011

Attn: Ms. Laetitia D. Griffin
Chief Contract Administration

Ref: Sinclair Lane Bridge Rehabilitation over CSXT Railroad
Baltimore City No. TR03333
F.A.P. No. HP-BR-2755(1)E
S.H.A. No. BC 318-016-815
Bid Mistake

Dear Ms. Griffin:

Please refer to the recent bid submission for the subject project on July 27, 2011 from The Lane Construction Corporation. It has come to our attention that there is an error in our bid submission. This results in an incorrect bid total rendering our total price much lower than our intended submission.

As related in your phone conversations with our Chief Estimator Michael Howes, the lump sum price for Item 405 Substructure Concrete for Bridge was incorrectly filled in by our courier submitting the bid. Instead of the instructed amount of "One Million Three Hundred Ninety Thousand Dollars", the proposal was filled in with the amount of "One Hundred Thirty Nine Thousand Dollars." As proof of our intended bid amount, we offer the following evidence.

1. A copy of our bid proposal worksheet page 495 showing the intended bid amount of \$1,390,000 is attached. We maintain a copy of the submitted paperwork so the bid team can work along with the final courier submittal team in filling out the final bid items.
2. Also attached is a printout from our estimating system HCSS showing Item 405 (Item 4050 in the HCSS language) as this amount. This is a printout of the entire bid proposal items as we intend to be submitted. The item in question is highlighted.
3. As further evidence, we are attaching our direct costs associated with this item. Since the cost for the work for this item is \$1,063,250, it is not reasonable to expect that we would submit a bid price at a fraction of the cost. A bid lump sum price of \$1,390,000 would seem to be much more reasonable. This item is one of the major items in the Contract and as such would be bid with markup for overhead and profit. We are sure that if the DOT were to check the other

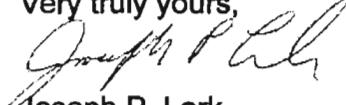
competitors' prices for this item, you will find similar amounts. Certainly, there will not be any prices near the mistakenly written amount of \$139,000.

4. The difference between the mistaken lump sum price of \$139,000 and the intended lump sum price of \$1,390,000 is \$1,251,000. This is the exact difference between our submitted bid total of \$5,868,047.50 and the "apparent corrected" total of \$4,617,047.50.

In accordance with General Provision GP-2.14 MISTAKE IN BIDS, Paragraph (a), we hereby request that we be allowed to correct the obvious mistake in accordance with Subparagraph (1) and change the Bid Lump Sum Price for Item 405 to the intended and directed amount of \$1,390,000.

Please contact either Ken Prince, Asst. District Manager (email KKPrince@Laneconstruct.com) or Michael Howes, Mid Atlantic Region Chief Estimator (email MLHowes@Laneconstruct.com) at 703 -222-5670 to come to a resolution of this matter. Both parties are available to come discuss this matter at your convenience.

Very truly yours,



Joseph P. Lark
Regional Vice President - Mid-Atlantic Region

Cc: Cheshire JPL KKP MLH File
Attachments

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
401	LUMP SUM	CCN 40000 LUMP SUM — REMOVAL OF EXISTING BRIDGE SUPERSTRUCTURE AT <u>TWO HUNDRED FORTY THOUSAND</u> LUMP SUM DOLLARS	LUMP SUM	—	215,000	—
402	LUMP SUM	CCN 40000 LUMP SUM — REMOVAL OF PORTIONS OF EXISTING SUBSTRUCTURE AT <u>SEVENTY FIVE THOUSAND DOLLARS</u> LUMP SUM	LUMP SUM	—	75,000	—
403	LUMP SUM	CCN 40000 LUMP SUM — CLASS 3 EXCAVATION AT _____ LUMP SUM	LUMP SUM	—	475,000	—
404	1,080	CCN 40000 LINEAR FEET OF _____ DRILLED HOLES IN EXISTING MASONRY AT <u>TWENTY FIVE DOLLARS</u> PER LIN. FT.	25	00	27,000	—
405	LUMP SUM	CCN 40000 LUMP SUM — SUBSTRUCTURE CONCRETE FOR BRIDGE AT _____ LUMP SUM	LUMP SUM	—	1,390,000	—
406	LUMP SUM	CCN 40000 LUMP SUM — SUPERSTRUCTURE CONCRETE FOR BRIDGE AT _____ LUMP SUM	LUMP SUM	—	300,000	—
CATEGORY NO. 4 NO ALTERNATES.						

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

SCHEDULE OF PRICES

08/09/2011
 11MD04
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14:08
 City of Baltimore: Sinclair Lane Bridge

BID TOTALS

<u>BidItem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1020	Clearing and Grubbing	1.000	LS	30,000.00	30,000.00
1030	Type B Engineer's Office	1.000	LS	92,000.00	92,000.00
1040	5" Yellow Nontoxic LdFree Water Pavt Mkg Paint	500.000	LF	1.20	600.00
1050	5" White Nontoxic LdFree Water Pavt Mkg Paint	500.000	LF	1.20	600.00
1060	5" Yellow Removable Preformed Pavt Line Mkgs	500.000	LF	2.75	1,375.00
1070	5" White Removable Preformed Pavt Line Mkgs	500.000	LF	2.75	1,375.00
1080	Removal of Removable Preform Pavt Line Mkg Any W	1,000.000	LF	0.60	600.00
1090	Removal of Existing Pavt Line Mkg Any Width	1,000.000	LF	3.00	3,000.00
1100	Maintenance of Traffic	1.000	LS	55,000.00	55,000.00
1110	Graded Aggregate Base for MOT	150.000	TONS	42.00	6,300.00
1120	Hot Mix Asphalt for MOT	150.000	TONS	175.00	26,250.00
1130	Arrow Panel	750.000	DAYS	20.00	15,000.00
1140	Temp Traffic Signs (High Performance Wide Angle)	1,000.000	SF	18.00	18,000.00
1150	Reflective Barrier Markers	26.000	EACH	40.00	1,040.00
1160	Type III Barricade for MOT	16.000	EACH	250.00	4,000.00
1170	Temp Crash Cushion Sand Filled Plastic Barrels for	16.000	BARR	275.00	4,400.00
1180	Vertical Panels	2.000	EACH	55.00	110.00
1190	Drums for MOT	150.000	EACH	95.00	14,250.00
1200	Portable Variable Message Signs (PVMS)	224.000	DAYS	140.00	31,360.00
1210	Temp Orange Construction Fence	500.000	LF	2.50	1,250.00
1220	Rem & Reset Temp Orange Constr. Fence	500.000	LF	1.75	875.00
1230	Protection Vehicle	8.000	DAYS	575.00	4,600.00
1240	Precast Temp 32" F Shape Conc Traffic Barrier	600.000	LF	25.00	15,000.00
1250	Reset Precast Temp 32" F Shape Conc Traffic Barrie	250.000	LF	11.00	2,750.00
1260	Construction Stakeout	1.000	LS	155,000.00	155,000.00
1270	Mobilization	1.000	LS	300,000.00	300,000.00
1280	CPM Project Schedule	1.000	LS	3,500.00	3,500.00
1290	On-The-Job Training	2,000.000	HOUR	0.80	1,600.00
1300	Delays Due to RR Trains	300.000	HR	375.00	112,500.00
2010	Class I Excavation	1,749.000	CY	12.50	21,862.50
2020	Class I-A Excavation	200.000	CY	22.50	4,500.00
2030	Geosynthetic Stabilized Subgrade using Graded Aggr	220.000	CY	50.00	11,000.00
2040	Borrow Excavation	2,756.000	CY	30.00	82,680.00
2050	Test Pit Excavation	22.000	CY	65.00	1,430.00
2060	Removal of Existing Curb (Any Type)	2,176.000	LF	10.00	21,760.00
2070	Saw Cuts	400.000	LF	6.00	2,400.00
2080	Removal of Existing Pavement	149.000	CY	35.00	5,215.00
2090	Removal of Existing Sidewalk	149.000	CY	35.00	5,215.00
3010	Temp Gabion Stone Outlet Structure (TGOS)	1.000	EACH	2,500.00	2,500.00
3020	Underground Sand Filter	1.000	EACH	25,000.00	25,000.00
3030	Excavatable Flowable Backfill	3,300.000	CY	100.00	330,000.00
3040	Stabilized Construction Entrance	100.000	TONS	36.00	3,600.00
3050	Rehabilitate Stabilized Construction Entrance	50.000	TONS	36.00	1,800.00
3060	15" Reinforced Conc Pipe, Class IV	35.000	LF	28.00	980.00
3070	Std Type E Inlet, Min Depth	3.000	EACH	2,675.00	8,025.00
3080	Std Shallow Manhole 4' Sq with Type D F&C, Min De	1.000	EACH	3,000.00	3,000.00
3090	48" Dia Manhole for 12"-24" Pipes, Min Depth	1.000	EACH	3,000.00	3,000.00
3100	Adjust Existing Manhole	2.000	EACH	2,250.00	4,500.00
3110	Portable Sediment Tank	1.000	EACH	2,750.00	2,750.00
3120	Inlet Protection	5.000	EACH	325.00	1,625.00
3130	4"-7" Stone for Sediment Control	10.000	TONS	50.00	500.00
3140	Silt Fence	140.000	LF	2.75	385.00
4010	Removal of Exist Bridge Superstructure	1.000	LS	215,000.00	215,000.00

08/09/2011
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14:08
 City of Baltimore: Sinclair Lane Bridge

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
4020	Removal of Portions of Exist Substructure	1.000	LS	75,000.00	75,000.00
4030	Class 3 Excavation	1.000	LS	475,000.00	475,000.00
4040	Drilled Holes in Existing Masonry	1,080.000	LF	25.00	27,000.00
4050	Substructure Concrete for Bridge	1.000	LS	1,390,000.00	1,390,000.00
4060	Superstructure Concrete for Bridge	1.000	LS	300,000.00	300,000.00
4070	Parapet Concrete	1.000	LS	80,000.00	80,000.00
4080	Contingent Mix No. 3 Concrete	20.000	CY	650.00	13,000.00
4090	Epoxy Coated Reinf Steel Bars in Superstructure	1.000	LS	88,000.00	88,000.00
4100	Fabricated Structural Steel	1.000	LS	550,000.00	550,000.00
4110	Steel Stud Shear Developers	3,500.000	EACH	4.25	14,875.00
4120	Epoxy Protective Coating for Abutments	4,760.000	SF	6.00	28,560.00
4130	Chain Link Safety Fence for Bridge, Type II	130.000	LF	115.00	14,950.00
4140	Floodlighting for Bridge	6.000	NIGH	250.00	1,500.00
4150	Repointing Masonry Joints	1.000	LS	3,500.00	3,500.00
4160	Bridge Roadway Joints	310.000	LF	250.00	77,500.00
4170	Contingent Masonry Removal	20.000	CY	1,500.00	30,000.00
4180	Contingent Reinforcing Steel	500.000	LBS	2.50	1,250.00
5010	Construction Fabric for Full Depth Paving	3,370.000	SY	5.00	16,850.00
5020	HMA Superpave 12.5mm Surface, PG64-22, Level 2 D	59.000	TONS	130.00	7,670.00
5030	HMA Superpave 12.5mm Surface, PG64-22, Level 2	2,134.000	TONS	125.00	266,750.00
5040	HMA Superpave 12.5mm Surface, PG76-22, Level 2 D	491.000	TONS	125.00	61,375.00
5050	HMA Superpave 19.0mm Base, PG64-22, Level 2 Driv	121.000	TONS	95.00	11,495.00
5060	6" Graded Aggr Base Course for Driveway	1,043.000	SY	16.00	16,688.00
5070	6" Graded Aggr Base Course	4,384.000	SY	13.50	59,184.00
5080	Grinding HMA Pavement 0" to 2"	151.000	SY	48.00	7,248.00
5090	8" Portland Cem Conc Pavt for Driveway Mix 6	169.000	SY	60.00	10,140.00
5100	5" White LdFree Reflective Thermoplas Pavt Mkgs	395.000	LF	2.50	987.50
5110	5" Yellow LdFree Reflective Thermoplas Pavt Mkgs	1,135.000	LF	2.50	2,837.50
5120	12" White LdFree Reflective Thermoplas Pavt Mkgs	802.000	LF	6.50	5,213.00
5130	24" White LdFree Reflective Thermoplas Pavt Mkgs	140.000	LF	12.00	1,680.00
5140	5" White Perm Preform Patterned Reflective Pavt Mk	860.000	LF	7.00	6,020.00
5150	HMA Pavement (Saw Cutting 2" Depth)	400.000	LF	6.00	2,400.00
5160	Var. Depth Patching using Graded Aggr Base Course	40.000	TONS	55.00	2,200.00
6010	Std Type A Curb 8" x 16"	2,338.000	LF	14.00	32,732.00
6020	Monolithic Conc Median Variable Width Ty A-1, 3' t	31.000	LF	75.00	2,325.00
6030	5" Concrete Sidewalk	7,013.000	SF	4.50	31,558.50
6040	Detectable Warning Surface for Curb Ramps	100.000	SF	50.00	5,000.00
6050	Traffic Barrier W Beam using 6' Post	63.000	LF	28.00	1,764.00
6060	Traffic Barrier W Beam Anchorage at Structure	4.000	EACH	600.00	2,400.00
6070	Type G Traffic Barrier End Treatment	1.000	EACH	1,150.00	1,150.00
6080	Type K Traffic Barrier End Treatment, Any Option	2.000	EACH	1,650.00	3,300.00
6090	Remove and Replace Traffic Beam W Beam	38.000	LF	35.00	1,330.00
7010	Cotoneaster Dammeri, 18" Cont	20.000	EACH	200.00	4,000.00
7020	Hypericum Prolificum, 18" Cont	20.000	EACH	200.00	4,000.00
7030	Turfgrass Establishment	1,429.000	SY	1.00	1,429.00
7040	Placing Furnished Topsoil 4" Depth	1,429.000	SY	8.50	12,146.50
7050	Temp Seeding	20.000	LBS	18.00	360.00
7060	Additional Watering of Plants	2.000	MGAL	1,250.00	2,500.00
7070	Shredded Hardwood Bark Mulch 3" Depth	181.000	SY	2.00	362.00
7080	Acer Saccharinum 1-1/2" Cal B&B	2.000	EACH	500.00	1,000.00
7090	Quercus Phellos 1-1/2" Cal B&B	3.000	EACH	350.00	1,050.00
7100	Ba Hal Grndl Tree 3 Gal Cont. 3' Ht	6.000	EACH	350.00	2,100.00
8010	Rdwy Structure Adjustment - Telephone MH Cover	1.000	EACH	1,500.00	1,500.00

08/09/2011
 11MD04
 *** MLH

14:08
 City of Baltimore: Sinclair Lane Bridge

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
8020	Rdwy Structure Adjustment - Electric MH Cover	2.000	EACH	1,500.00	3,000.00
8030	Rdwy Structure Adjustment - Water Valve Box	1.000	EACH	3,000.00	3,000.00
8040	Rdwy Structure Adjustment - Water Meter F&C	4.000	EACH	2,000.00	8,000.00
8050	12" Steel Cement Mortar Lined Water Main	125.000	LF	500.00	62,500.00
8060	Remove and Install Traffic Signs	26.000	SF	35.00	910.00
8070	Traffic Signal Pole Fdn in Earth 3'x10' 20" Bolt C	2.000	EACH	4,500.00	9,000.00
8080	Traffic Signal Pole Fdn in Earth 18"x3' 8-1/8" Bol	6.000	EACH	1,000.00	6,000.00
8090	21' Round Galv Steel Mast Arm Traffic Pole w/One 4	1.000	EACH	14,000.00	14,000.00
8100	28' Round Galv Steel Mast Arm Traffic Pole Joint U	2.000	EACH	11,000.00	22,000.00
8110	12" LED Vehicular Traffic Signal Head Section	28.000	EACH	350.00	9,800.00
8120	Push Button and Push Button Sign	8.000	EACH	450.00	3,600.00
8130	16" LED Countdown Pedestrian Signal Head	8.000	EACH	750.00	6,000.00
8140	One - 4" Sch 40 PVC Conc Encase Conduit Trenched	400.000	LF	95.00	38,000.00
8150	One - 3" Sch 40 PVC Conc Encase Conduit Trenched	450.000	LF	95.00	42,750.00
8160	10' Lighting Arm on Signal Structure	2.000	EACH	775.00	1,550.00
8170	400 Watt HPS Cobra Head Lighting Fixture, Lamp &	2.000	EACH	400.00	800.00
8180	Video Detection Camera Control Cable	500.000	LF	2.50	1,250.00
8190	One Conductor Elec Cable No. 12 AWG	450.000	LF	0.75	337.50
8200	Four Conductor Elec Cable No. 14 AWG	2,250.000	LF	1.15	2,587.50
8210	Two Conductor Elec Cable No. 14 AWG	1,500.000	LF	0.75	1,125.00
8220	Seven Conductor Elec Cable No. 14 AWG	350.000	LF	1.50	525.00
8230	Communication Cable 12 Pair No. 19 AWG IMSA 19-	1,600.000	LF	4.75	7,600.00
8240	Bare Copper Ground Wire No; 6 AWG	500.000	LF	1.50	750.00
8250	Traffic Handbox	7.000	EACH	750.00	5,250.00
8260	Lighting Handbox	6.000	EACH	750.00	4,500.00
8270	Traffic Signal Signs	77.000	SF	35.00	2,695.00
8280	Ty C Base Mnt Controller Cabinet w/8Ph Full Actuat	1.000	EACH	35,000.00	35,000.00
8290	GPS Time Reference Receiver and Supporting Equipm	1.000	EACH	8,750.00	8,750.00
8300	3-Video Detection Camera Intersection	1.000	EACH	19,500.00	19,500.00
8310	10' Pedestal Pole & Breakaway Base	7.000	EACH	1,500.00	10,500.00
8320	Rem, Salvage, Dispose, Pick-up, & Dely of Traff Si	1.000	LS	5,000.00	5,000.00
8330	Typical Duct Bank Section D-1 3-3" & 12-5"	24.000	LF	500.00	12,000.00
8340	Typical Duct Bank Section D-2 3-3" & 6-5"	30.000	LF	300.00	9,000.00
8350	Typical Duct Bank Section D-3 6-5"	30.000	LF	250.00	7,500.00
8360	Typical Duct Bank Section D-4 16-5"	82.000	LF	375.00	30,750.00
8370	Type Duct Bank Section D-5 16-5"	30.000	LF	450.00	13,500.00
8380	Precast Line Manhole 6'x12'x8' Headroom	2.000	EACH	10,500.00	21,000.00
8390	Typical Aerial Duct Bank Section 16-5" ID 8Wx2H	64.000	LF	160.00	10,240.00
8400	Removal and Relocation of Fire Hydrant	1.000	EACH	3,000.00	3,000.00
8410	Grounding Rods, 3/4" Dia x 10' Length	13.000	EACH	185.00	2,405.00
8420	Elec Cable - 2 Conductor Cable No. 12AWG Intersect	100.000	LF	1.00	100.00
8430	Elec Cable - 3 Wire, No. 4 AWG	60.000	LF	5.50	330.00

Bid Total \longrightarrow

\$5,868,047.50

COST REPORT

Activity	Desc	Quantity	Unit	Unit Cost	Perm Labor	Constr Material	Equip	Sub-Contract	Total
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BID ITEM = 4050 CLIENT# = 405 Land Item SCHEDULE: 1 100
 Description = Substructure Concrete for Bridge Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

XXX	NO CREW	0.00	CH	Eff: 100.00	Prod: 0.0000	Lab Pcs: 0.00	Eqp Pcs: 0.00		
2BR6*PERFUD	6" Perforated UD @106%	325.00	LF		6.846	2,359			2,359
2CONCS3	SHA Mix #3@106%	1.10	2,796.20	CY	85.600	253,716			253,716
2UTILSLEEVE	Utility Sleeves@106%	8.00	EA		305.000	2,586			2,586
\$258,660.92					[]	258,661			258,661
						101.75			101.75

70113	Form / Strip Adjustment & Wing Formings	Quant:	74,448.00	SF	Hrs/Shift:	8.00	Cal: 40	WC:	MDS222
ST13	FORM/STRIP 4 CARP W/ HYD	222.40	CH	Eff: 100.00	Prod: 0.3500	MU	Lab Pcs: 7.00	Eqp Pcs: 2.00	
3FORMWORK	Std. Formwork@106%	4,448.00	SF		2.500		11,787		11,787
8CRAT60	60 TON ALL TERRAIN CRA	1.00	222.40	HR	68.815		15,304		15,304
8TRPU	PICKUP	1.00	222.40	HR	11.096		2,468		2,468
CAFM	Carpenter Foreman	1.00	222.40	MH *	33.415	7,432			7,432
CARP	Carpenter Journeyman	3.00	667.20	MH *	30.988	20,675			20,675
LAB	Laborer - Skilled	2.00	444.80	MH *	25.236	11,225			11,225
OPCR	Operator, Crane	1.00	222.40	MH *	44.546	9,907			9,907
\$78,797.90	0.3500 MH/SF	1,556.80	MH		[7.565]	49,239	11,787	17,772	78,798
27.8000 Shifts	160.0000 Un/Shift	0.0500	Hr/Unit			11.07	2.65	4.00	17.72

70112	Place Footing Rebar	Quant:	74,400.00	LB	Hrs/Shift:	8.00	Cal: 40	WC:	MDS211
ST23	REBAR SUPPORT	27.06	CH	Eff: 100.00	Prod: 0.0500	SU	Lab Pcs: 2.00	Eqp Pcs: 1.00	
2REB001	Reinf. Steel: Bla@106%	74,400.00	LB		0.600	47,366			47,366
4REBAR	Rebar Installation Sub	74,400.00	LB		0.285			21,249	21,249
8CRAT60	60 TON ALL TERRAIN CRA	1.00	27.06	HR	68.815		1,862		1,862
LAC	Laborer, Common	1.00	27.06	MH *	24.088	652			652
OPCR	Operator, Crane	1.00	27.06	MH *	44.546	1,205			1,205
\$72,333.70	0.0007 MH/LB	54.12	MH		[0.016]	1,857	47,366	1,862	21,249
3.3825 Shifts	21,995.5654 Un/Shift	0.0004	Hr/Unit			0.02	0.64	0.03	0.29

70113	Place Footing Concrete	Quant:	752.00	CY	Hrs/Shift:	8.00	Cal: 40	WC:	MDS222
ST13	FORM/STRIP 4 CARP W/ HYD	48.00	CH	Eff: 100.00	Prod: 6.0000	S	Lab Pcs: 7.00	Eqp Pcs: 2.00	
8CRAT60	60 TON ALL TERRAIN CRA	1.00	48.00	HR	68.815		3,303		3,303
8TRPU	PICKUP	1.00	48.00	HR	11.096		533		533
CAFM	Carpenter Foreman	1.00	48.00	MH *	33.415	1,604			1,604
CARP	Carpenter Journeyman	3.00	144.00	MH *	30.988	4,462			4,462
LAB	Laborer - Skilled	2.00	96.00	MH *	25.236	2,423			2,423
OPCR	Operator, Crane	1.00	48.00	MH *	44.546	2,138			2,138
\$14,462.72	0.4468 MH/CY	336.00	MH		[9.657]	10,627		3,836	14,463
6.0000 Shifts	125.3333 Un/Shift	0.0638	Hr/Unit			14.13		5.10	19.23

70112	Place Footings	Quant:	5,725.00	SF	Hrs/Shift:	8.00	Cal: 40	WC:	MDS211
ST21	FINISH	50.88	CH	Eff: 100.00	Prod: 900.0000	US	Lab Pcs: 3.00	Eqp Pcs: 0.00	
FNFM	Finisher Foreman	1.00	50.89	MH *	33.415	1,700			1,700
FNJ	Finisher Journeyman	2.00	101.78	MH *	31.750	3,231			3,231
\$4,931.96	0.0266 MH/SF	152.67	MH		[0.612]	4,932			4,932
6.3600 Shifts	900.1572 Un/Shift	0.0089	Hr/Unit			0.86			0.86

72013	Form / Strip - Arch Stem	Quant:	6,482.00	SF	Hrs/Shift:	8.00	Cal: 40	WC:	MDS222
ST13	FORM/STRIP 4 CARP W/ HYD	416.70	CH	Eff: 100.00	Prod: 0.4500	MU	Lab Pcs: 7.00	Eqp Pcs: 2.00	
3FORMLINER	Architectural For@106%	3,160.00	SF		6.000	20,098			20,098
3FORMWORK	Std. Formwork@106%	6,482.00	SF		2.500	17,177			17,177
8CRAT60	60 TON ALL TERRAIN CRA	1.00	416.70	HR	68.815		28,675		28,675
8TRPU	PICKUP	1.00	416.70	HR	11.096		4,624		4,624
CAFM	Carpenter Foreman	1.00	416.70	MH *	33.415	13,924			13,924
CARP	Carpenter Journeyman	3.00	1,250.10	MH *	30.988	38,738			38,738
LAB	Laborer - Skilled	2.00	833.40	MH *	25.236	21,032			21,032
OPCR	Operator, Crane	1.00	416.70	MH *	44.546	18,562			18,562
\$162,829.57	0.4500 MH/SF	2,916.90	MH		[9.726]	92,256	37,275	33,299	162,830
52.0875 Shifts	124.4444 Un/Shift	0.0643	Hr/Unit			14.23	5.75	5.14	25.12

70113	Form / Strip	Quant:	64.00	CH	Eff: 100.00 <th>Prod: 6.0000 <th>S <th>Lab Pcs: 7.00 <th>Eqp Pcs: 2.00 </th></th></th></th>	Prod: 6.0000 <th>S <th>Lab Pcs: 7.00 <th>Eqp Pcs: 2.00 </th></th></th>	S <th>Lab Pcs: 7.00 <th>Eqp Pcs: 2.00 </th></th>	Lab Pcs: 7.00 <th>Eqp Pcs: 2.00 </th>	Eqp Pcs: 2.00
ST13	FORM/STRIP 4 CARP W/ HYD	64.00	CH						
8CRAT60	60 TON ALL TERRAIN CRA	1.00	64.00	HR	68.815		4,404		4,404
8TRPU	PICKUP	1.00	64.00	HR	11.096		710		710

COST REPORT

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
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BID ITEM = 4050 CLIENT# = 405 Land Item SCHEDULE: 1 100
 Description = Substructure Concrete for Bridge Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

CAFM	Carpenter Foreman	1.00	64.00 MH *	33.415	2,139					2,139
CARP	Carpenter Journeyman	3.00	192.00 MH *	30.988	5,950					5,950
LAB	Laborer - Skilled	2.00	128.00 MH *	25.236	3,230					3,230
OPCR	Operator, Crane	1.00	64.00 MH *	44.546	2,851					2,851
\$19,283.65			0.4548 MH/CY	448.00 MH	[9.83]	14,169		5,114		19,284
8.0000	Shifts		123.1250 Un/Shift	0.0650 Hr/Unit		14.39		5.19		19.58

701511 Form - Abut Stem Quant: 3,241.00 SF Hrs/Shift: 900.0000 US Lab Pcs: 3.00 WC: MDS211

ST20	RUB		28.80 CH Eff: 100.00	Prod: 31.750	1,829					0.00
FNJ	Finisher Journeyman	2.00	57.62 MH *	31.750	1,829					1,829
LAC	Laborer, Common	1.00	28.81 MH *	24.088	694					694
\$2,523.39			0.0266 MH/SF	86.43 MH	[0.533]	2,523				2,523
3.6000	Shifts		900.2778 Un/Shift	0.0089 Hr/Unit		0.78				0.78

701512 Form - Abut Stem Quant: 2,546.00 SF Hrs/Shift: 900.0000 US Lab Pcs: 3.00 WC: MDS211

ST21	FINISH		22.63 CH Eff: 100.00	Prod: 33.415	756					0.00
FNFM	Finisher Foreman	1.00	22.63 MH *	33.415	756					756
FNJ	Finisher Journeyman	2.00	45.26 MH *	31.749	1,437					1,437
\$2,193.16			0.0266 MH/SF	67.89 MH	[0.612]	2,193				2,193
2.8288	Shifts		900.0442 Un/Shift	0.0089 Hr/Unit		0.86				0.86

701513 Form - Abut Transition Wingwall Quant: 5,198.00 SF Hrs/Shift: 900.0000 US Lab Pcs: 7.00 WC: MDS211

ST13	FORM/STRIP 4 CARP W/ HYD		334.15 CH Eff: 100.00	Prod: 2.500						2.00
3FORMWORK	Std. Formwork@106%		5,198.00 SF	2.500		13,775				13,775
8CRAT60	60 TON ALL TERRAIN CRA	1.00	334.16 HR	68.815			22,995			22,995
8TRPU	PICKUP	1.00	334.16 HR	11.096			3,708			3,708
CAFM	Carpenter Foreman	1.00	334.16 MH *	33.415	11,166					11,166
CARP	Carpenter Journeyman	3.00	1,002.47 MH *	30.988	31,064					31,064
LAB	Laborer - Skilled	2.00	668.31 MH *	25.236	16,865					16,865
OPCR	Operator, Crane	1.00	334.16 MH *	44.546	14,886					14,886
\$114,458.88			0.4500 MH/SF	2,339.10 MH	[9.726]	73,981	13,775	26,703		114,459
41.7688	Shifts		124.4471 Un/Shift	0.0643 Hr/Unit		14.23	2.65	5.14		22.02

701514 Form - Abut Transition & Wingwall Quant: 535.00 CY Hrs/Shift: 900.0000 US Lab Pcs: 7.00 WC: MDS211

ST13	FORM/STRIP 4 CARP W/ HYD		42.80 CH Eff: 100.00	Prod: 68.815						2.00
8CRAT60	60 TON ALL TERRAIN CRA	1.00	42.80 HR	68.815			2,945			2,945
8TRPU	PICKUP	1.00	42.80 HR	11.096			475			475
CAFM	Carpenter Foreman	1.00	42.80 MH *	33.415	1,430					1,430
CARP	Carpenter Journeyman	3.00	128.40 MH *	30.988	3,979					3,979
LAB	Laborer - Skilled	2.00	85.60 MH *	25.236	2,160					2,160
OPCR	Operator, Crane	1.00	42.80 MH *	44.546	1,907					1,907
\$12,895.93			0.5600 MH/CY	299.60 MH	[12.103]	9,476		3,420		12,896
5.3500	Shifts		100.0000 Un/Shift	0.0800 Hr/Unit		17.71		6.39		24.10

701612 Form - Transition & Wingwall Quant: 1,257.00 SF Hrs/Shift: 900.0000 US Lab Pcs: 3.00 WC: MDS211

ST20	RUB		20.06 CH Eff: 100.00	Prod: 31.750	1,274					0.00
FNJ	Finisher Journeyman	2.00	40.12 MH *	31.750	1,274					1,274
LAC	Laborer, Common	1.00	20.06 MH *	24.087	483					483
\$1,756.99			0.0266 MH/SF	60.18 MH	[0.533]	1,757				1,757
2.5075	Shifts		900.0997 Un/Shift	0.0089 Hr/Unit		0.78				0.78

701613 Form - Transition & Wingwall Quant: 784.00 SF Hrs/Shift: 900.0000 US Lab Pcs: 3.00 WC: MDS211

ST21	FINISH		6.70 CH Eff: 100.00	Prod: 33.413	224					0.00
FNFM	Finisher Foreman	1.00	6.70 MH *	33.413	224					224
FNJ	Finisher Journeyman	2.00	13.40 MH *	31.749	425					425
\$649.31			0.0266 MH/SF	20.10 MH	[0.611]	649				649
0.8375	Shifts		900.2985 Un/Shift	0.0089 Hr/Unit		0.86				0.86

701614 Form - Abut Cap Quant: 1,335.00 SF Hrs/Shift: 900.0000 US Lab Pcs: 7.00 WC: MDS211

ST13	FORM/STRIP 4 CARP W/ HYD		114.42 CH Eff: 100.00	Prod: 2.500						2.00
3FORMWORK	Std. Formwork@106%		1,335.00 SF	2.500		3,538				3,538
8CRAT60	60 TON ALL TERRAIN CRA	1.00	114.43 HR	68.815			7,874			7,874
8TRPU	PICKUP	1.00	114.43 HR	11.096			1,270			1,270
CAFM	Carpenter Foreman	1.00	114.43 MH *	33.415	3,824					3,824
CARP	Carpenter Journeyman	3.00	343.29 MH *	30.988	10,638					10,638
LAB	Laborer - Skilled	2.00	228.86 MH *	25.236	5,775					5,775
OPCR	Operator, Crane	1.00	114.43 MH *	44.546	5,097					5,097

COST REPORT

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 4050	CLIENT# = 405		Land Item	SCHEDULE: 1	100					
Description =	Substructure Concrete for Bridge		Unit = LS	Takeoff Quan:		1.000	Engr Quan:	1.000		
\$38,016.30	0.6000 MH/SF	801.01 MH	[12.968]	25,334	3,538	9,144	38,016			
14.3025 Shifts	93.3403 Un/Shift	0.0857 Hr/Unit		18.98	2.65	6.85	28.48			

701513 Form - Abut. Cap

Item	Desc	Quantity	Unit	Eff.	Prod.	Hrs/Shift	Lab Pcs	Eqp Pcs	Total
ST13	FORM/STRIP 4 CARP W/ HYD	16.00	CH	100.00	2.0000 S		7.00	2.00	
8CRAT60	60 TON ALL TERRAIN CRA	1.00	16.00	HR	68.815		1,101	1,101	
8TRPU	PICKUP	1.00	16.00	HR	11.096		178	178	
CAFM	Carpenter Foreman	1.00	16.00	MH *	33.415	535		535	
CARP	Carpenter Journeyman	3.00	48.00	MH *	30.988	1,487		1,487	
LAB	Laborer - Skilled	2.00	32.00	MH *	25.236	808		808	
OPCR	Operator, Crane	1.00	16.00	MH *	44.546	713		713	
\$4,820.90	0.7044 MH/CY	112.00 MH	[15.224]	3,542		1,279	4,821		
2.0000 Shifts	79.5000 Un/Shift	0.1006 Hr/Unit		22.28		8.04	30.32		

701513 Rub. Abut. Cap / Pedestal

Item	Desc	Quantity	Unit	Eff.	Prod.	Hrs/Shift	Lab Pcs	Eqp Pcs	Total
ST20	RUB	10.03	CH	100.00	900.0000 US		3.00	0.00	
FNJ	Finisher Journeyman	2.00	20.07	MH *	31.749	637		637	
LAC	Laborer, Common	1.00	10.04	MH *	24.089	242		242	
\$879.06	0.0266 MH/SF	30.11 MH	[0.533]	879			879		
1.2538 Shifts	900.4985 Un/Shift	0.0089 Hr/Unit		0.78			0.78		

701523 Finish Abut. Cap / Pedestal

Item	Desc	Quantity	Unit	Eff.	Prod.	Hrs/Shift	Lab Pcs	Eqp Pcs	Total
ST21	FINISH	20.22	CH	100.00	900.0000 US		3.00	0.00	
FNFM	Finisher Foreman	1.00	20.22	MH *	33.415	676		676	
FNJ	Finisher Journeyman	2.00	40.44	MH *	31.750	1,284		1,284	
\$1,959.61	0.0266 MH/SF	60.66 MH	[0.611]	1,960			1,960		
2.5275 Shifts	900.0989 Un/Shift	0.0089 Hr/Unit		0.86			0.86		

701513 Form - Abut. & Wing Backwall

Item	Desc	Quantity	Unit	Eff.	Prod.	Hrs/Shift	Lab Pcs	Eqp Pcs	Total
ST13	FORM/STRIP 4 CARP W/ HYD	252.34	CH	100.00	6.6000 MU		7.00	2.00	
3FORMWORK	Std. Formwork@106%	2,944.00	SF		2,500		7,802	7,802	
8CRAT60	60 TON ALL TERRAIN CRA	1.00	252.34	HR	68.815		17,365	17,365	
8TRPU	PICKUP	1.00	252.34	HR	11.096		2,800	2,800	
CAFM	Carpenter Foreman	1.00	252.34	MH *	33.415	8,432		8,432	
CARP	Carpenter Journeyman	3.00	757.03	MH *	30.988	23,459		23,459	
LAB	Laborer - Skilled	2.00	504.69	MH *	25.236	12,736		12,736	
OPCR	Operator, Crane	1.00	252.34	MH *	44.546	11,241		11,241	
\$83,833.97	0.6000 MH/SF	1,766.40 MH	[12.968]	55,868		7,802	20,165	83,834	
31.5425 Shifts	93.3344 Un/Shift	0.0857 Hr/Unit		18.98		2.65	6.85	28.48	

702061 Form - Abut. & Wing Backwall

Item	Desc	Quantity	Unit	Eff.	Prod.	Hrs/Shift	Lab Pcs	Eqp Pcs	Total
ST13	FORM/STRIP 4 CARP W/ HYD	32.00	CH	100.00	4.0000 S		7.00	2.00	
8CRAT60	60 TON ALL TERRAIN CRA	1.00	32.00	HR	68.815		2,202	2,202	
8TRPU	PICKUP	1.00	32.00	HR	11.096		355	355	
CAFM	Carpenter Foreman	1.00	32.00	MH *	33.415	1,069		1,069	
CARP	Carpenter Journeyman	3.00	96.00	MH *	30.988	2,975		2,975	
LAB	Laborer - Skilled	2.00	64.00	MH *	25.236	1,615		1,615	
OPCR	Operator, Crane	1.00	32.00	MH *	44.546	1,425		1,425	
\$9,641.83	2.0180 MH/CY	224.00 MH	[43.615]	7,085		2,557	9,642		
4.0000 Shifts	27.7500 Un/Shift	0.2883 Hr/Unit		63.83		23.04	86.86		

701514 Rub. Abut. & Wing Backwall

Item	Desc	Quantity	Unit	Eff.	Prod.	Hrs/Shift	Lab Pcs	Eqp Pcs	Total
ST20	RUB	10.23	CH	100.00	900.0000 US		3.00	0.00	
FNJ	Finisher Journeyman	2.00	20.46	MH *	31.749	650		650	
LAC	Laborer, Common	1.00	10.23	MH *	24.088	246		246	
\$896.01	0.0266 MH/SF	30.69 MH	[0.533]	896			896		
1.2788 Shifts	900.0978 Un/Shift	0.0089 Hr/Unit		0.78			0.78		

701524 Finish Abut. & Wing Backwall

Item	Desc	Quantity	Unit	Eff.	Prod.	Hrs/Shift	Lab Pcs	Eqp Pcs	Total
ST21	FINISH	5.31	CH	100.00	900.0000 US		3.00	0.00	
FNFM	Finisher Foreman	1.00	5.32	MH *	33.414	178		178	
FNJ	Finisher Journeyman	2.00	10.63	MH *	31.750	338		338	
\$515.26	0.0266 MH/SF	15.95 MH	[0.612]	515			515		
0.6638 Shifts	900.9416 Un/Shift	0.0089 Hr/Unit		0.86			0.86		

701513 Form - Backwall Voids

Item	Desc	Quantity	Unit	Eff.	Prod.	Hrs/Shift	Lab Pcs	Eqp Pcs	Total
ST11	FORM/STRIP 4 CARPENTERS	32.08	CH	100.00	0.3500 MU		6.00	1.00	

COST REPORT

Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
----------	------	----------	------	-----------	-------	---------------	----------------	------------	--------------	-------

BLD ITEM	= 4050	CLIENT# = 405	Land Item	SCHEDULE: 1	100					
Description =	Substructure Concrete for Bridge		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
3FORMWORK	Std. Formwork@106%	550.00	SF	2.500			1,458			1,458
8TRPU	PICKUP	1.00	HR	11.096				356		356
CAFM	Carpenter Foreman	1.00	MH *	33.415	1,072					1,072
CARP	Carpenter Journeyman	4.00	MH *	30.988	3,977					3,977
LAB	Laborer - Skilled	1.00	MH *	25.236	810					810
\$7,671.61		0.3499	MH/SF	[7.403]	5,858		1,458	356		7,672
4.0100	Shifts	137.1571	Un/Shift		10.65		2.65	0.65		13.95

70275	Price - Backrain Wedge	Quan: 40.00	CY	Hrs/Shift: 8.00	Cal: 40	WC: MDS211		
ST13	FORM/STRIP 4 CARP W/ HYD	8.00	CH	Eff: 100.00	Prod: 1.0000	S Lab Pcs: 7.00	Eqp Pcs: 2.00	
2CONCS3	SHA Mix #3@106%	40.00	CY		85.600	3,629		
8CRAT60	60 TON ALL TERRAIN CRA	1.00	HR		68.815		551	
8TRPU	PICKUP	1.00	HR		11.096		89	
CAFM	Carpenter Foreman	1.00	MH *		33.415	267		
CARP	Carpenter Journeyman	4.00	MH *		30.988	992		
LAB	Laborer - Skilled	1.00	MH *		25.235	202		
OPCR	Operator, Crane	1.00	MH *		44.546	356		
\$6,085.90		1.4000	MH/CY	[31.074]	1,817	3,629	639	
1.0000	Shifts	40.0000	Un/Shift		0.2000	90.74	15.98	152.15

70171	Substructure Rebar	Quan: 100,200.00	LB	Hrs/Shift: 8.00	Cal: 40	WC: MDS211		
ST23	REBAR SUPPORT	36.44	CH	Eff: 100.00	Prod: 0.0500	S Lab Pcs: 2.00	Eqp Pcs: 1.00	
2REB002	Reinf. Steel: Epo@106%	100,200.00	LB		0.600	63,791		
4REBAR	Rebar Installation Sub	100,200.00	LB		0.285		28,617	
8CRAT60	60 TON ALL TERRAIN CRA	1.00	HR		68.815		2,508	
LAC	Laborer, Common	1.00	MH *		24.088	878		
OPCR	Operator, Crane	1.00	MH *		44.546	1,624		
\$97,418.05		0.0007	MH/LB	[0.016]	2,502	63,791	2,508	
4.5550	Shifts	21,997.8046	Un/Shift		0.0004	0.64	0.03	0.29

70507	6" Perforated UD	Quan: 325.09	L.F	Hrs/Shift: 8.00	Cal: 40	WC: MDS507		
EX13	436 LOADER CREW	40.00	CH	Eff: 100.00	Prod: 65.0000	US Lab Pcs: 3.00	Eqp Pcs: 1.00	
8LD436	CAT 436 LOADER/BH	1.00	HR		30.518		1,221	
LAC	Laborer, Common	2.00	MH *		24.144	1,932		
OPFEL	Operator, Loader	1.00	MH *		41.738	1,670		
\$4,821.75		0.3692	MH/LF	[7.164]	3,601		1,221	
5.0000	Shifts	65.0000	Un/Shift		0.1231	11.08	3.76	14.84

H890000	CONCRETE ALL GLASSES	Quan: 2,836.00	CY	Hrs/Shift: 8.00	Cal: 40	WC: MDS507			
0000		0.00			0.000	36,225	12,493	12,194	60,912
\$60,911.81		0.4532	MH/CY	[]	36,225		12,493	12,194	60,912
					12.77		4.41	4.30	21.48

Item Totals:	4050	- Substructure Concrete for Bridge								
\$1,063,250.14	13,105.3486	MH/LS	13,105.34	MH	[255308.62]	409,742	373,447	88,127	142,069	49,866
1,063,250.140		1 LS				409,741.64	373,447.01	88,126.72	142,069.00	49,865.76

\$1,063,250.14 *** Report Totals *** 13,105.34 MH 409,742 373,447 88,127 142,069 49,866 1,063,250

>>> indicates Non Additive Activity

Holding account totals will not be added to the report totals because the distribution is instead added to the various bid items.

---Report Notes:---

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: 07/13/11 Owner: Engineering Firm:

Estimator-In-Charge:

JOB NOTES

Bid Results:

1. Concrete General \$ 5,732,838
2. The Lane Construction Corporation \$ 5,868,047 + 2.4%

COST REPORT

Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 4050	CLIENT# = 405									
Description =	Substructure Concrete for Bridge		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
3. Allied Contracting	\$ 6,865,375 + 20%									
4. Kiewit Infrastructure South	\$ 6,866,172 + 20%									
5. American Infrastructure	\$ 6,927,765 + 21%									
6. Joseph B. Fay	\$ 6,947,928 + 21%									
7. Flippo Construction	\$ 7,302,047 + 27%									

* on units of MH indicate average labor unit cost was used rather than base rate.

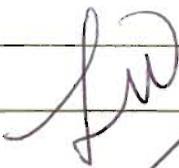
[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

Calendar Codes—

Calendars are found in crew and labor codes and have the format XXXdY where
 XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40	40 Hour Week (5-8 Hr Days)
410	40 Hour Week (4 10 Hr Days)
42	40 Hour Week (Dbl Shift)
43	40 Hour Week (Triple Shift)
45	45 Hour Week (5/9's)
46	45 Hour Week (Work 9/Pd 10)
50	50 Hour Week (5/10 Hr Days)
52	50 Hour Week (Dble 10's)
55	55 Hour Week (5/10's & 5)
60	60 Hour Week (5/12's)
61	60 Hour Week (6/10's)
70	Asphalt Plant Calendar
72	72 Hour Week (6/12s)
84	SEVEN DAYS 12 HOURS / DAY
SAL	Monthly Salary - 50 hr week

FROM	NAME & TITLE	Leslie S. Winner, Chief Solicitor	 CITY of BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	Law Department 172 City Hall		
	SUBJECT	TR#03333 (Federal Aid Procurement) Bids When Filed Are Irrevocable –Contractor Claims Mistake and Wishes to Change Bid - Forfeiture of Bid Guarantee		

DATE: August 25, 2011

TO

The Honorable President and Members
Of the Board of Estimates
215 City Hall

On July 27, 2011, the Baltimore City Board of Estimates (“Board”) opened seven (7) bids for TR#03333, Sinclair Lane Bridge Rehabilitation Over CSXT Railroad. The Lane Construction Corporation (“Lane”) submitted the lowest apparent bid as shown below. On August 9, 2011 Lane wrote to the City and claimed that it made a mistake on its bid submission for Lump Sum Item #405 which it proffered as \$139,000. It now asks that the City change the amount of this Bid Item to \$1,390,000.

For the reasons stated below, the Department of Transportation may not change the Lump Sum Item #405, pursuant to Lane’s request. Bids when filed are irrevocable. The only recourse available to Lane appears to be a ruling in its favor by a Court of Equity as discussed in detail below.

FACTS

The bids received on July 27, 2011 in apparent order were:

<u>BIDDER</u>	<u>AMOUNT*</u>
The Lane Construction Corporation	\$4,617,047.50
Concrete General, Inc.	5,694,538.15
Allied Contractors, Inc.	6,865,375.00
Kiewit Infrastructure South Company	6,873,872.15
American Infrastructure Md. Inc.	6,927.855/00
Joseph B. Fay Company	6,947,928.30
Flippo Construction Company, Inc.	7,241,566.50

*These are the amounts recorded at Bid Opening and are subject to change upon review and tabulation by the City.

LANE’S ARGUMENT

On August 9, 2011 Lane wrote to the City (**Exhibit I**) alleging, *inter alia*, that

“...the lump sum price for Item 405 Substructure Concrete for Bridge was incorrectly filled in by our courier submitting the bid. Instead of the instructed amount of One Million Three Hundred Ninety Thousand Dollars, the proposal was filled in with the amount of One Hundred Thirty Thousand Dollars.”

Exhibit I, page 1. See also **Exhibit II**, for a copy of page 495 of the Bid Book showing the aforementioned Lump Sum Item #405.

Lane cites General Provision **GP-2.14 MISTAKE IN BIDS**, paragraph (a) (1), which is set forth in its entirety below to support its allegation that this was an obvious mistake in the bid, and it should be allowed to change the Lump Sum Amount accordingly.

BRIEF ANALYSIS

Lane bid the amount of \$139,000 in both words and numerals for Substructure Concrete For Bridge. See **Exhibit II**. Lane now claims that this amount should have been recorded as \$1,390,000, and blames its courier who filled in and delivered the bid. See **Exhibit I**. How does the City know that the courier was in error and not following instructions?

A comparison of the first three (3) bids shows that the Bid on Item #405 proffered by Lane was only **\$77,490.65 less** than the bid from the second bidder (Concrete General, Inc.) on the same Item. Similarly, the Bid on Item #405 proffered by the second bidder on this item was **\$170,836.85 less** than the bid from the third bidder (Allied Contractors, Inc.)

A further comparison of the bids shows a general range from almost \$80,000 to almost \$2,000,000 in the Total Bid Amounts. Comparisons between Total Bid Amounts and specific Items are difficult to judge with certainty. Many reasons could exist for bidding more or less for any given item, such as familiarity with the job site, familiarity with the item, unbalancing a bid to get an advantage, materials already purchased and reimbursed for another job which remain with the contractor, etc.

For the reasons stated below, the Law Department finds the bid proffered by Lane may not be changed. The integrity of the bidding process in Baltimore City requires that the City holds bidders to their bids. Bids when filed are irrevocable.

Allowing a bidder to change or withdraw its bid would open up a Pandora's box of uncertainty, chaos and possibly bid fraud. Therefore, this Honorable Board is best served by adhering to the dictates of the Baltimore City Charter, as amended, case law, the terms of the contract document and legal precedent.

If the Lane bid is recommended for award and the contractor refuses to enter into the requisite Formal Contract, at that time, the City has no choice but to proceed against the Bid Bond submitted by contractor. Lane's only recourse appears to be in a court of equity as discussed below.

BALTIMORE CITY CHARTER

The Baltimore City Charter, 1996 Edition, as amended, clearly states that,

The Board of Estimates shall be responsible for awarding contracts and supervising all purchasing by the City as provided in this section and elsewhere in the Charter.

Charter, Art. VI, §11 (a).

The Charter also tells us that all **"Once filed, bids are irrevocable."** Id. at §11 (h) (1) (iv). Furthermore, **"All bids for construction contracts let for the ...Department of Transportation...shall be accompanied by a check or bid bond."** Id. at §11 (h) (2) (i).

Additionally, the Charter states that,

The successful bidder promptly shall execute a formal contract, to be approved as to its form, terms and conditions by the City Solicitor.

Id. at §11 (h) (3) (i).

Any successful bidder who fails to execute promptly and properly the required contract, performance bond, irrevocable letter of credit, or certification , as applicable, shall forfeit the amount deposited, or an equivalent amount under the bid bond. This amount shall be taken and considered as liquidated damages and not as a penalty for the bidder's failure.

Id. at §VI, , (h) (3)(iv).

GENERAL PROVISIONS OF THE BID/CONTRACT

The General Provisions (“GP”) for this Federal Aid and State Aid contract may be found at pages 85 -149 of the Bid Book. Several sections are germane to the discussion before us, particularly §2.01 Bid Irrevocable, §2.14 Mistakes in Bid, and §3.05 Failure to Execute Contract. Each will be set forth in its entirety for ease of discussion.

§2.01 BID IRREVOCABLE

Unless otherwise provided in the Invitation for Bids, bid prices are irrevocable for 90 days following bid opening.

After opening bids, the Director, Department of Transportation, may request bidders to extend the time during which the City may accept their bids, provided that, with regard to bids, no other changes is permitted.

Bid Book at p. 94.

§2.14 MISTAKES IN BID

Pursuant to, and in compliance with the Charter of Baltimore City, any recommendation which may be made by any municipal agency to the Board of Estimates as to the appropriate award to be made by the Board shall be advisory only and not binding upon the Board.

(a) **Confirmation of Bid.** When the Director, Department of Transportation, knows or has reason to conclude that a mistake may have been made, the bidder may be required to confirm the bid. **Situations in which confirmation may be requested include obvious apparent errors on the face of the bid or a bid unreasonably lower than other bids submitted.** If the bidder alleges mistake, the bid may be corrected or withdrawn only with the approval of the Board of Estimates, and if any of the following conditions are met. **(Emphasis added)**

(1) If the mistake and intended correction are clearly evident on the face of the bid, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. (Emphasis added)

(b) **Mistakes Discovered After Award.** Mistakes may not be corrected after award of the Contract except when the Board of Estimates makes determination that it would be unconscionable not to allow the mistake to be corrected. Changes in bid prices or the total bid prices are not permitted. Corrections shall be submitted to, and approved by, the City Law Department.

Id. at pp. 96-96.

§3.05 FAILURE TO EXECUTE CONTRACT

Failure of the Bidder to execute the Contract and file acceptable security as defined in GP-3.03 within the time allowed shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty, which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive, responsible bidder or the work may be re-advertised and constructed under contract or otherwise as the City may decide.

Id at pp. 101-102.

It must be noted that the General Provisions used by the City for City funded construction contracts are different from those used in a Federally funded and State Aid project. The City General Provisions are located in the "Green Book" as delineated below.

THE "GREEN BOOK"

City funded construction bids and contracts contain a section entitled **SPECIAL PROVISIONS.** At §00 21 13.12 A., **BID SECURITY (CHECK OR BID BOND)** of the Green Book, each Bidder is advised of the following:

Each Bid shall be accompanied by a certified check from the Bidder, or a bank cashier's check, or a bank treasurer's check upon a solvent clearing house bank or a Bid Bond executed on the form as provided in the Bid documents for an amount which is not less than that determined by multiplying the total Bid submitted by two percent (2%) and made payable to the Director of Finance. **The check or bid bond shall be forfeited to the City as liquidated damages, which is not intended nor should be construed as a penalty, in case an award is made and the Contract, required Bonds, insurance certificates and other submission requirements set forth in the Contract Documents are not promptly and properly executed and returned within ten (10) business days after award. The City**

may annul the Notice of Award without liability to Bidder; whereupon, the Bidder's proposal security shall be forfeited to the City. The Contractor shall also return the executed Contract and Bond, any and all insurance policies and certificates required or called for in the Contract Documents.

Green Book at page 4. (emphasis added)

(A comparison of the General Provision Clause regarding Bid Bonds between the City version and the Federal/State version will show that the City is somewhat stricter. Nevertheless, both clauses tend to point to the same conclusion in the Lane case before us now.)

CASE LAW

(1) AT LAW

The landmark case of The Mayor and City Council of Baltimore v. The J. L. Robinson Construction Company, 123 Md. 660, 91 A.682 (1914) is directly on point. On the day that bids were to be opened Robinson stated to the Board that after consulting with the other bidders, he realized that he had made a mistake in his bid and asked that it be withdrawn. The Board refused. *Id.* at 661.

Robinson found that the error was mathematic and \$11,000 less than it should have been. But, the Board awarded the contract to Robinson anyway. *Id.* at 662. Whereupon Robinson refused to execute a contract, and the Board declared the bid guaranty forfeited. *Id.*

The Court upheld the actions of the Board of Estimates. Bids when filed are irrevocable and Robinson knew this when it filed its bid. *Id.* at 663. Furthermore Robinson knew that if for any reason it did not enter into a contract with the City after award, its bid guaranty would be forfeited. *Id.* at 664. "A bidder has no right to withdraw his bid even before the bids are opened, nor have the municipal authorities the right to permit him to withdraw it." *Id.*

Where a bidder accompanies his bid for the performance of a public work with the deposit of a certain sum, under an agreement to forfeit the sum deposited in case of his neglect or refusal to enter into the contract for the work, and without fault on the part of the Board, he fails to execute the contract, he cannot recover back his deposit, and the Board may declare the same forfeited.

Id.

The defaulting bidder should be held to the extent of the guaranty and no further. Id. at 665. While this may be a hardship, the bidder knew the rules at the time the bid was made and assumed the obligations and terms of the bid documents at the time it made its bid. Id. at 666.

The rationale of this holding is that after the bids were made, but before opening or award, the bidder could have easily ascertained what the other bids were. “What would there then be to prevent a dishonest bidder, upon finding that this bid was extremely low, from declaring that he has made a mistake and thus put the City to the cost of delay and re-advertising?” Id.

(2) AT EQUITY

Forty years later, the Court of Appeals reviewed a similar case and reached the opposite conclusion – based on specific conditions – at equity.

In 1956 the Court of appeals decided Mayor and City Council of Baltimore v. DeLuca-Davis Construction Company, Inc., 210 Md. 518, 124 A.2d 557 (1956). In DeLucia-Davis shortly after the bids were opened, but prior to award, DeLuca-Davis found that its estimator had made a \$600,000 error in transferring the figures from the worksheets to the bid. The figure submitted was \$600,000 less than intended and \$700,000 less than the City’s engineer’s estimate. Id. at 520-521. Five days after bids were opened DeLucia-Davis wrote to the Board and requested either that it be allowed to correct its bid or that it be allowed to withdraw its bid and get back its certified check of \$50,000 (bid guaranty). Id. at 521. The Board refused. Id.

The Court reviewed the facts and concluded that the mistake was entirely unilateral and not attributable in any way to the City. Id. at 524 The Court decided that DeLucia-Davis could not change its bid, but nor could the Board, in equity, take advantage of the bidder’s blunder. Id. at 527.

The **general rule in equity** adopted by DeLuca-Davis as to the conditions precedent to rescission for unilateral mistake are:

1. The mistake must be of such grave consequences that to enforce the contract as made or offered would be unconscionable;
2. The mistake must relate to a material feature of the contract;
3. The mistake must not have come about because of the violation of a positive legal duty or from culpable negligence; and

4. The other party must be put in statu quo to the extent that he suffers no serious prejudice except the loss of his bargain.

Id. at 527.

“There are numerous cases (in equity) in many states that have granted contractors cancellation of bids based on clerical, material, palpable, bona fide mistakes.” Id. at 528. But, a bidder has no right at law, nor has the Board the power to permit the bidder to withdraw his bid and bid guaranty. Such was the finding in Robinson. Id. at 533.

The DeLuca-Davis Court found that the Robinson decision was sound, but also went on to hold that,

...the proper effects of the charter requirements are to assure the municipality that a bidder will be relieved of his obligation only when it is legally justifiable, and that it is legally justifiable when a court of equity is satisfied by clear, cogent and convincing proof that an honest, clerical or mechanical error, not the result of gross or culpable negligence, made the bid that of the bidder in form only but not in actual intent or substance, and the gain of the other party would be unconscionable if advantage were taken of the mistake and the loss would only be that of the bargain if the mistake were nullified. In such circumstances, **the blundering bidder may be relieved in equity of his obligation created at law by his bid and deposit, and this is true even though the bid was submitted to a public body under a statute declaring the bid to be irrevocable and providing for the forfeiture of the deposit.**

Id. at 535.

DeLuca-Davis had a net worth of only \$82,000. If it were forced by the Board to perform the contract, it could not withstand the estimated net loss of \$400,000 without going into bankruptcy. Furthermore, it could not obtain a performance bond. Id. at 536. Under these facts and circumstances a court in equity could find that DeLuca-Davis was entitled to cancellation of its bid and the return of its deposit. Id. at 537.

CITY SOLICITOR OPINIONS

Several previous City Solicitor Opinions appear to address the issue of forfeiture of bid guaranties. The difference in the holdings is due to the different and unique facts of each underlying request by the bidder for return of its bid guaranty.

If no award was made by the Board to the bidder, the City Solicitor determined that the Board could not retain the bid guaranty. 62 Opinions of the City Solicitor 348 (1970).

But, after award, if the successful bidder did not enter into a contract, the Solicitor opined that the bid guaranty must be forfeited to the City. See 61 Opinions of the City Solicitor 450 (1969) and 62 Opinions of the City Solicitor (1970). See dicta in 62 Opinions of the City Solicitor 349 (1970) but which reached the opposite conclusion due to the underlying facts. Informal Opinions addressed to Board in recent years have also reached the same conclusion.

CONCLUSION

After formal advertisement of TR#03333 by the City, Lane chose to submit a bid to perform the contract. This bid is considered the “offer” by the Bidder to perform the contract and do the work according to the terms and conditions of the Bid Document. As a condition of this bid, Lane knowingly purchased the requisite Bid Bond and attached it to the Bids.

The Bid Bond **guarantees** that if the Bidder is awarded the contract by the City (acceptance), the Bidder will enter into the Formal Contract documents with the City by submitting all required information, insurance and Payment and Performance Bonds in a timely manner. The Bid Document is crystal clear. **Bids when filed are irrevocable, hence the bid guarantees.**

If Lane is awarded this contract by the Board of Estimates and it refuses to enter into a Formal Contract with the City, pursuant to the terms and conditions of its Bid, the City will have no option but to foreclose on the Bid Bond. It does not appear that Lane can meet the bar set by §2.14 MISTAKES IN BID, set forth above. Lane’s bid on Item #405 does not appear to be an apparent error on its face. Nor is it unreasonably lower than the next bid which is proffered by Concrete General, Inc.

Additionally, Lane’s bid does not meet the criteria set forth in §2.14 (a) (1) above, namely:

- (1) a mistake clearly evident on the face of the bid document,

The Honorable President and Members
Of the Board of Estimates
August 25, 2011
Page 10

- (2) typographical errors,
- (3) errors in extending unit prices,
- (4) transposition errors, or
- (5) arithmetical errors.

If the City allowed Lane to change its bid at this time, it could open a Pandora's box of fraud, deceit, chicanery and duplicity in the bidding process, because any Bidder, at any time, and for whatever reason could allege a mistake (without absolute proof) and withdraw its bid. **Thus bids are irrevocable.**

It does not appear that the Board of Estimates has the authority to release the Bidder who alleges a mistake. Only a Court of Equity can release the Bidder, if and only if, the Bidder is able to fall within the conditions precedent set forth in DeLuca-Davis. The integrity of the Bidding Process in Baltimore City requires that Lane be held to its bid.

Please do not hesitate to contact me, if I can be of further assistance in this matter.

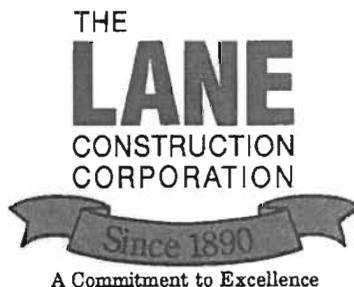
LSW:mlf

Attachments

Cc: George A. Nilson
David Ralph
Khalil Zaied
Jamie Kendrick
Tish Griffin
B. Harriette Taylor

TR#03333 -bids irrevocable

EXHIBIT I



14500 Avion Parkway
Suite 200
Chantilly, VA 20151
703-222-5670 Phone
703-222-5960 Fax
LaneConstruct.com

Joseph P. Lark
Regional Vice President
Mid-Atlantic Region

City of Baltimore, Department of Transportation
7 East Redwood Street
Baltimore, MD 21202

August 9, 2011

Attn: Ms. Laetitia D. Griffin
Chief Contract Administration

Ref: Sinclair Lane Bridge Rehabilitation over CSXT Railroad
Baltimore City No. TR03333
F.A.P. No. HP-BR-2755(1)E
S.H.A. No. BC 318-016-815
Bid Mistake

Dear Ms. Griffin:

Please refer to the recent bid submission for the subject project on July 27, 2011 from The Lane Construction Corporation. It has come to our attention that there is an error in our bid submission. This results in an incorrect bid total rendering our total price much lower than our intended submission.

As related in your phone conversations with our Chief Estimator Michael Howes, the lump sum price for Item 405 Substructure Concrete for Bridge was incorrectly filled in by our courier submitting the bid. Instead of the instructed amount of "One Million Three Hundred Ninety Thousand Dollars", the proposal was filled in with the amount of "One Hundred Thirty Nine Thousand Dollars." As proof of our intended bid amount, we offer the following evidence.

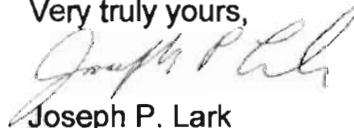
1. A copy of our bid proposal worksheet page 495 showing the intended bid amount of \$1,390,000 is attached. We maintain a copy of the submitted paperwork so the bid team can work along with the final courier submittal team in filling out the final bid items.
2. Also attached is a printout from our estimating system HCSS showing Item 405 (Item 4050 in the HCSS language) as this amount. This is a printout of the entire bid proposal items as we intend to be submitted. The item in question is highlighted.
3. As further evidence, we are attaching our direct costs associated with this item. Since the cost for the work for this item is \$1,063,250, it is not reasonable to expect that we would submit a bid price at a fraction of the cost. A bid lump sum price of \$1,390,000 would seem to be much more reasonable. This item is one of the major items in the Contract and as such would be bid with markup for overhead and profit. We are sure that if the DOT were to check the other

- competitors' prices for this item, you will find similar amounts. Certainly, there will not be any prices near the mistakenly written amount of \$139,000.
4. The difference between the mistaken lump sum price of \$139,000 and the intended lump sum price of \$1,390,000 is \$1,251,000. This is the exact difference between our submitted bid total of \$5,868,047.50 and the "apparent corrected" total of \$4,617,047.50.

In accordance with General Provision GP-2.14 MISTAKE IN BIDS, Paragraph (a), we hereby request that we be allowed to correct the obvious mistake in accordance with Subparagraph (1) and change the Bid Lump Sum Price for Item 405 to the intended and directed amount of \$1,390,000.

Please contact either Ken Prince, Asst. District Manager (email KKPrince@Laneconstruct.com) or Michael Howes, Mid Atlantic Region Chief Estimator (email MLHowes@Laneconstruct.com) at 703 -222-5670 to come to a resolution of this matter. Both parties are available to come discuss this matter at your convenience.

Very truly yours,



Joseph P. Lark
Regional Vice President - Mid-Atlantic Region

Cc: Cheshire JPL KKP MLH File
Attachments

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
401	LUMP SUM	CCN 40000 LUMP SUM — REMOVAL OF EXISTING BRIDGE SUPERSTRUCTURE AT <u>TWO HUNDRED FORTY THOUSAND</u> LUMP SUM DOLLARS	LUMP SUM	—	215,000	—
402	LUMP SUM	CCN 40000 LUMP SUM — REMOVAL OF PORTIONS OF EXISTING SUBSTRUCTURE AT <u>SEVENTY FIVE THOUSAND DOLLARS</u> LUMP SUM	LUMP SUM	—	75,000	—
403	LUMP SUM	CCN 40000 LUMP SUM — CLASS 3 EXCAVATION AT _____ LUMP SUM	LUMP SUM	—	475,000	—
404	1,080	CCN 40000 LINEAR FEET OF _____ DRILLED HOLES IN EXISTING MASONRY AT <u>TWENTY FIVE DOLLARS</u> PER LIN. FT.	25	00	27,000	—
405	LUMP SUM	CCN 40000 LUMP SUM — SUBSTRUCTURE CONCRETE FOR BRIDGE AT _____ LUMP SUM	LUMP SUM	—	1,390,000	—
406	LUMP SUM	CCN 40000 LUMP SUM — SUPERSTRUCTURE CONCRETE FOR BRIDGE AT _____ LUMP SUM	LUMP SUM	—	300,000	—
CATEGORY NO. 4 NO ALTERNATES.						

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

SCHEDULE OF PRICES

08/09/2011
 11MD04
 *** MLH

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 City of Baltimore: Sinclair Lane Bridge

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1020	Clearing and Grubbing	1.000	LS	30,000.00	30,000.00
1030	Type B Engineer's Office	1.000	LS	92,000.00	92,000.00
1040	5" Yellow Nontoxic LdFree Water Pavt Mkg Paint	500.000	LF	1.20	600.00
1050	5" White Nontoxic LdFree Water Pavt Mkg Paint	500.000	LF	1.20	600.00
1060	5" Yellow Removable Preformed Pavt Line Mkgs	500.000	LF	2.75	1,375.00
1070	5" White Removable Preformed Pavt Line Mkgs	500.000	LF	2.75	1,375.00
1080	Removal of Removable Preform Pavt Line Mkg Any W	1,000.000	LF	0.60	600.00
1090	Removal of Existing Pavt Line Mkg Any Width	1,000.000	LF	3.00	3,000.00
1100	Maintenance of Traffic	1.000	LS	55,000.00	55,000.00
1110	Graded Aggregate Base for MOT	150.000	TONS	42.00	6,300.00
1120	Hot Mix Asphalt for MOT	150.000	TONS	175.00	26,250.00
1130	Arrow Panel	750.000	DAYS	20.00	15,000.00
1140	Temp Traffic Signs (High Performance Wide Angle)	1,000.000	SF	18.00	18,000.00
1150	Reflective Barrier Markers	26.000	EACH	40.00	1,040.00
1160	Type III Barricade for MOT	16.000	EACH	250.00	4,000.00
1170	Temp Crash Cushion Sand Filled Plastic Barrels for	16.000	BARR	275.00	4,400.00
1180	Vertical Panels	2.000	EACH	55.00	110.00
1190	Drums for MOT	150.000	EACH	95.00	14,250.00
1200	Portable Variable Message Signs (PVMS)	224.000	DAYS	140.00	31,360.00
1210	Temp Orange Construction Fence	500.000	LF	2.50	1,250.00
1220	Rem & Reset Temp Orange Constr. Fence	500.000	LF	1.75	875.00
1230	Protection Vehicle	8.000	DAYS	575.00	4,600.00
1240	Precast Temp 32" F Shape Conc Traffic Barrier	600.000	LF	25.00	15,000.00
1250	Reset Precast Temp 32" F Shape Conc Traffic Barrie	250.000	LF	11.00	2,750.00
1260	Construction Stakeout	1.000	LS	155,000.00	155,000.00
1270	Mobilization	1.000	LS	300,000.00	300,000.00
1280	CPM Project Schedule	1.000	LS	3,500.00	3,500.00
1290	On-The-Job Training	2,000.000	HOUR	0.80	1,600.00
1300	Delays Due to RR Trains	300.000	HR	375.00	112,500.00
2010	Class I Excavation	1,749.000	CY	12.50	21,862.50
2020	Class I-A Excavation	200.000	CY	22.50	4,500.00
2030	Geosynthetic Stabilized Subgrade using Graded Aggr	220.000	CY	50.00	11,000.00
2040	Borrow Excavation	2,756.000	CY	30.00	82,680.00
2050	Test Pit Excavation	22.000	CY	65.00	1,430.00
2060	Removal of Existing Curb (Any Type)	2,176.000	LF	10.00	21,760.00
2070	Saw Cuts	400.000	LF	6.00	2,400.00
2080	Removal of Existing Pavement	149.000	CY	35.00	5,215.00
2090	Removal of Existing Sidewalk	149.000	CY	35.00	5,215.00
3010	Temp Gabion Stone Outlet Structure (TGOS)	1.000	EACH	2,500.00	2,500.00
3020	Underground Sand Filter	1.000	EACH	25,000.00	25,000.00
3030	Excavatable Flowable Backfill	3,300.000	CY	100.00	330,000.00
3040	Stabilized Construction Entrance	100.000	TONS	36.00	3,600.00
3050	Rehabilitate Stabilized Construction Entrance	50.000	TONS	36.00	1,800.00
3060	15" Reinforced Conc Pipe, Class IV	35.000	LF	28.00	980.00
3070	Std Type E Inlet, Min Depth	3.000	EACH	2,675.00	8,025.00
3080	Std Shallow Manhole 4' Sq with Type D F&C, Min De	1.000	EACH	3,000.00	3,000.00
3090	48" Dia Manhole for 12"-24" Pipes, Min Depth	1.000	EACH	3,000.00	3,000.00
3100	Adjust Existing Manhole	2.000	EACH	2,250.00	4,500.00
3110	Portable Sediment Tank	1.000	EACH	2,750.00	2,750.00
3120	Inlet Protection	5.000	EACH	325.00	1,625.00
3130	4"-7" Stone for Sediment Control	10.000	TONS	50.00	500.00
3140	Silt Fence	140.000	LF	2.75	385.00
4010	Removal of Exist Bridge Superstructure	1.000	LS	215,000.00	215,000.00

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 City of Baltimore: Sinclair Lane Bridge

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
4020	Removal of Portions of Exist Substructure	1.000	LS	75,000.00	75,000.00
4030	Class 3 Excavation	1.000	LS	475,000.00	475,000.00
4040	Drilled Holes in Existing Masonry	1,080.000	LF	25.00	27,000.00
4050	Substructure Concrete for Bridge	1.000	LS	1,390,000.00	1,390,000.00
4060	Superstructure Concrete for Bridge	1.000	LS	300,000.00	300,000.00
4070	Parapet Concrete	1.000	LS	80,000.00	80,000.00
4080	Contingent Mix No. 3 Concrete	20.000	CY	650.00	13,000.00
4090	Epoxy Coated Reinf Steel Bars in Superstructure	1.000	LS	88,000.00	88,000.00
4100	Fabricated Structural Steel	1.000	LS	550,000.00	550,000.00
4110	Steel Stud Shear Developers	3,500.000	EACH	4.25	14,875.00
4120	Epoxy Protective Coating for Abutments	4,760.000	SF	6.00	28,560.00
4130	Chain Link Safety Fence for Bridge, Type II	130.000	LF	115.00	14,950.00
4140	Floodlighting for Bridge	6.000	NIGH	250.00	1,500.00
4150	Repointing Masonry Joints	1.000	LS	3,500.00	3,500.00
4160	Bridge Roadway Joints	310.000	LF	250.00	77,500.00
4170	Contingent Masonry Removal	20.000	CY	1,500.00	30,000.00
4180	Contingent Reinforcing Steel	500.000	LBS	2.50	1,250.00
5010	Construction Fabric for Full Depth Paving	3,370.000	SY	5.00	16,850.00
5020	HMA Superpave 12.5mm Surface, PG64-22, Level 2 D	59.000	TONS	130.00	7,670.00
5030	HMA Superpave 12.5mm Surface, PG64-22, Level 2	2,134.000	TONS	125.00	266,750.00
5040	HMA Superpave 12.5mm Surface, PG76-22, Level 2 D	491.000	TONS	125.00	61,375.00
5050	HMA Superpave 19.0mm Base, PG64-22, Level 2 Driv	121.000	TONS	95.00	11,495.00
5060	6" Graded Aggr Base Course for Driveway	1,043.000	SY	16.00	16,688.00
5070	6" Graded Aggr Base Course	4,384.000	SY	13.50	59,184.00
5080	Grinding HMA Pavement 0" to 2"	151.000	SY	48.00	7,248.00
5090	8" Portland Cem Conc Pavt for Driveway Mix 6	169.000	SY	60.00	10,140.00
5100	5" White LdFree Reflective Thermoplas Pavt Mkgs	395.000	LF	2.50	987.50
5110	5" Yellow LdFree Reflective Thermoplas Pavt Mkgs	1,135.000	LF	2.50	2,837.50
5120	12" White LdFree Reflective Thermoplas Pavt Mkgs	802.000	LF	6.50	5,213.00
5130	24" White LdFree Reflective Thermoplas Pavt Mkgs	140.000	LF	12.00	1,680.00
5140	5" White Perm Preform Patterned Reflective Pavt Mk	860.000	LF	7.00	6,020.00
5150	HMA Pavement (Saw Cutting 2" Depth)	400.000	LF	6.00	2,400.00
5160	Var. Depth Patching using Graded Aggr Base Course	40.000	TONS	55.00	2,200.00
6010	Std Type A Curb 8" x 16"	2,338.000	LF	14.00	32,732.00
6020	Monolithic Conc Median Variable Width Ty A-1, 3' t	31.000	LF	75.00	2,325.00
6030	5" Concrete Sidewalk	7,013.000	SF	4.50	31,558.50
6040	Detectable Warning Surface for Curb Ramps	100.000	SF	50.00	5,000.00
6050	Traffic Barrier W Beam using 6' Post	63.000	LF	28.00	1,764.00
6060	Traffic Barrier W Beam Anchorage at Structure	4.000	EACH	600.00	2,400.00
6070	Type G Traffic Barrier End Treatment	1.000	EACH	1,150.00	1,150.00
6080	Type K Traffic Barrier End Treatment, Any Option	2.000	EACH	1,650.00	3,300.00
6090	Remove and Replace Traffic Beam W Beam	38.000	LF	35.00	1,330.00
7010	Cotoneaster Dammeri, 18" Cont	20.000	EACH	200.00	4,000.00
7020	Hypericum Prolificum, 18" Cont	20.000	EACH	200.00	4,000.00
7030	Turfgrass Establishment	1,429.000	SY	1.00	1,429.00
7040	Placing Furnished Topsoil 4" Depth	1,429.000	SY	8.50	12,146.50
7050	Temp Seeding	20.000	LBS	18.00	360.00
7060	Additional Watering of Plants	2.000	MGAL	1,250.00	2,500.00
7070	Shredded Hardwood Bark Mulch 3" Depth	181.000	SY	2.00	362.00
7080	Acer Saccharinum 1-1/2" Cal B&B	2.000	EACH	500.00	1,000.00
7090	Quercus Phellos 1-1/2" Cal B&B	3.000	EACH	350.00	1,050.00
7100	Ba Hal Grmdl Tree 3 Gal Cont. 3' Ht	6.000	EACH	350.00	2,100.00
8010	Rdwy Structure Adjustment - Telephone MH Cover	1.000	EACH	1,500.00	1,500.00

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 City of Baltimore: Sinclair Lane Bridge

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
8020	Rdwy Structure Adjustment - Electric MH Cover	2.000	EACH	1,500.00	3,000.00
8030	Rdwy Structure Adjustment - Water Valve Box	1.000	EACH	3,000.00	3,000.00
8040	Rdwy Structure Adjustment - Water Meter F&C	4.000	EACH	2,000.00	8,000.00
8050	12" Steel Cement Mortar Lined Water Main	125.000	LF	500.00	62,500.00
8060	Remove and Install Traffic Signs	26.000	SF	35.00	910.00
8070	Traffic Signal Pole Fdn in Earth 3'x10' 20" Bolt C	2.000	EACH	4,500.00	9,000.00
8080	Traffic Signal Pole Fdn in Earth 18"x3' 8-1/8" Bol	6.000	EACH	1,000.00	6,000.00
8090	21' Round Galv Steel Mast Arm Traffic Pole w/One 4	1.000	EACH	14,000.00	14,000.00
8100	28' Round Galv Steel Mast Arm Traffic Pole Joint U	2.000	EACH	11,000.00	22,000.00
8110	12" LED Vehicular Traffic Signal Head Section	28.000	EACH	350.00	9,800.00
8120	Push Button and Push Button Sign	8.000	EACH	450.00	3,600.00
8130	16" LED Countdown Pedestrian Signal Head	8.000	EACH	750.00	6,000.00
8140	One - 4" Sch 40 PVC Conc Encase Conduit Trenched	400.000	LF	95.00	38,000.00
8150	One - 3" Sch 40 PVC Conc Encase Conduit Trenched	450.000	LF	95.00	42,750.00
8160	10' Lighting Arm on Signal Structure	2.000	EACH	775.00	1,550.00
8170	400 Watt HPS Cobra Head Lighting Fixture, Lamp &	2.000	EACH	400.00	800.00
8180	Video Detection Camera Control Cable	500.000	LF	2.50	1,250.00
8190	One Conductor Elec Cable No. 12 AWG	450.000	LF	0.75	337.50
8200	Four Conductor Elec Cable No. 14 AWG	2,250.000	LF	1.15	2,587.50
8210	Two Conductor Elec Cable No. 14 AWG	1,500.000	LF	0.75	1,125.00
8220	Seven Conductor Elec Cable No. 14 AWG	350.000	LF	1.50	525.00
8230	Communication Cable 12 Pair No. 19 AWG IMSA 19-	1,600.000	LF	4.75	7,600.00
8240	Bare Copper Ground Wire No; 6 AWG	500.000	LF	1.50	750.00
8250	Traffic Handbox	7.000	EACH	750.00	5,250.00
8260	Lighting Handbox	6.000	EACH	750.00	4,500.00
8270	Traffic Signal Signs	77.000	SF	35.00	2,695.00
8280	Ty C Base Mnt Controller Cabinet w/8Ph Full Actuat	1.000	EACH	35,000.00	35,000.00
8290	GPS Time Reference Receiver and Supporting Equipm	1.000	EACH	8,750.00	8,750.00
8300	3-Video Detection Camera Intersection	1.000	EACH	19,500.00	19,500.00
8310	10' Pedestal Pole & Breakaway Base	7.000	EACH	1,500.00	10,500.00
8320	Rem, Salvage, Dispose, Pick-up, & Dely of Traff Si	1.000	LS	5,000.00	5,000.00
8330	Typical Duct Bank Section D-1 3-3" & 12-5"	24.000	LF	500.00	12,000.00
8340	Typical Duct Bank Section D-2 3-3" & 6-5"	30.000	LF	300.00	9,000.00
8350	Typical Duct Bank Section D-3 6-5"	30.000	LF	250.00	7,500.00
8360	Typical Duct Bank Section D-4 16-5"	82.000	LF	375.00	30,750.00
8370	Type Duct Bank Section D-5 16-5"	30.000	LF	450.00	13,500.00
8380	Precast Line Manhole 6'x12'x8' Headroom	2.000	EACH	10,500.00	21,000.00
8390	Typical Aerial Duct Bank Section 16-5" ID 8Wx2H	64.000	LF	160.00	10,240.00
8400	Removal and Relocation of Fire Hydrant	1.000	EACH	3,000.00	3,000.00
8410	Grounding Rods, 3/4" Dia x 10' Length	13.000	EACH	185.00	2,405.00
8420	Elec Cable - 2 Conductor Cable No. 12AWG Intersect	100.000	LF	1.00	100.00
8430	Elec Cable - 3 Wire, No. 4 AWG	60.000	LF	5.50	330.00

Bid Total ==>

\$5,868,047.50

COST REPORT

Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
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BID ITEM = 4050 CLIENT# = 405 Land Item SCHEDULE: 1 100
 Description = Substructure Concrete for Bridge Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

BID ITEM	Description	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
XXX	NO CREW	0.00	CH	Eff: 100.00	Prod: 0.0000		Lab Pcs: 0.00	Eqp Pcs: 0.00		0.00
2BR6	6" Perforated UD @106%	325.00	LF	6.846		2,359				2,359
2CONCS3	SHA Mix #3@106%	1.10	2,796.20	CY	85.600		253,716			253,716
2UTLSLEEVE	Utility Sleeves@106%	8.00	EA	305.000			2,586			2,586
\$258,660.92							258,661			258,661
							101.75			101.75

79241	Form / Strip Abutment & Wing Footings	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
ST13	FORM/STRIP 4 CARP W/ HYD	222.40	CH	Eff: 100.00	Prod: 0.3500	MU	Lab Pcs: 7.00	Eqp Pcs: 2.00		2.00
3FORMWORK	Std. Formwork@106%	4,448.00	SF	2.500			11,787			11,787
8CRAT60	60 TON ALL TERRAIN CRA	1.00	222.40	HR	68.815			15,304		15,304
8TRPU	PICKUP	1.00	222.40	HR	11.096			2,468		2,468
CAFM	Carpenter Foreman	1.00	222.40	MH *	33.415	7,432				7,432
CARP	Carpenter Journeyman	3.00	667.20	MH *	30.988	20,675				20,675
LAB	Laborer - Skilled	2.00	444.80	MH *	25.236	11,225				11,225
OPCR	Operator, Crane	1.00	222.40	MH *	44.546	9,907				9,907
\$78,797.90		0.3500	MH/SF	1,556.80	MH	[7.565]	49,239	11,787	17,772	78,798
27.8000	Shifts	160.0000	Un/Shift	0.0500	Hr/Unit		11.07	2.65	4.00	17.72

79243	Place Footing Rebar	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
ST23	REBAR SUPPORT	27.06	CH	Eff: 100.00	Prod: 0.0500	SU	Lab Pcs: 2.00	Eqp Pcs: 1.00		1.00
2REB001	Reinf. Steel: Bla@106%	74,400.00	LB	0.600			47,366			47,366
4REBAR	Rebar Installation Sub	74,400.00	LB	0.285					21,249	21,249
8CRAT60	60 TON ALL TERRAIN CRA	1.00	27.06	HR	68.815			1,862		1,862
LAC	Laborer, Common	1.00	27.06	MH *	24.088	652				652
OPCR	Operator, Crane	1.00	27.06	MH *	44.546	1,205				1,205
\$72,333.70		0.0007	MH/LB	54.12	MH	[0.016]	1,857	47,366	1,862	72,334
3.3825	Shifts	21,995.5654	Un/Shift	0.0004	Hr/Unit		0.02	0.64	0.03	0.29

79243	Place Footing Concrete	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
ST13	FORM/STRIP 4 CARP W/ HYD	48.00	CH	Eff: 100.00	Prod: 6.0000	S	Lab Pcs: 7.00	Eqp Pcs: 2.00		2.00
8CRAT60	60 TON ALL TERRAIN CRA	1.00	48.00	HR	68.815			3,303		3,303
8TRPU	PICKUP	1.00	48.00	HR	11.096			533		533
CAFM	Carpenter Foreman	1.00	48.00	MH *	33.415	1,604				1,604
CARP	Carpenter Journeyman	3.00	144.00	MH *	30.988	4,462				4,462
LAB	Laborer - Skilled	2.00	96.00	MH *	25.236	2,423				2,423
OPCR	Operator, Crane	1.00	48.00	MH *	44.546	2,138				2,138
\$14,462.72		0.4468	MH/CY	336.00	MH	[9.657]	10,627		3,836	14,463
6.0000	Shifts	125.3333	Un/Shift	0.0638	Hr/Unit		14.13		5.10	19.23

79152	Place Footings	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
ST21	FINISH	50.88	CH	Eff: 100.00	Prod: 900.0000	US	Lab Pcs: 3.00	Eqp Pcs: 0.00		0.00
FNFM	Finisher Foreman	1.00	50.89	MH *	33.415	1,700				1,700
FNJ	Finisher Journeyman	2.00	101.78	MH *	31.750	3,231				3,231
\$4,931.96		0.0266	MH/SF	152.67	MH	[0.612]	4,932			4,932
6.3600	Shifts	900.1572	Un/Shift	0.0089	Hr/Unit		0.86			0.86

92903	Form / Strip - Abut Stem	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
ST13	FORM/STRIP 4 CARP W/ HYD	416.70	CH	Eff: 100.00	Prod: 0.4500	MU	Lab Pcs: 7.00	Eqp Pcs: 2.00		2.00
3FORMLINER	Architectural For@106%	3,160.00	SF	6.000			20,098			20,098
3FORMWORK	Std. Formwork@106%	6,482.00	SF	2.500			17,177			17,177
8CRAT60	60 TON ALL TERRAIN CRA	1.00	416.70	HR	68.815			28,675		28,675
8TRPU	PICKUP	1.00	416.70	HR	11.096			4,624		4,624
CAFM	Carpenter Foreman	1.00	416.70	MH *	33.415	13,924				13,924
CARP	Carpenter Journeyman	3.00	1,250.10	MH *	30.988	38,738				38,738
LAB	Laborer - Skilled	2.00	833.40	MH *	25.236	21,032				21,032
OPCR	Operator, Crane	1.00	416.70	MH *	44.546	18,562				18,562
\$162,829.57		0.4500	MH/SF	2,916.90	MH	[9.726]	92,256	37,275	33,299	162,830
52.0875	Shifts	124.4444	Un/Shift	0.0643	Hr/Unit		14.23	5.75	5.14	25.12

72903	Place - Abut Stem	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
ST13	FORM/STRIP 4 CARP W/ HYD	64.00	CH	Eff: 100.00	Prod: 8.0000	S	Lab Pcs: 7.00	Eqp Pcs: 2.00		2.00
8CRAT60	60 TON ALL TERRAIN CRA	1.00	64.00	HR	68.815			4,404		4,404
8TRPU	PICKUP	1.00	64.00	HR	11.096			710		710

COST REPORT

Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 4050 CLIENT# = 405 Land Item SCHEDULE: 1 100 Description = Substructure Concrete for Bridge Unit = LS Takcoff Quan: 1.000 Engr Quan: 1.000										
CAFM	Carpenter Foreman	1.00	64.00 MH *	33.415	2,139					2,139
CARP	Carpenter Journeyman	3.00	192.00 MH *	30.988	5,950					5,950
LAB	Laborer - Skilled	2.00	128.00 MH *	25.236	3,230					3,230
OPCR	Operator, Crane	1.00	64.00 MH *	44.546	2,851					2,851
\$19,283.65		0.4548 MH/CY	448.00 MH	[9.83]	14,169			5,114		19,284
8.0000 Shifts	*	123.1250 Un/Shift	0.0650 Hr/Unit		14.39			5.19		19.58
701511 Rub Abut Stem Quan: 3,241.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MDS212										
ST20	RUB	28.80 CH	Eff: 100.00	Prod: 900.0000 US	Lab Pcs: 3.00			Eq Pcs: 0.00		0.00
FNJ	Finisher Journeyman	2.00	57.62 MH *	31.750	1,829					1,829
LAC	Laborer, Common	1.00	28.81 MH *	24.088	694					694
\$2,523.39		0.0266 MH/SF	86.43 MH	[0.533]	2,523					2,523
3.6000 Shifts		900.2778 Un/Shift	0.0089 Hr/Unit		0.78					0.78
701511 Float Abut Stem Quan: 2,548.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MDS122										
ST21	FINISH	22.63 CH	Eff: 100.00	Prod: 900.0000 US	Lab Pcs: 3.00			Eq Pcs: 0.00		0.00
FNFM	Finisher Foreman	1.00	22.63 MH *	33.415	756					756
FNJ	Finisher Journeyman	2.00	45.26 MH *	31.749	1,437					1,437
\$2,193.16		0.0266 MH/SF	67.89 MH	[0.612]	2,193					2,193
2.8288 Shifts		900.0442 Un/Shift	0.0089 Hr/Unit		0.86					0.86
720208 Form - Abut Transition-Wingwall Quan: 5,198.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MDS212										
ST13	FORM/STRIP 4 CARP W/ HYD	334.15 CH	Eff: 100.00	Prod: 0.4500 MU	Lab Pcs: 7.00			Eq Pcs: 2.00		2.00
3FORMWORK	Std. Formwork@106%	5,198.00 SF		2,500	13,775					13,775
8CRAT60	60 TON ALL TERRAIN CRA	1.00	334.16 HR	68.815			22,995			22,995
8TRPU	PICKUP	1.00	334.16 HR	11.096			3,708			3,708
CAFM	Carpenter Foreman	1.00	334.16 MH *	33.415	11,166					11,166
CARP	Carpenter Journeyman	3.00	1,002.47 MH *	30.988	31,064					31,064
LAB	Laborer - Skilled	2.00	668.31 MH *	25.236	16,865					16,865
OPCR	Operator, Crane	1.00	334.16 MH *	44.546	14,886					14,886
\$114,458.88		0.4500 MH/SF	2,339.10 MH	[9.726]	73,981		13,775	26,703		114,459
41.7688 Shifts		124.4471 Un/Shift	0.0643 Hr/Unit		14.23		2.65	5.14		22.02
720158 Place - Abut Transition & Wingwall Quan: 5,350.00 CY Hrs/Shift: 8.00 Cal: 40 WC: MDS212										
ST13	FORM/STRIP 4 CARP W/ HYD	42.80 CH	Eff: 100.00	Prod: 5.3500 S	Lab Pcs: 7.00			Eq Pcs: 2.00		2.00
8CRAT60	60 TON ALL TERRAIN CRA	1.00	42.80 HR	68.815			2,945			2,945
8TRPU	PICKUP	1.00	42.80 HR	11.096			475			475
CAFM	Carpenter Foreman	1.00	42.80 MH *	33.415	1,430					1,430
CARP	Carpenter Journeyman	3.00	128.40 MH *	30.988	3,979					3,979
LAB	Laborer - Skilled	2.00	85.60 MH *	25.236	2,160					2,160
OPCR	Operator, Crane	1.00	42.80 MH *	44.546	1,907					1,907
\$12,895.93		0.5600 MH/CY	299.60 MH	[12.103]	9,476			3,420		12,896
5.3500 Shifts	*	100.0000 Un/Shift	0.0800 Hr/Unit		17.71			6.39		24.10
701512 Rub Transition & Wingwall Quan: 2,257.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MDS212										
ST20	RUB	20.06 CH	Eff: 100.00	Prod: 900.0000 US	Lab Pcs: 3.00			Eq Pcs: 0.00		0.00
FNJ	Finisher Journeyman	2.00	40.12 MH *	31.750	1,274					1,274
LAC	Laborer, Common	1.00	20.06 MH *	24.087	483					483
\$1,756.99		0.0266 MH/SF	60.18 MH	[0.533]	1,757					1,757
2.5075 Shifts		900.0997 Un/Shift	0.0089 Hr/Unit		0.78					0.78
701522 Float Transition & Wingwall Quan: 784.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MDS212										
ST21	FINISH	6.70 CH	Eff: 100.00	Prod: 900.0000 US	Lab Pcs: 3.00			Eq Pcs: 0.00		0.00
FNFM	Finisher Foreman	1.00	6.70 MH *	33.413	224					224
FNJ	Finisher Journeyman	2.00	13.40 MH *	31.749	425					425
\$649.31		0.0266 MH/SF	20.10 MH	[0.611]	649					649
0.8375 Shifts		900.2985 Un/Shift	0.0089 Hr/Unit		0.86					0.86
720205 Form - Abut Cap Quan: 1,335.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MDS212										
ST13	FORM/STRIP 4 CARP W/ HYD	114.43 CH	Eff: 100.00	Prod: 0.6000 MU	Lab Pcs: 7.00			Eq Pcs: 2.00		2.00
3FORMWORK	Std. Formwork@106%	1,335.00 SF		2,500	3,538					3,538
8CRAT60	60 TON ALL TERRAIN CRA	1.00	114.43 HR	68.815			7,874			7,874
8TRPU	PICKUP	1.00	114.43 HR	11.096			1,270			1,270
CAFM	Carpenter Foreman	1.00	114.43 MH *	33.415	3,824					3,824
CARP	Carpenter Journeyman	3.00	343.29 MH *	30.988	10,638					10,638
LAB	Laborer - Skilled	2.00	228.86 MH *	25.236	5,775					5,775
OPCR	Operator, Crane	1.00	114.43 MH *	44.546	5,097					5,097

COST REPORT

Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
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BID ITEM = 4050 CLIENT# = 405 Land Item SCHEDULE: 1 100
 Description = Substructure Concrete for Bridge Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000
 \$38,016.30 0.6000 MH/SF 801.01 MH [12.968] 25,334 3,538 9,144 38,016
 14.3025 Shifts 93.3403 Un/Shift 0.0857 Hr/Unit 18.98 2.65 6.85 28.48

720255 Floor - Abut Cap Quan: 153.00 CY Hrs/Shift: 8.00 Cal: 40 WC: MD5222

Item	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
ST13	FORM/STRIP 4 CARP W/ HYD	16.00	CH	Eff: 100.00	Prod: 2.0000 S		Lab Pcs: 7.00	Eqp Pcs: 2.00		
8CRAT60	60 TON ALL TERRAIN CRA	1.00	16.00	HR	68.815		1,101	1,101		
8TRPU	PICKUP	1.00	16.00	HR	11.096		178	178		
CAFM	Carpenter Foreman	1.00	16.00	MH *	33.415	535		535		
CARP	Carpenter Journeyman	3.00	48.00	MH *	30.988	1,487		1,487		
LAB	Laborer - Skilled	2.00	32.00	MH *	25.236	808		808		
OPCR	Operator, Crane	1.00	16.00	MH *	44.546	713		713		
\$4,820.90		0.7044 MH/CY	112.00	MH	[15.224]	3,542		1,279		4,821
2.0000 Shifts		79.5000 Un/Shift	0.1006	Hr/Unit		22.28		8.04		30.32

701515 Rub Abut. Cap / Pedestal Quan: 1,129.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MD5222

Item	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
ST20	RUB	10.03	CH	Eff: 100.00	Prod: 900.0000 US		Lab Pcs: 3.00	Eqp Pcs: 0.00		
FNJ	Finisher Journeyman	2.00	20.07	MH *	31.749	637		637		
LAC	Laborer, Common	1.00	10.04	MH *	24.089	242		242		
\$879.06		0.0266 MH/SF	30.11	MH	[0.533]	879		879		
1.2538 Shifts		900.4985 Un/Shift	0.0089	Hr/Unit		0.78				0.78

701523 Float Abut. Cap / Pedestal Quan: 2,275.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MD5222

Item	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
ST21	FINISH	20.22	CH	Eff: 100.00	Prod: 900.0000 US		Lab Pcs: 3.00	Eqp Pcs: 0.00		
FNFM	Finisher Foreman	1.00	20.22	MH *	33.415	676		676		
FNJ	Finisher Journeyman	2.00	40.44	MH *	31.750	1,284		1,284		
\$1,959.61		0.0266 MH/SF	60.66	MH	[0.611]	1,960		1,960		
2.5275 Shifts		900.0989 Un/Shift	0.0089	Hr/Unit		0.86				0.86

720211 Form - Abut & Wing Backwall Quan: 2,944.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MD5222

Item	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
ST13	FORM/STRIP 4 CARP W/ HYD	252.34	CH	Eff: 100.00	Prod: 0.6000 MU		Lab Pcs: 7.00	Eqp Pcs: 2.00		
3FORMWORK	Std. Formwork@106%	2,944.00	SF		2,500		7,802	7,802		
8CRAT60	60 TON ALL TERRAIN CRA	1.00	252.34	HR	68.815		17,365	17,365		
8TRPU	PICKUP	1.00	252.34	HR	11.096		2,800	2,800		
CAFM	Carpenter Foreman	1.00	252.34	MH *	33.415	8,432		8,432		
CARP	Carpenter Journeyman	3.00	757.03	MH *	30.988	23,459		23,459		
LAB	Laborer - Skilled	2.00	504.69	MH *	25.236	12,736		12,736		
OPCR	Operator, Crane	1.00	252.34	MH *	44.546	11,241		11,241		
\$83,833.97		0.6000 MH/SF	1,766.40	MH	[12.968]	55,868		7,802	20,165	83,834
31.5425 Shifts		93.3344 Un/Shift	0.0857	Hr/Unit		18.98		2.65	6.85	28.48

720261 Floor - Abut & Wing Backwall Quan: 111.00 CY Hrs/Shift: 8.00 Cal: 40 WC: MD5222

Item	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
ST13	FORM/STRIP 4 CARP W/ HYD	32.00	CH	Eff: 100.00	Prod: 4.0000 S		Lab Pcs: 7.00	Eqp Pcs: 2.00		
8CRAT60	60 TON ALL TERRAIN CRA	1.00	32.00	HR	68.815		2,202	2,202		
8TRPU	PICKUP	1.00	32.00	HR	11.096		355	355		
CAFM	Carpenter Foreman	1.00	32.00	MH *	33.415	1,069		1,069		
CARP	Carpenter Journeyman	3.00	96.00	MH *	30.988	2,975		2,975		
LAB	Laborer - Skilled	2.00	64.00	MH *	25.236	1,615		1,615		
OPCR	Operator, Crane	1.00	32.00	MH *	44.546	1,425		1,425		
\$9,641.83		2.0180 MH/CY	224.00	MH	[43.615]	7,085		2,557		9,642
4.0000 Shifts		27.7500 Un/Shift	0.2883	Hr/Unit		63.83		23.04		86.86

701514 Rub Abut. & Wing Backwall Quan: 1,151.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MD5222

Item	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
ST20	RUB	10.23	CH	Eff: 100.00	Prod: 900.0000 US		Lab Pcs: 3.00	Eqp Pcs: 0.00		
FNJ	Finisher Journeyman	2.00	20.46	MH *	31.749	650		650		
LAC	Laborer, Common	1.00	10.23	MH *	24.088	246		246		
\$896.01		0.0266 MH/SF	30.69	MH	[0.533]	896		896		
1.2788 Shifts		900.0978 Un/Shift	0.0089	Hr/Unit		0.78				0.78

701524 Float Abut. & Wing Backwall Quan: 598.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MD5222

Item	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
ST21	FINISH	5.31	CH	Eff: 100.00	Prod: 900.0000 US		Lab Pcs: 3.00	Eqp Pcs: 0.00		
FNFM	Finisher Foreman	1.00	5.32	MH *	33.414	178		178		
FNJ	Finisher Journeyman	2.00	10.63	MH *	31.750	338		338		
\$315.26		0.0266 MH/SF	15.95	MH	[0.612]	515		515		
0.6638 Shifts		900.9416 Un/Shift	0.0089	Hr/Unit		0.86				0.86

720225 Form - Backdrain Wedge Quan: 558.00 SF Hrs/Shift: 8.00 Cal: 40 WC: MD5222

Item	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
ST11	FORM/STRIP 4 CARPENTERS	32.08	CH	Eff: 100.00	Prod: 0.3500 MU		Lab Pcs: 6.00	Eqp Pcs: 1.00		

COST REPORT

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM	= 4050	CLIENT# = 405	Land Item	SCHEDULE: 1 100						
Description =	Substructure Concrete for Bridge		Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	1.000
3FORMWORK	Std. Formwork@106%		550.00 SF		2.500		1,458			1,458
8TRPU	PICKUP	1.00	32.08 HR		11.096			356		356
CAFM	Carpenter Foreman	1.00	32.08 MH *		33.415	1,072				1,072
CARP	Carpenter Journeyman	4.00	128.33 MH *		30.988	3,977				3,977
LAB	Laborer - Skilled	1.00	32.08 MH *		25.236	810				810
\$7,671.61	0.3499 MH/SF		192.49 MH		[7.403]	5,858	1,458	356		7,672
4.0100 Shifts	137.1571 Un/Shift		0.0583 Hr/Unit			10.65	2.65	0.65		13.95

72275		Place Backdrain Wedge		Quan:	49.00 CY	Hrs/Shift:	8.00	Cal:	40	WC:	MD5222
ST13	FORM/STRIP 4 CARP W/ HYD		8.00 CH	Eff:	100.00	Prod:	1.0000 S	Lab Pcs:	7.00	Eqp Pcs:	2.00
2CONCS3	SHA Mix #3@106%		40.00 CY			85.600		3,629			3,629
8CRAT60	60 TON ALL TERRAIN CRA	1.00	8.00 HR			68.815			551		551
8TRPU	PICKUP	1.00	8.00 HR			11.096			89		89
CAFM	Carpenter Foreman	1.00	8.00 MH *			33.415	267				267
CARP	Carpenter Journeyman	4.00	32.00 MH *			30.988	992				992
LAB	Laborer - Skilled	1.00	8.00 MH *			25.235	202				202
OPCR	Operator, Crane	1.00	8.00 MH *			44.546	356				356
\$6,085.90	1.4000 MH/CY		56.00 MH		[31.074]	1,817	3,629		639		6,086
1.0000 Shifts	40.0000 Un/Shift		0.2000 Hr/Unit			45.43	90.74		15.98		152.15

70171		Substructure Rebar		Quan:	100,200.00 LB	Hrs/Shift:	8.00	Cal:	40	WC:	MD5222
ST23	REBAR SUPPORT		36.44 CH	Eff:	100.00	Prod:	0.0500 \$U	Lab Pcs:	2.00	Eqp Pcs:	1.00
2REB002	Reinf. Steel: Epo@106%		100,200.00 LB			0.600		63,791			63,791
4REBAR	Rebar Installation Sub		100,200.00 LB			0.285				28,617	28,617
8CRAT60	60 TON ALL TERRAIN CRA	1.00	36.45 HR			68.815			2,508		2,508
LAC	Laborer, Common	1.00	36.45 MH *			24.088	878				878
OPCR	Operator, Crane	1.00	36.45 MH *			44.546	1,624				1,624
\$97,418.05	0.0007 MH/LB		72.90 MH		[0.016]	2,502	63,791		2,508	28,617	97,418
4.5550 Shifts	21,997.8046 Un/Shift		0.0004 Hr/Unit			0.02	0.64		0.03	0.29	0.97

729507		6" Perforated UD		Quan:	325.00 LF	Hrs/Shift:	8.00	Cal:	40	WC:	MD5507
EX13	436 LOADER CREW		40.00 CH	Eff:	100.00	Prod:	65.0000 US	Lab Pcs:	3.00	Eqp Pcs:	1.00
8LD436	CAT 436 LOADER/BH	1.00	40.00 HR			30.518			1,221		1,221
LAC	Laborer, Common	2.00	80.00 MH *			24.144	1,932				1,932
OPPEL	Operator, Loader	1.00	40.00 MH *			41.738	1,670				1,670
\$4,821.75	0.3692 MH/LF		120.00 MH		[7.164]	3,601			1,221		4,822
5.0000 Shifts	65.0000 Un/Shift		0.1231 Hr/Unit			11.08			3.76		14.84

H890000		CONCRETE ALL CLASSES		Quan:	1,336.00 CY	Hrs/Shift:	8.00	Cal:	40	WC:	MD5507
0000			0.00			0.000	36,225	12,493	12,194		60,912
\$60,911.81	0.4532 MH/CY		1,285.34 MH		[]	36,225	12,493	12,194			60,912
						12.77	4.41	4.30			21.48

Item Totals:	4050	- Substructure Concrete for Bridge									
\$1,063,250.14	13,105.3486 MH/LS		13,105.34 MH		[255308.62]	409,742	373,447	88,127	142,069	49,866	1,063,250
1,063,250.140	1 LS					409,741.64	373,447.01	88,126.72	142,069.00	49,865.76	1,063,250.14

\$1,063,250.14 *** Report Totals *** 13,105.34 MH 409,742 373,447 88,127 142,069 49,866 1,063,250

>>> Indicates Non Additive Activity

Holding account totals will not be added to the report totals because the distribution is instead added to the various bid items.

---Report Notes:---

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: 07/13/11 Owner: Engineering Firm:

Estimator-In-Charge:

JOB NOTES

Bid Results:

- Concrete General \$ 5,732,838
- The Lane Construction Corporation \$ 5,868,047 + 2.4%

COST REPORT

Activity Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
BID ITEM	= 4050		CLIENT# = 405								
Description =	Substructure Concrete for Bridge			Land Item Unit =	SCHEDULE: LS	1	100		1.000	Engr Quan:	1.000
3.	Allied Contracting	\$ 6,865,375	+ 20%								
4.	Kiewit Infrastructure South	\$ 6,866,172	+ 20%								
5.	American Infrastructure	\$ 6,927,765	+ 21%								
6.	Joseph B. Fay	\$ 6,947,928	+ 21%								
7.	Flippo Construction	\$ 7,302,047	+ 27%								

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

---Calendar Codes---

Calendars are found in crew and labor codes and have the format XXXdY where

XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

- 40 40 Hour Week (5-8 Hr Days)
- 410 40 Hour Week (4 10 Hr Days)
- 42 40 Hour Week (Dbl Shift)
- 43 40 Hour Week (Triple Shift)
- 45 45 Hour Week (5/9's)
- 46 45 Hour Week (Work 9/Pd 10)
- 50 50 Hour Week (5/10 Hr Days)
- 52 50 Hour Week (Dble 10's)
- 55 55 Hour Week (5/10's & 5)
- 60 60 Hour Week (5/12's)
- 61 60 Hour Week (6/10's)
- 70 Asphalt Plant Calendar
- 72 72 Hour Week (6/12s)
- 84 SEVEN DAYS 12 HOURS / DAY
- SAL Monthly Salary - 50 hr week

EXHIBIT II

SCHEDULE OF PRICES

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

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
401	LUMP SUM	CCN 40000 LUMP SUM — REMOVAL OF EXISTING BRIDGE SUPERSTRUCTURE AT <u>TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS</u> LUMP SUM DOLLARS CCN 40000	LUMP SUM	—	215,000	—
402	LUMP SUM	LUMP SUM — REMOVAL OF PORTIONS OF EXISTING SUBSTRUCTURE AT <u>SEVENTY FIVE THOUSAND DOLLARS</u> LUMP SUM CCN 40000	LUMP SUM	—	75,000	—
403	LUMP SUM	LUMP SUM — CLASS 3 EXCAVATION AT <u>FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS</u> LUMP SUM DOLLARS CCN 40000	LUMP SUM	—	475,000	—
404	1,080	LINEAR FEET OF — DRILLED HOLES IN EXISTING MASONRY AT <u>TWENTY FIVE DOLLARS</u> PER LIN. FT. CCN 40000	25	00	27,000	—
405	LUMP SUM	LUMP SUM — SUBSTRUCTURE CONCRETE FOR BRIDGE AT <u>ONE HUNDRED THIRTY NINE THOUSAND DOLLARS</u> LUMP SUM DOLLARS CCN 40000	LUMP SUM	—	139,000	—
406	LUMP SUM	LUMP SUM — SUPERSTRUCTURE CONCRETE FOR BRIDGE AT <u>THREE HUNDRED THOUSAND DOLLARS</u> LUMP SUM CATEGORY NO. 4 NO ALTERNATES.	LUMP SUM	—	300,000	—

DEPARTMENT OF TRANSPORTATION CONTRACT NO. TR03333, F.A.P. NO. HP-BR-2755(1)E, S.H.A. NO. BC 315-016-815



September 23, 2011

VIA FEDEX & FACSIMILE (410) 685-4416

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

**Re: Sinclair Lane Bridge Rehabilitation
Over CSXT Railroad ("Contract")
Baltimore City No. TR03333
F.A.P. No. HP – BR – 2755 (1)(E)
S.H.A. No. B.C. 318-016-815
Supplement to Notice of Bid Protest**

Dear Sir or Madam:

This letter is written as a supplement to and in furtherance of the Notice of Bid Protest which was submitted by The Lane Construction Corporation ("Lane") to your office by letter dated September 1, 2011 concerning the above-referenced Contract.

On September 15, 2011, Lane received a partial response to its request under the Maryland Public Information Act for documentation including tabulations of prices furnished by the other six (6) bidders on July 27, 2011 for the Contract.

As a result of our review of such bid tabulations, Lane hereby submits further evidence in support of its position that the amount Lane intended to be submitted for Item 405, Substructure Concrete for bridge for the Contract bid was \$1,390,000, and not the \$139,000 figure which was inadvertently listed on the bid sheet.

On page 2 of the City Memo which contests Lane's request to withdrawal its bid on the grounds of a mistake, the City makes two factual arguments which have been shown by our review of the subject bid tabulations to be erroneous. In an apparent attempt to imply that a \$139,000 sum is not an unreasonable amount for Item 405, page 2 of the City Memo states that the \$139,000 sum "was only \$77,490.65 less than the bid from the second bidder, (Concrete General, Inc.) on that same item." This statement means that Concrete General's bid was \$216,490.65 (\$139,000, plus \$77,490.65). However, as set forth on the extract

from Concrete General's tabulation of bids as furnished to the City, and attached hereto as **Schedule 1**, the amount bid by Concrete General for Item 405 was **\$1,519,000** and not \$216,490.65. This amount was **\$1,380,000** higher than Lane's mistaken bid price for Item 405, but only \$129,000 different from Lane's intended price.

Similarly, the City is incorrect when it states in the same paragraph of the City Memo that Concrete General's bid price was only \$170,836.85 less than the bid from the third bidder, Allied Contractors, Inc. Based on the City Memo this means that Allied Contractors, Inc.'s bid for Item 405 was \$383,327.50 (\$216,490.65, plus \$170,836.85). Again, the City's assertion is incorrect since Allied's real price for Item 405 was \$1,500,000; consistent with both Concrete General's price and Lane's intended price for Item 405.

These two factual misstatements in the City Memo undermine the City's argument that the \$139,000 mistake was somehow a realistic number; instead, an analysis of the bidding documents actually corroborates Lane's contention that the intended price should have been \$1,390,000.

Moreover, the reasonableness of Lane's intended price of \$1,390,000 is graphically demonstrated by examining Item 405 bids from the other bidders as set forth on the chart attached as **Schedule 3**. As can be seen therefrom, the actual bid amounts for this Line Item vary from \$1,056,151.50 to \$1,519,000. Lane's intended price of \$1,390,000 was right in the mix! To suggest as the City attempts that a \$139,000 price can somehow be reasonable for Item 405 is simply without any basis.

Finally, to eliminate any possible doubt, Lane is also attaching as **Schedule 4** hereto an affidavit by Michael L. Howes, Lane's Chief Estimator on this project, which further confirms Lane's intended price for Item 405.

Aggregating the evidence derived from the review of the other bidders' calculations, together with the attached affidavit of Michael Howes, and the other evidence as previously identified on page 4 of Lane's September 1, 2011, Protest, provides overwhelming and indisputable proof that a mistake has occurred and that the intended bid from Item 405 was \$1,390,000.

For all of the aforementioned reasons, and for those set forth in the

Page 3
September 23, 2011
City of Baltimore

September 1, 2011 Notice of Protest, Lane respectfully requests that the Board of Estimate confirm that Lane should be allowed to withdraw its bid on account of its mistake in Item 405.

As before, Lane is prepared to respond to any questions or requests for additional information which this Board may have, and continues to reserve all rights with respect to this matter.

We look forward to your prompt attention to this matter and an equitable resolution of this issue.

Sincerely,



Dan A. Haynes

DAH/kag

Attachments: Schedule 1- (Extract from Tabulation of Bid – Concrete General)
Schedule 2- (Extract from Tabulation of Bid – Allied Contractors)
Schedule 3- (Comparison of Item 405 Bid Prices)
Schedule 4- Affidavit of Michael Howes

cc: Ms. Laetitia Griffin, City of Baltimore (via email-
Laetitia.griffin@baltimorecity.gov)
City of Baltimore
Department of Transportation, Contract Administration
E. Fayette Street
Baltimore, MD 21202

Ms. Leslie Winner, Chief, Contracts Practice Group
City of Baltimore (via email- Leslie.winner@baltimorecity.gov)
Law Department
100 N. Holliday Street
Suite 101
Baltimore, MD 21202

Mr. Joseph Lark (via email)
Mr. Ken Prince (via email)
Mr. Michael Howes (via email)

SCHEDULE 1

BALTIMORE CONTRACT NO: TR03333
Sinclair Lane Bridge Rehabilitation Over CSXT Railroad
Tabulation Of Bids

9/14/2011

BIDDER NUMBER: 2				CONCRETE GENERAL, INC.	
ITEM #	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
102	102 LS CLEARING AND GRUBBING	1.00	LS	46,000.00	46,000.00
103	103 LS TYPE B ENGINEERS OFFICE	1.00	LS	45,000.00	45,000.00
104	104 LF 5"YELLOW NONTOXIC LEAD FREE	500.00	LF	1.10	550.00
105	105 LF 5"WHITE NONTOXI LEAD FREE WAT	500.00	LF	1.10	550.00
106	106 LF 5"YELLOW REMOVABLE PREFORMED	500.00	LF	2.20	1,100.00
107	107 LF 5" WHITE REMOVABLE PAVEMENT	500.00	LF	2.20	1,100.00
108	108 LF REMOVAL OF REMOVABLE PREFORM	1,000.00	LF	.55	550.00
109	109 LF REMOVAL OF EXISTING PAVEMENT	1,000.00	LF	2.20	2,200.00
110	110 LS MAINTENANCE OF TRAFFIC	1.00	LS	5,000.00	5,000.00
111	111 TON GRADED AGGREGATE BASE FOR MA	150.00	TON	25.00	3,750.00
112	112 TON HOT MIX ASPHALT FOR MOT	150.00	TON	150.00	22,500.00
113	113 UD ARROW PANEL	750.00	UD	30.00	22,500.00
114	114 SF TEMPORARY TRAFFIC SIGNS HIGH	1,000.00	SF	15.00	15,000.00
115	115 EA REFLECTIVE BARRIER MARKERS	26.00	EA	20.00	520.00
116	116 EA TYPE III BARRICADE FOR MOT	16.00	EA	250.00	4,000.00
117	117 BBL TEMPORARY CRASH CUSHION SAND	16.00	BAR	308.00	4,928.00
118	118 EA VERTICAL PANELS	2.00	EA	50.00	100.00
119	119 EA DRUMS FOR MAINTENANCE OF TRAF	150.00	EA	88.00	13,200.00
120	120 UD PORTABLE VARIABLE MESSAGE SIG	224.00	UD	100.00	22,400.00
121	121 LF TEMPORARY ORANGE CONSTRUCTION	500.00	LF	5.00	2,500.00
122	122 LF REMOVE AND RESET TEMPORARY OR	500.00	LF	5.00	2,500.00
123	123 UD PROTECTION VEHICLE	8.00	UD	300.00	2,400.00
124	124 LF PRECAST TEMPORARY 32"SHAPE CO	600.00	LF	10.00	6,000.00
125	125 LF RESET PRECAST TEMPORARY CONCR	250.00	LF	5.00	1,250.00
126	126 LS CONSTRUCTION STAKEOUT	1.00	LS	3,900.00	3,900.00
127	127 LS MOBILIZATION	1.00	LS	548,000.00	548,000.00
128	128 LS CPM PROJECT SCHEDULE	1.00	LS	1.00	1.00
129	129 HR ON THE JOB TRAINING	2,000.00	HR	.80	1,600.00
130	130 HR DELAYS DUE TO RR TRAINS	300.00	HR	400.00	120,000.00
201	201 CY CLASS 1 EXCAVATION	1,749.00	CY	30.00	52,470.00
202	202 CY CLASS 1-A EXCAVATION	200.00	CY	30.00	6,000.00
203	203 CY GEOSYNTHETIC STABILIZED SUBGR	220.00	CY	60.00	13,200.00
204	204 CY COMMON BORROW	2,756.00	CY	15.00	41,340.00
205	205 CY TEST PIT EXCAVATION	22.00	CY	150.00	3,300.00
206	206 LF REMOVAL OF EXISTING CURB(ANY	2,176.00	LF	8.00	17,408.00
207	207 LF SAW CUTS	400.00	LF	2.00	800.00
208	208 CY REMOVAL OF EXISTING PAVEMENT	149.00	CY	35.00	5,215.00
209	209 CY REMOVAL OF EXISTING SIDEWALK	149.00	CY	35.00	5,215.00
301	301 EA TEMPORARY GABION STONE OUTLET	1.00	EA	1,800.00	1,800.00
302	302 EA UNDERGROUND SAND FILTER	1.00	EA	54,000.00	54,000.00
303	303 CY EXCAVATABLE FLOWABLE FILL	3,300.00	CY	115.00	379,500.00
304	304 TON STABILIZED CONSTRUCTION ENTR	100.00	TON	25.00	2,500.00
305	305 TON REHABILITATE STABILIZED CONST	50.00	TON	20.00	1,000.00
306	306 LF 15" REINFORCED CONCRETE PIPE,	35.00	LF	181.00	6,335.00
307	307 EA STANDARD TYPE E INLET - MINIM	3.00	EA	3,300.00	9,900.00
308	308 EA STANDARD SHALLOW MANHOLE	1.00	EA	3,600.00	3,600.00
309	309 EA 48" DIAMETER MANHOLE FOR 12"	1.00	EA	3,300.00	3,300.00
310	310 EA ADJUST EXISTING MANHOLE	2.00	EA	500.00	1,000.00
311	311 EA PORTABLE SEDIMENT TANK	1.00	EA	1,000.00	1,000.00
312	312 EA INLET PROTECTION	5.00	EA	220.00	1,100.00
313	313 TON 4"-7" STONE FOR SEDIMENT CON	10.00	TON	50.00	500.00
314	314 LF SILT FENCE	140.00	LF	2.00	280.00
401	401 LS REMOVAL OF EXISTING BRIDGE	1.00	LS	191,000.00	191,000.00
402	402 LS REMOVAL OF PORTIONS OF EXISTI	1.00	LS	286,000.00	286,000.00
403	403 LS CLASS 3 EXCAVATION	1.00	LS	125,000.00	125,000.00
404	404 LF DRILLED HOLES IN EXISTING MAS	1,080.00	LF	20.00	21,600.00
405	405 LS SUBSTRUCTURE CONCRETE FOR BRI	1.00	LS	1,519,000.00	1,519,000.00
406	406 LS SUPERSTRUCTURE CONCRETE FOR B	1.00	LS	276,000.00	276,000.00
407	407 LS PARAPET CONCRETE	1.00	LS	82,000.00	82,000.00

SCHEDULE 2

BALTIMORE CONTRACT NO: TR03333
Sinclair Lane Bridge Rehabilitation Over CSXT Railroad
Tabulation Of Bids

9/14/2011

BIDDER NUMBER: 3				Allied Contractors, Inc.	
ITEM #	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
102	102 LS CLEARING AND GRUBBING	1.00	LS	10,000.00	10,000.00
103	103 LS TYPE B ENGINEERS OFFICE	1.00	LS	50,000.00	50,000.00
104	104 LF 5"YELLOW NONTOXIC LEAD FREE	500.00	LF	2.00	1,000.00
105	105 LF 5"WHITE NONTOXI LEAD FREE WAT	500.00	LF	2.00	1,000.00
106	106 LF 5"YELLOW REMOVABLE PREFORMED	500.00	LF	2.00	1,000.00
107	107 LF 5" WHITE REMOVABLE PAVEMENT	500.00	LF	2.00	1,000.00
108	108 LF REMOVAL OF REMOVABLE PREFORM	1,000.00	LF	.50	500.00
109	109 LF REMOVAL OF EXISTING PAVEMENT	1,000.00	LF	2.00	2,000.00
110	110 LS MAINTENANCE OF TRAFFIC	1.00	LS	300,000.00	300,000.00
111	111 TON GRADED AGGREGATE BASE FOR MA	150.00	TON	30.00	4,500.00
112	112 TON HOT MIX ASPHALT FOR MOT	150.00	TON	80.00	12,000.00
113	113 UD ARROW PANEL	750.00	UD	50.00	37,500.00
114	114 SF TEMPORARY TRAFFIC SIGNS HIGH	1,000.00	SF	15.00	15,000.00
115	115 EA REFLECTIVE BARRIER MARKERS	26.00	EA	30.00	780.00
116	116 EA TYPE III BARRICADE FOR MOT	16.00	EA	250.00	4,000.00
117	117 BBL TEMPORARY CRASH CUSHION SAND	16.00	BAR	300.00	4,800.00
118	118 EA VERTICAL PANELS	2.00	EA	100.00	200.00
119	119 EA DRUMS FOR MAINTENANCE OF TRAF	150.00	EA	90.00	13,500.00
120	120 UD PORTABLE VARIABLE MESSAGE SIG	224.00	UD	60.00	13,440.00
121	121 LF TEMPORARY ORANGE CONSTRUCTION	500.00	LF	3.00	1,500.00
122	122 LF REMOVE AND RESET TEMPORARY OR	500.00	LF	3.00	1,500.00
123	123 UD PROTECTION VEHICLE	8.00	UD	400.00	3,200.00
124	124 LF PRECAST TEMPORARY 32"SHAPE CO	600.00	LF	40.00	24,000.00
125	125 LF RESET PRECAST TEMPORARY CONCR	250.00	LF	10.00	2,500.00
126	126 LS CONSTRUCTION STAKEOUT	1.00	LS	110,000.00	110,000.00
127	127 LS MOBILIZATION	1.00	LS	900,000.00	900,000.00
128	128 LS CPM PROJECT SCHEDULE	1.00	LS	12,000.00	12,000.00
129	129 HR ON THE JOB TRAINING	2,000.00	HR	.80	1,600.00
130	130 HR DELAYS DUE TO RR TRAINS	300.00	HR	300.00	90,000.00
201	201 CY CLASS 1 EXCAVATION	1,749.00	CY	40.00	69,960.00
202	202 CY CLASS 1-A EXCAVATION	200.00	CY	30.00	6,000.00
203	203 CY GEOSYNTHETIC STABILIZED SUBGR	220.00	CY	50.00	11,000.00
204	204 CY COMMON BORROW	2,756.00	CY	16.00	44,096.00
205	205 CY TEST PIT EXCAVATION	22.00	CY	100.00	2,200.00
206	206 LF REMOVAL OF EXISTING CURB(ANY	2,176.00	LF	6.00	13,056.00
207	207 LF SAW CUTS	400.00	LF	7.00	2,800.00
208	208 CY REMOVAL OF EXISTING PAVEMENT	149.00	CY	40.00	5,960.00
209	209 CY REMOVAL OF EXISTING SIDEWALK	149.00	CY	40.00	5,960.00
301	301 EA TEMPORARY GABION STONE OUTLET	1.00	EA	5,000.00	5,000.00
302	302 EA UNDERGROUND SAND FILTER	1.00	EA	65,000.00	65,000.00
303	303 CY EXCAVATABLE FLOWABLE FILL	3,300.00	CY	75.00	247,500.00
304	304 TON STABILIZED CONSTRUCTION ENTR	100.00	TON	50.00	5,000.00
305	305 TON REHABILITATE STABILIZED CONST	50.00	TON	30.00	1,500.00
306	306 LF 15" REINFORCED CONCRETE PIPE,	35.00	LF	100.00	3,500.00
307	307 EA STANDARD TYPE E INLET - MINIM	3.00	EA	4,000.00	12,000.00
308	308 EA STANDARD SHALLOW MANHOLE	1.00	EA	4,000.00	4,000.00
309	309 EA 48" DIAMETER MANHOLE FOR 12"	1.00	EA	4,000.00	4,000.00
310	310 EA ADJUST EXISTING MANHOLE	2.00	EA	600.00	1,200.00
311	311 EA PORTABLE SEDIMENT TANK	1.00	EA	3,000.00	3,000.00
312	312 EA INLET PROTECTION	5.00	EA	200.00	1,000.00
313	313 TON 4"-7" STONE FOR SEDIMENT CON	10.00	TON	60.00	600.00
314	314 LF SILT FENCE	140.00	LF	5.00	700.00
401	401 LS REMOVAL OF EXISTING BRIDGE	1.00	LS	200,000.00	200,000.00
402	402 LS REMOVAL OF PORTIONS OF EXISTI	1.00	LS	670,000.00	670,000.00
403	403 LS CLASS 3 EXCAVATION	1.00	LS	400,000.00	400,000.00
404	404 LF DRILLED HOLES IN EXISTING MAS	1,080.00	LF	30.00	32,400.00
405	405 LS SUBSTRUCTURE CONCRETE FOR BRI	1.00	LS	1,500,000.00	1,500,000.00
406	406 LS SUPERSTRUCTURE CONCRETE FOR B	1.00	LS	300,000.00	300,000.00
407	407 LS PARAPET CONCRETE	1.00	LS	50,000.00	50,000.00

SCHEDULE 3

			Lane Construction	Concrete General	Allied Contractors	Kiewit Infrastructure South	American Infrastructure MD	Joseph B. Fay	Flippo Construction	Average Bid Price	Average Bid Price w/o Lane
405 Substructure Concrete for Bridge	1	LS	\$ 1,390,000	\$ 1,519,000	\$ 1,500,000	\$ 1,395,500	\$ 1,056,151.50	\$ 1,450,000	\$ 1,158,000	\$ 1,352,665	
			\$ 139,000 Mistaken Bid Amount								\$ 1,346,442
Prices Quoted by Baltimore City Attorney				\$ 216,490.65	\$ 387,327.50						
Difference between Lane Mistake and other bidders				\$ 1,380,000	\$ 1,361,000	\$ 1,256,500	\$ 917,151.50	\$ 1,311,000	\$ 1,019,000		
Difference between Lane's intended Bid and other bidders				\$ 129,000	\$ 110,000	\$ 5,500	\$ (333,849)	\$ 60,000	\$ (232,000)		

SCHEDULE 4

**SINCLAIR LANE BRIDGE REHABILITATION
OVER CSXT RAILROAD ("CONTRACT")
BALTIMORE CITY NO. TR03333
F.A.P. NO.. HP – BR – 2755 (1)(E)
S.H.A. NO. B.C. 318-016-815**

SEPTEMBER 22, 2011

AFFIDAVIT OF MICHAEL HOWES

I, the undersigned, being duly sworn, and in support of the Notice of Bid Protest as submitted by The Lane Construction Corporation concerning the above-referenced Contract, do hereby depose and say:

1. I, Michael L. Howes, am over the age of 18 years and believe in the obligation of an oath and have personal knowledge of the above captioned matter.

2. I am the Chief Estimator of the Mid-Atlantic Region for The Lane Construction Corporation, ("Lane").

3. I was responsible for the preparation of the bid by Lane for the Sinclair Lane Bridge Rehabilitation Over CSXT Railroad, Baltimore City No. TR03333. F.A.P. NO. HP – BR – 2755 (1)(E), S.H.A. NO. B.C. 318-016-815. ("Project")

4. The intended lump sum price to be submitted by Lane for Item 405, LS Substructure Concrete for Bridge, on the subject Project bid was One Million Three Hundred Ninety Thousand Dollars (\$1,390,000), but due to an inadvertent

error by the courier submitting the bid it was instead filled in on the forms for One
Hundred Thirty-nine Thousand Dollars (\$139,000).

09/22/11
Date


Michael L. Howes

Subscribed and sworn before me this 22nd day of September 2011.

My Commission expires on September 30, 2013.




Notary Public

State of Virginia
County of Fairfax

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

- | | | |
|--|--------------|----------|
| 1. KORMAN SIGNS, INC. | \$ 44,504.00 | Only Bid |
| Solicitation No. B50002177 - Construction Roll-Up Signs -
Department of Transportation - Req. No. Various | | |

The price is considered fair and reasonable. The period of the award is December 7, 2011 through December 6, 2012.

- | | | |
|--|--------------|---------|
| 2. CHEMRITE, INC. | \$ 39,731.30 | Low Bid |
| Solicitation No. B50002181 - Dechlorination Chemicals and
Equipment - Department of Public Works - Req. No. R587458 | | |

- | | | |
|---|--------------|---------|
| 3. ATLANTIC DOOR CONTROL, INC. | \$ 22,000.00 | Renewal |
| Solicitation No. B50001735 - PM for Stanley Doors - Baltimore
Convention Center - Req. No. P515904 | | |

On January 12, 2011, the Board approved the initial award in the amount of \$21,233.00. The award contained two 1-year renewal options. This renewal in the amount of \$22,000.00 is for the period January 24, 2012 through January 23, 2013, with one 1-year renewal option remaining.

- | | | |
|---|--------------|---------|
| 4. GODWIN PUMPS OF
AMERICA, INC. | \$130,000.00 | Renewal |
| Solicitation No. 08000 - Service/Labor/Repair Parts for Godwin
Pumps - Department of Public Works, Bureau of Solid Waste -
P.O. No. P516258 | | |

On February 16, 2011, the Board approved the initial award in the amount of \$80,000.00. The award contained two 1-year renewal options. This renewal in the amount of \$130,000.00 is for the period February 15, 2012 through February 14, 2013, with one 1-year renewal option remaining.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (d)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

5. FISHER SCIENTIFIC COMPANY, LLC	\$ 37,500.00	Renewal
Solicitation No. B50001340 - RPR Antigens - Health Department - P.O. No. P515663		

On February 10, 2010, the Board approved the initial award in the amount of \$24,552.00. The award contained two 1-year renewal options. On December 10, 2010, the Board approved a renewal in the amount of \$35,464.00. This final renewal in the amount of \$37,500.00 is for the period December 15, 2012 through December 14, 2012.

MWBOO GRANTED A WAIVER.

6. MARTEL LABORATORIES JDS, INC.	\$ 0.00	Renewal
Solicitation No. B50000839 - Analytical Services for Waste- water Treatments Plants and Environmental Programs - Depart- ment of Public Works, Bureau of Water and Wastewater - P.O. No. P505605		

On November 26, 2008, the Board approved the initial award in the amount of \$529,932.55. The award contained four 1-year renewal options. Subsequent actions have been approved. This renewal is for the period December 2, 2011 through December 1, 2012, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

7. PL CUSTOM BODY & EQUIPMENT CO., INC.	\$ 0.00	Renewal
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Solicitation No. 08000 - O.E.M. Parts and Service for PL Custom Equipment - Department of General Services - P.O. NO. P501835

On March 19, 2008, the Board approved the initial award in the amount of \$75,000.00. The award contained two 1-year renewal options. On November 24, 2010, the Board approved a renewal in the amount of \$36,369.51. This final renewal is for the period March 12, 2012 through March 11, 2013.

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.

8. FCC ENVIRONMENTAL LLC	Revenue Contract	Renewal
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Solicitation No. B50001691 - Waste Oil and Related Items Recovery Services - Department of General Services, Fleet Management Division - P.O. No. P515774

On December 22, 2010, the Board approved the initial award. The award contained four 1-year renewal options. This renewal is for the period December 22, 2011 through December 21, 2012, with three one-year renewal options remaining.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

9. DELTA CHEMICAL CORPORATION	\$ 0.00	Renewal
Solicitation No. B5000787 Polymeric Flocculent - Department of Public Works, Bureau of Water and Wastewater - P.O. No. P505679		

On December 10, 2008, the Board approved the initial award in the amount of \$240,524.76. The award contained three 1-year renewal options. Subsequent actions have been approved. This renewal is for the period February 1, 2012 through January 31, 2013, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

10. CORRELLI INC.	\$ 55,312.00	Increase
Solicitation No. B50002027 - 2011 Air Compressors by Airman - Department of General Services, Fleet Management Division - Req. No. R589878		

On August 11, 2011, the Board approved the initial award in the amount of \$193,592.00. Additional funds are required due to increased usage of this contract. This increase in the amount of \$55,312.00 will make the award amount \$248,904.00.

MWBOO GRANTED A WAIVER.

11. W.W. GRAINGER, INC.	\$600,000.00	Increase
Solicitation No. BPO-001B8900505 - Maryland State Contract - Supplies for Maintenance, Repair and Operations to W.W. Grainger, Inc. - Agencies Various - P.O. No. P508936		

On March 25, 2009, the Board approved the initial award in the amount of \$500,000.00. Subsequent actions have been approved. Additional funds are required due to increased usage of this contract. This increase in the amount of \$600,000.00 will make the award amount \$5,050,000.00.

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

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

MWBOO ASSIGNED GOALS OF 5% MBE AND 0% WBE.

MBE: Configuration, Inc. 5%

MWBOO FOUND VENDOR IN COMPLIANCE.

12. WM RECYCLE AMERICA

<u>L.L.C.</u>	<u>Revenue Contract</u>	<u>Extension</u>
Solicitation No. B50000103 - Single Stream Recycling - Department of Public Works, Bureau of Solid Waste - Req. Nos. Various		

On November 7, 2007, the Board approved the initial award. The award contained three 1-year renewal options. Subsequent actions have been approved. A new solicitation for this requirement B50002210 was advertised with bids due on January 18, 2012. An extension is required to allow time to evaluate the bids, award a contract and provide sufficient transition period, if required.

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>
---------------	------------------------	--------------------

Bureau of Purchases

13. HICKORY INTERNATIONAL, INC.	\$ 60,000.00	
LIBERTY DISCOUNT LAWN EQUIPMENT AND APPLIANCE, INC.	40,000.00	
	<u>\$100,000.00</u>	Renewal
Solicitation No. B50000723 - Exmark Lawn Mower OEM Parts and Service - Agencies - Various - P.O. Nos. P505770 and P505769		

On December 10, 2008, the Board approved the initial award in the amount of \$100,000.00. The award contained two 1-year renewal options. This renewal in the amount of \$100,000.00 is for the period December 10, 2011 through December 9, 2012, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

14. MASON-DIXON FIRE EQUIPMENT	\$275,000.00	Renewal
Solicitation No. B50001670 - Safety Boots 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. Subsequent actions have been approved. This renewal in the amount of \$275,000.00 is for the period January 26, 2012 through January 25, 2013, with three 1-year renewal options remaining.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

15. F & F AND A JACOBS & SONS, INC.	\$550,000.00	Groups 1-3 & Item 17	Renewal
F.L. ANDERSON CO.	<u>100,000.00</u>	Group Items 18 & 19	Renewal
	\$650,000.00		

Solicitation No. B50001694 - Uniforms for the Fire Department - Fire Department - P.O. Nos. P515884 & P515885

On January 12, 2011, the Board approved the initial award. This is the first of four 1-year renewal options. The renewal is for the period January 12, 2012 through January 11, 2013.

MWBOO GRANTED A WAIVER.

16. SAFETY LEAGUE, INC. D/B/A ATLANTIC TACTICAL	\$120,000.00		Renewal
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Solicitation No. B50000729 - Police Duty Belts and Accessories - Police Department - P.O. P505340

On January 21, 2009, the Board approved the initial award and subsequent actions have been approved. This is the third of four 1-year renewal options. The renewal is for the period December 3, 2011 through December 30, 2012.

17. ACS STATE AND LOCAL SOLUTIONS, INC.	\$1,000,000.00		Extension & Increase
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Solicitation No. BP-07149 - EMS Billing Services - Fire Department - P.O. No. 509065

On December 12, 2007, the Board approved the initial award and subsequent actions have been approved. An extension and increase is requested to allow time for a new contract to be awarded and allow the current vendor to continue billing for the remainder of the fiscal year.

MBE: Kidd International Home Care, Inc. 13.48%

WBE: TRG Networking, Inc. 4.51%

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

- | | | |
|--|----------------------|----------------|
| 18. <u>F.L. ANDERSON COMPANY</u> | <u>\$ 200,000.00</u> | <u>Renewal</u> |
| Solicitation No. B50000217 - Firefighter Turnout Gear - Fire Department - Req. No. P501604 | | |

On January 23, 2008, the Board approved the initial award in the amount of \$400,000.00. Subsequent actions have been approved. This is the final one-year renewal option. This renewal in the amount of \$200,000.00 is for the period January 15, 2012 through January 14, 2013.

MWBOO GRANTED A WAIVER.

- | | | |
|---|----------------------|----------------|
| 19. <u>AMAZING SECURITY AND INVESTIGATIONS, LLC</u> | <u>\$ 269,618.00</u> | <u>Renewal</u> |
| Solicitation No. B50001173 - Provide Non-Uniformed Armed Security Guards - Health Department - Req. No. P511351 | | |

On November 25, 2009, the Board approved the initial award in the amount of \$155,000.00. Subsequent actions have been approved. This is the first of two 2-year renewal options. This renewal in the amount of \$269,618.00 is for the period January 1, 2012 through December 31, 2013, with one 2-year renewal option remaining.

MWBOO GRANTED A WAIVER.

- | | | |
|---|----------------------|----------------|
| 20. <u>PHYSIO-CONTROL, INC.</u> | <u>\$ 114,550.51</u> | <u>Renewal</u> |
| Solicitation No. 08000 - Lifepak Defibrillator Maintenance - Fire Department - Req. No. P512807 | | |

On April 7, 2010, the Board approved the initial award in the amount of \$114,550.51. Subsequent actions have been approved. This is the second of three 1-year renewal options. This renewal in the amount of \$114,550.51 is for the period January 24, 2012 through January 23, 2013, with one 1-year renewal option 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

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.

21. INTER ACT 911 MOBILE
 SYSTEMS, INC. \$1,125,000.00 Renewal
 Solicitation No. 08000 - Pocket Cop Mobile Data System Police
 - Department - Req. No. P512851

On January 21, 2010, the Board approved the initial award in the amount of \$1,547,875.20. Subsequent actions have been approved. This is the second of four 1-year renewal options. This renewal in the amount of \$1,125,000.00 is for the period January 13, 2012 through January 12, 2013, with two one-year renewal options remaining.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (d)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

22. HOLABIRD ENTERPRISES OF MARYLAND, INC., T/A TRANS TECH TRANSMISSION CENTER \$ 0.00 Renewal Solicitation No. B50000753 - Heavy Duty Manual Transmissions and Differentials - Department of General Services, Fleet Management - Req. No. P507501

On February 11, 2009, the Board approved the initial award in the amount of \$200,000.00. This is the first of two 1-year renewal options. This no-cost renewal is for the period December 24, 2011 through December 23, 2012, with one 1-year renewal option remaining.

MWBOO SET GOALS OF 5% MBE AND 0% WBE.

MBE: Millennium Auto Parts and Services	\$19,004.30	3%
Grady Wright & Associates	<u>2,615.50</u>	<u>2%</u>
	\$21,619.80	5%

MWBOO FOUND VENDOR IN COMPLIANCE.

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts and extensions. The Mayor **ABSTAINED** on item no. 3. The President **ABSTAINED** on item nos. 6 and 9.

MINUTES**TRAVEL REQUESTS**Baltimore City Council

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
1. Helen Holton	National Association of Counties Orlando, FL Dec. 09 - 10, 2011	Elected Officials Expense Account	\$ 447.23

The subsistence rate for this location is \$153.00 per day. The Hotel rate is \$169.00 per night plus an occupancy tax in the amount of \$21.13, and a resort fee in the amount of \$10.00 for a total cost of \$200.13. Therefore, the Department is requesting additional funds to cover the hotel expenses, and an additional \$40.00 for meals and incidental expenses above the allowed amount. The additional amounts has been included in the total.

Department of Transportation

2. James E. Harness	2011 Trans- portation Eng. & Safety Conf. State College, PA Dec. 07 - 10, 2011 (Reg. Fee \$320.00)	MVR Funds	\$806.00
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TRAVEL APPROVAL AND REIMBURSEMENTBaltimore City Health Department

3. Thelma Winn	MAP Funds	\$1,337.91
Anita Clay-Stark	MFP Funds	\$ 628.35
Pamela Massie	Senor Care	\$1,358.49
Teresa Jeter-Cutting	MFP Funds	\$ 612.52
		<u>\$3,937.27</u>

MINUTES

TRAVEL APPROVAL AND REIMBURSEMENT

Baltimore City Health Department - cont'd

On September 11-14, 2011, Ms. Winn, Ms. Clay-Stark, Ms Massie, and Ms. Jeter-Cutting, attended the National Home and Community Based Services Conference in Washington, D.C. from September 11-14, 2011. The NHBSC held multiple workshops daily on long-term care initiatives that impact the community base that the Baltimore City Health Department serves at-large.

This request is late because the Health Department was waiting for approval of a registration scholarship from the National Home and Community Based Services Conference and a replacement for an original attendee because of a resignation so the request could be submitted at one time. The registration scholarship was confirmed on August 09, 2011. Subsequently, the department learned that the request required Board approval because it involved weekend travel. The responsible employees have been counseled on travel policy AM 240-3 and the Department apologizes for this late submission.

The subsistence rate for this location is \$282.00 per day. The Hotel rate was \$211.00 per night plus an occupancy tax. The Department is requesting approval of the travel requests and authorization to reimburse the attendees for expenses incurred. The attendees shared two rooms and split the costs.

THELMA WINN

PAMELA MASSIE

Transportation	\$ 22.00	Transportation	\$ 22.00
Hotel	724.80	Hotel	724.80
Food	96.11	Taxi	11.75
Reg. Fee	495.00	Food	104.94
	<u>\$1,337.91</u>	Reg. Fee	495.00
			<u>\$1,358.49</u>
Reimbursed Amt:	\$ 842.91	Reimbursed Amt:	\$ 863.49

MINUTES

TRAVEL APPROVAL AND REIMBURSEMENTBaltimore City Health Department - cont'd**ANITA CLAY-STARK**

Transportation	\$ 22.00
Food	100.60
Taxi	10.75
Reg. Fee	495.00
	<u>495.00</u>
	\$ 628.35

Reimbursed Amt: \$ 133.35

TERESA JETER-CUTTING

Transportation	\$ 22.00
Food	95.52
Reg. Fee	495.00
	<u>495.00</u>
	\$ 612.52

Reimbursed Amt: \$ 117.52

The registration fees were previously paid by expenditure authorization. Therefore, the reimbursement amount to each representative excludes the cost of registration.

MINUTES**TRAVEL APPROVAL/REIMBURSEMENT**Mayor's Office of Information Technology (MOIT)

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
4. Rico Singleton	45 th Annual Metro-politan Infor-mation Exchange (MIX) San Luis Obispo, CA Sept. 18 - 24, 2011	General Funds	\$1,077.95

Mr. Singleton traveled to San Luis Obispo, CA from September 18 - 24, 2011 to attend the 45th Annual Metropolitan Exchange. The Department is requesting the Board to retroactively approve the travel expenses in the amount of \$1,077.95. The Department failed to follow AM 240-3, which requires Board of Estimates approval for travel requests exceeding \$800.00. The Department recognizes that incurring expenses without required authorization is a serious matter. The responsible employees have been counseled and the Department has reinforced the AM 240-3 policy to all managers and fiscal staff.

The subsistence rate allowed for this request at the time of travel was \$170.00 per day for a total of \$1,020.00. The Department is requesting an additional \$42.00 to cover the shortage in the allowable amount for airport parking and \$198.20 to cover cab fare. Mr. Singleton traveled to and from the airport at a cost of \$40.00 each way, an additional \$40.00 for the round trip cost to the mandatory scheduled dinner at F. McClintocks Saloon and Dining House. Two \$25.00 trips to

MINUTES**TRAVEL APPROVAL/REIMBURSEMENT****Mayor's Office of Information Technology (MOIT)**

and from the restaurant Fung Lum, a receipt for that food purchase is also listed on the travel reimbursement. The last two cab trips for \$17.00 and \$15.00 are for travel to and from Giuseppe's Cucina, during the "on your own" periods listed on the itinerary. The Board is requested to authorize a reimbursement of \$1,077.95 to Mr. Singleton for the following:

Food	\$ 104.08
Hotel	175.00
Occupancy Taxes	19.37
Airfare	479.30
Airport Parking	102.00
Cab Fare	<u>198.20</u>
Reimbursement Total	\$1,077.95

UPON MOTION duly made and seconded, the Board approved the travel requests and the travel reimbursements. The President **ABSTAINED** on item nos. 1 and 4.

MINUTES

Department of Real Estate - Renewal of Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal option of the lease agreement between the Maryland Art Place, Inc. landlord and the Mayor and City Council of Baltimore, tenant, for a portion of the property known 216-218 W. Saratoga Street being on the 2nd and 3rd floors, consisting of 5,870 square feet. The period of the renewal is January 1, 2012 through December 31, 2012, with one 1-year renewal option remaining.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Quarterly Installments</u>
\$88,453.30	\$22,113.32

Account: 1001-000000-3160-308000-603013

BACKGROUND/EXPLANATION:

On February 2, 2011, the Board approved the initial agreement for the period January 25, 2011 through December 31, 2011. The agreement contained two 1-year renewal options. This is the first renewal option.

The Baltimore City Health Department will use the leased premises for the administrative and counseling services for Operation Safe Kids. The tenant will be responsible for telephone and computer services. All other terms and conditions of the original agreement will remain in full force and effect.

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 55933)

MINUTES

Department of Real Estate - cont'd

UPON MOTION duly made and seconded, the Board approved the lease agreement between the Maryland Art Place, Inc. landlord and the Mayor and City Council of Baltimore, tenant, for a portion of the property known 216-218 W. Saratoga Street being on the 2nd and 3rd floors, consisting of 5,870 square feet.

MINUTES

Department of Real Estate - Contracts of Sale, SCOPE Project

The Board is requested to approve and authorize execution of the contracts of sale for various properties.

<u>Purchaser/s</u>	<u>Propertie/s</u>	<u>Sale Price</u>
1. JOHN GOERTLER	2521 LOYOLA SOUTHWAY	\$5,000.00
2. JOHN GOERTLER	1413 MADISON AVENUE	\$5,000.00
3. JOHN GOERTLER	1431 MADISON AVENUE	\$5,000.00

The purchaser agrees to complete the renovation of the properties 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 contracts of sale for the aforementioned properties.

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

The Board is requested to approve the renewal of a lease agreement with the Neighborhood Design Center, tenant, for the rental of a portion of the property known as 1401 Hollins Street, consisting of approximately 2,164 square feet, being in locations 101, 102, 104, 105, and 106 on the first floor and locations 001, 003, and 005 on the basement level. The period of the lease agreement renewal is December 1, 2011 through November 30, 2016.

AMOUNT OF MONEY AND SOURCE:

	<u>Annual Rent</u>	<u>Quarterly Rent</u>
1 st year	\$15,080.00	\$ 3,770.00
2 nd year	\$15,683.20	\$ 3,920.80
3 rd year	\$16,310.53	\$ 4,077.63
4 th year	\$16,962.95	\$ 4,240.74
5 th year	\$17,641.47	\$ 4,410.37

BACKGROUND/EXPLANATION:

On January 17, 2007, the Board approved the lease agreement with the Neighborhood Design Center, tenant for the rental of a portion of the property known as 1401 Hollins Street. The period of the lease agreement was December 1, 2006 through November 30, 2011, with the option to renew for five years, at an increase of 4% per year.

The leased premises will be used for administrative offices, storage, workshops, training studios, and a meeting center.

The landlord will be responsible for utilities, maintenance and repairs, janitorial, pest control, trash removal, fire insurance, and snow removal.

MINUTESSpace Utilization Committee - cont'd

The tenant will be responsible for any improvements to the leased premises and liability insurance.

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

(FILE NO. 55214A)

UPON MOTION duly made and seconded, the Board approved the renewal of the lease agreement with the Neighborhood Design Center, tenant, for the rental of a portion of the property known as 1401 Hollins Street, consisting of approximately 2,164 square feet, being in locations 101, 102, 104, 105, and 106 on the first floor and locations 001, 003, and 005 on the basement level.

MINUTES

Department of Planning - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Blue Water Baltimore. The period of the agreement is effective upon Board approval through March 31, 2012.

AMOUNT OF MONEY AND SOURCE:

\$48,000.00 - 9905-926005-9188-000000-490375

BACKGROUND/EXPLANATION:

Blue Water Baltimore is a non-profit comprised of four former watershed associations plus the Harbor Waterkeeper.

Under this agreement Blue Water Baltimore will implement a City Schoolyard restoration program, which reduces stormwater pollution by removing impervious surfaces and installing rain gardens and other conservation landscaping. The restorations will be performed at the Academy of College and Career Exploration, Catholic High School of Baltimore, Cardinal Shehan School, and John Eager Howard Elementary School.

This initiative will provide environmental education and experience to Baltimore's youth and help to meet the City's goals of improving storm water quality and doubling the City's tree canopy.

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 Blue Water Baltimore.

MINUTES

Department of Planning - Report on Previously
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds subject to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter. Today, the Board is requested to **NOTE 34** favorable reports on Transfers of Funds approved by the Board of Estimates at its meetings on October 26, November 2, 9, and 16, 2011.

The Board **NOTED 34** favorable reports on Transfers of Funds approved by the Board of Estimates at its meetings on October 26, November 2, 9, and 16, 2011.

MINUTES

Department of Public Works/ - Recommendation of Contract Award
Bureau of Water and Wastewater

The Board is requested to approve the award of contract WC 1217, Urgent Need Work Infrastructure Rehabilitation-VariouS Locations to Spiniello Companies.

1. WC 1217, Urgent Need	Spiniello	\$5,373,325.00	
Work-Infrastructure	Companies		
Rehabilitations-VariouS			
Locations			
MBE: Fallsway Construction		\$ 269,000.00	5.00%
Apex Petroleum Corporation		325,000.00	6.05%
WBE: R&R Contracting Utilities,		\$ 215,000.00	4.00%
Inc.			

MWBOO FOUND VENDOR IN COMPLIANCE.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
2. \$6,758,009.36	9960-909100-9558	
Water Rev. Bonds	Constr. Res.	
	Water Infrastruc-	
	ture Rehab.	
334,779.64	9960-907101-9558	
Counties	Constr. Res.	
<u>\$7,092,789.00</u>	Small Water Main	
537,332.50	-----	9960-918701-9557-2
		Extra Work
537,332.50	-----	9960-918701-9557-3
		Engineering
322,399.50	-----	9960-918701-9557-5
		Inspection
5,373,325.00	-----	9960-918701-9557-6
		Construction
322,399.50	-----	9960-918701-9557-6
<u>\$7,092,789.00</u>		Administration

MINUTES

Department of Public Works/ - cont'd
Bureau of Water and Wastewater

The transfer of funds is required to cover the cost of the award for WC 1217, Urgent Need Infrastructure Rehabilitation at Various Locations.

UPON MOTION duly made and seconded, the Board approved the award of contract WC 1217, Urgent Need Work Infrastructure Rehabilitation-Variou Locations to Spiniello Companies. 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

PROPOSAL AND SPECIFICATIONS

- | | |
|---|--|
| 1. <u>Bureau of Water and Waste Water</u> | - WC 7760, Leakin Park Stream Restoration at Fairmount Storm Drain
BIDS TO BE RECV'D: 1/11/2012
<u>BIDS TO BE OPENED: 1/11/2012</u> |
| 2. <u>Bureau of Water and Waste Water</u> | - WC 845R, Nitrification Filters and Related Work for the Enhanced Nutrient Removal Facilities at PWWTP
BIDS TO BE RECV'D: 1/11/2012
<u>BIDS TO BE OPENED: 1/11/2012</u> |
| 3. <u>Bureau of Water and Waste Water</u> | - WC 1225, W. Forest Park Ave. and Keswick Road Water Main Replacements
BIDS TO BE RECV'D: 1/18/2012
<u>BIDS TO BE OPENED: 1/18/2012</u> |
| 4. <u>Department of Transportation</u> | - TR 12008, Resurfacing Highways at Various Locations Citywide Emergency JOC III
BIDS TO BE RECV'D: 1/11/2012
<u>BIDS TO BE OPENED: 1/11/2012</u> |
| 5. <u>Department of Transportation</u> | - TR 12009, Dredging the Inner Harbor Water Channels
BIDS TO BE RECV'D: 1/11/2012
<u>BIDS TO BE OPENED: 1/11/2012</u> |

MINUTES**PROPOSAL AND SPECIFICATIONS**

6. Department of Transportation - TR 08046, Rehabilitation of Broening Highway - From Holabird Avenue to Colgate Creek
BIDS TO BE RECV'D: 1/25/2012
BIDS TO BE OPENED: 1/25/2012

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above-listed Proposals and Specifications to be advertised for receipt and opening of bids on the dates indicated. The President **ABSTAINED** on item nos. 1 - 3.

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

MINUTES

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

BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued an addenda extending the dates for receipt and opening of bids on the following contracts. There were no objections.

Bureau of Water and Waste Water - SC 895, Improvements to Maryland Avenue Sub-Sewershed Sewers
BIDS TO BE RECV'D: 12/14/2011
BIDS TO BE RECV'D: 12/14/2011

Department of Transportation - TR 10301, North Charles Street Reconstruction from 25th Street to University Parkway
BIDS TO BE RECV'D: 12/14/2011
BIDS TO BE RECV'D: 12/14/2011

Bureau of Purchases - B50002089, Drawbridge Operations
BIDS TO BE RECV'D: 12/21/2011
BIDS TO BE RECV'D: 12/21/2011

MINUTES

Bureau of Purchases

- B50002151, EMS Billing Service
BIDS TO BE RECV'D: 12/21/2011
BIDS TO BE RECV'D: 12/21/2011

Bureau of Water and Waste Water

- SC 851, Painting Rehabilitation of Elevated Water Tank & Lox Tanks at the Patapsco Waste Water Treatment Plant
BIDS TO BE RECV'D: 12/07/2011
BIDS TO BE RECV'D: 12/07/2011

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 10019, Hopkins Plaza Renovations - Local

Allied Contractors, Inc.
Bensky Construction Co., LLC
John W. Brawner Contracting Co., Inc.
Facchaina Construction Co., Inc.

Bureau of Purchases

- B50002163, Repair Services for Plumbing and Heating H.V.A.C. Systems

Kelly HVAC Inc.
J.F. Fischer, Inc.
G.E. Tignall & Co., Inc.
R.F. Waredr, Inc.
Denver-Elek, Inc.
Adrian L. Merton, Inc.

MINUTES

Bureau of Purchases - B50002163 - cont'd

Clerk: "Also there is a gentleman here from EMCOR Services, Mr. Troy Almes, who wishes to address the Board. If you are here would you please come forward? You can stand right there in front of the mic. Good afternoon and state your name sir, for the record."

Mr. Almes: "Troy Almes."

Deputy City Solicitor: "Good afternoon."

Mr. Almes: "Good afternoon. In the bid we found two addresses for submission. One was 200 Holliday Street, 7th floor, Room 700. So, we went there first, came here, we were two minutes late. So, we respectfully ask that you accept our bid and formally acknowledge that we did submit the bid in case of appeal."

Clerk: "Just a moment please. Was anyone downstairs? Sir, what time did you arrive at 200 N. Holliday?"

Mr. Almes: "11:50 and we signed in at the desk."

Clerk: "At the desk?"

Mr. Almes: "Yes ma'am."

Clerk: "And what time did you arrive here sir?"

Mr. Almes: "11:02."

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Clerk: "You said 11:50, you mean 10 --."

Mr. Almes: "I am sorry, 10:50 and then 11:02."

Clerk: "10:50 and 11:02. Okay. Did you come upstairs to Room 204?"

Mr. Almes: "They would not let us in City Hall, rejected us right off the bat right at 11:00, and when we explained the situation they still wouldn't do anything for us."

Clerk: "Can you provide us -- let me see, I want to see in the bid the section that states that you have two addresses?"

Mr. Almes: "I do not have it. I am the bid runner, so I would not know."

Clerk: "Okay, we are going to get the bid to try to determine that sir. Okay."

Mr. Almes: "Okay."

Clerk: "Let's do that first and then --"

Director of Public Works: "We can call 200 Holliday Street."

Clerk: "Yes. See if there are two addresses."

Deputy City Solicitor: "That is the first thing."

Clerk: "You can have a seat if you want, while you are waiting, because it might take him a few minutes to get it and pull it out."

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Bureau of Purchases - B50002163 - cont'd

Deputy City Solicitor: "And that is with respect to the same bid?"

Clerk: "Yes. The one that we are reading now."

Deputy City Solicitor: "Got you."

Clerk: "We will just hold it until -- please again forgive us. If you could give us a few moments to try to do this properly. Mr. Almes, you can come back up sir. We have looked at the bid that was posted on the City's website, and it is called Citibuy, that provides information on submission. On Page 3 it provides that the bid is to be submitted to Room 204, 100 N. Holliday Street. The other section that deals with submission is on Pages 25 - 28, and it attaches a label on Page 28, which tells where it is supposed to be sent --"

Director of Public Works: "... or payments"

Clerk: "Right, and that address again is Room 204, 100 N. Holliday Street. The only section that we see that pertains at all to 200 N. Holliday Street is on Page 7 of the bid and this states under the letter G, "Any payment to the Mayor and City Council or any other City Departments, Agencies, Boards or Commissions due under the terms of this agreement shall be made

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to the Director of Finance and mailed or delivered to Director of Finance, Collections Division, Room 1, Abel Wolman Municipal Building, 200 N. Holliday Street, Baltimore, Maryland 21202. So, based upon that sir, we are not able to accept your bid. I am not certain what information your company relied upon, but, that is our review of it. You do, of course, have a right to submit a protest if you like to provide different information if we have not been able to identify it. We have a very small period of time here to review this, and we have used our best efforts to try to determine the place it is supposed to be submitted, based upon the document, and that is what I have read into the record."

Mr. Almes: "Okay. Can I leave the bid here so that it is still sealed to give us discovery to find out where our tab is, because I mean we have an address so I have got to find out. Because I already know my competitors numbers. I am just trying to make it as honest so that if I do prove you different."

Clerk: "We will allow you to leave your bid here with the understanding that the bid is not being accepted."

Mr. Almes: "Right."

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Bureau of Purchases - B50002163 - cont'd

Clerk: "Just one second please, sir. That the bid is not being accepted and unless you can provide us additional information that we can confirm as what is posted on the City's website in the RFP."

Mr. Almes: "We will go through the formal appeal process. But I just wanted to make sure that you have our number before, because I know all my competitors numbers now."

Deputy City Solicitor: "And let me just say, that until that time, your bid document will not be even be opened. Because it is disqualified."

Mr. Almes: "That's fine."

Clerk: "Right. Okay."

Mr. Almes: "I appreciate your time. Thank you."

Clerk: "Alright. Thank you so much sir."

Mr. Almes: "Do you want to mark them?"

Clerk: "No. We will take them and what we will do we will attach the tape to that. Also sir, there is I think on the back table there is still a copy of the Board of Estimates Agenda and it talks about the protest process."

Mr. Almes: "Thank you so much."

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Bureau of Purchases - B50002163 - cont'd

Clerk: "Okay. Thank you. Alright. There is another gentleman who wishes to speak if you want to come forward and give us your name?"

Mr. Michael Van Orden: "Michael Van Orden with RF Warder, Incorporated. I placed a bid on there also, I mean I am not understanding, but I was going to recommend that that bid should be opened in front of everyone else. Everyone knows what all the numbers are. So, this bid is not sealed somewhere else and then he comes back and whatever, it is documented on tape what his number is. Yes it was late. Let's say he does come back and say 'no you are wrong, it does say this address I delivered it in the wrong place, it is already documented what his number is."

Clerk: "Right, well if it is allowed to be opened, it will be opened publicly on a Wednesday at 12:00 noon. So, we will wait to determine if they provide some information that we can confirm that it is the same as what is posted on the City's website, and I will take note of it and -- what you can do each company -- if you wish, if we are going to open it you will be notified. If we are not going to open it you will not be notified."

Mr. Van Orden: "Okay."

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Bureau of Purchases - B50002163 - cont'd

Clerk: "Okay."

Unidentified Member of the Public: "Will the other bids be available for review until it is decided?"

Deputy City Solicitor: "Yes."

Clerk: "Absolutely, yes. That doesn't affect this, because at this time that bid is not considered a viable bid."

Unidentified Member of the Public: "That if you would open his later, that his bid would be available for review later at that time as well."

Deputy City Solicitor: "That's right."

Clerk: "That is correct. Thank you. Any other questions on that? Thank you all for your interesting comments."

Deputy City Solicitor: "Refer these bids to the Bureau of Purchases for tabulation and report."

MINUTES

Bureau of Purchases - B50002207, 2012 Cars & Trucks

Chas S. Winner d/b/a
 Winner Ford
 Chas S. Winner d/b/a
 TJH Chevrolet
 Chapman Auto Group
 Chriswell Chevrolet, Inc.
 Cowles Ford, Inc.
 Apple Ford L/M Inc.
 Hertrich Fleet Services
 Chesapeake Ford Truck Sales.
 Inc.

Bureau of Water and Waste Water - SWC 7763, Drainage Repairs
 and Improvements at Various
 Locations

Allied Contractors, Inc.
 Monumental Paving & Excavating, Inc.
 Spiniello

Bureau of Water and Waste Water - SC 851, Painting Rehabili-
 tation of Elevated Water Tank
 & Lox Tanks at the Patapsco
 Waste Water Treatment Plant

Fru-Con Construction, LLC
 The Whiting-Turner Contracting Co.
 W.M. Schlosser Company, Inc.

Department of Recreation and
 Parks - RP 11865, Roofing Replacement
 and Related Work - Clifton
 Park Maintenance Shop

Boulevard Contractor Corp.
 J&K Contracting, Inc.

MINUTES

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, December 14, 2011.

JOAN M. PRATT
Secretary