

## MINUTES

REGULAR MEETING

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

The meeting was called to order by the President.

President: "Before we proceed I would like to have a moment of silence for a City Worker that was tragically killed on yesterday, Matthew Hersl. So I ask that we bow our heads in a moment of silence."

\* \* \* \* \*

President: "I will direct the Board members attention to the memorandum from my office dated April 8, 2013, 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 the approval of all items on the routine agenda."

Director of Public Works: "Second."

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

## MINUTES

BOARDS AND COMMISSIONS1. Prequalification of Contractors

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

A-Connection, Inc.	\$ 1,500,000.00
Allied Control Services, Inc.	\$ 8,000,000.00
The American Asphalt Paving Co., LLC and The American Asphalt Paving Co., Inc.	\$ 8,000,000.00
Axis Company, Inc.	\$ 1,500,000.00
CCTV Master, LLC	\$ 648,000.00
Inland Waters Pollution Control, Inc.	\$300,000,000.00
Kalkreuth Roofing and Sheet Metal	\$ 8,000,000.00
M & E Sales, Inc.	\$ 693,000.00

## MINUTES

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

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

A. Morton Thomas and Associates, Inc.	Landscape Architect Engineer Land Survey
A Squared Plus Engineering Support Group, LLC	Engineer
ATCS, P.L.C.	Engineer
Design Collective, Inc.	Architect Landscape Architect
Engineering & Software Consultants, Inc.	Engineer
Grace E. Fielder & Associates, Chartered	Landscape Architect
Hillis-Carnes Engineering Associates, Inc.	Engineer
i Civil, Inc.	Engineer
P.E.L.A. Design, Inc.	Landscape Architect
Site Rources, Inc.	Landscape Architect Engineer

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

**MINUTES**

Department Communication Services - Amendment to MiCTA  
Participation Contract

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an amendment to the MiCTA participation contract with Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services (Verizon). The amendment is effective upon Board approval through April 30, 2016.

**AMOUNT OF MONEY AND SOURCE:**

The costs for services were projected in the Centrex contract with Verizon. The costs will be charged to agency accounts, subject to budget approval.

**BACKGROUND/EXPLANATION:**

As a result of the merger between MCI Communication Services, Inc. (MCI) and Verizon, some services and or upgrades to services which were in the past provided under the City's contract with Verizon for Centrex, now must be procured through Verizon on behalf of MCI.

This amendment allows the Police Department to continue dedicated Internet services with increased bandwidth capacity for patrol cars and other applications. In addition, it also allows Internet services for the Mayor's Office of Employment Development with increased bandwidth. The amendment adds services for the Housing Authority of Baltimore City (HABC) at 46 locations. The new service will enable the HABC to migrate from Frame Relay to PIP Ethernet services, and increases bandwidth for Internet at the various housing facilities. Verizon plans to retire Frame Relay technology and will no longer offer Frame Relay services to its customers.

**MINUTES**Department Communication Services - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the amendment to the MiCTA participation contract with Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services.

MINUTES

TRANSFERS OF FUNDS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following page:

1215

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

**MINUTES****TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>		
1. \$ 10,504.00	9950-905645-9528	9950-906645-9527
Federal	Constr. Reserve -	Dev. Agencies St.
	Intercity/Inter-	Improvement
	modal Terminal	Intercity/Inter-
		modal Terminal
		Greyhound Bus
		Terminal

This transfer will fund the cost associated with Project No. 1113, Task 10, "On-Call Services for Federal Aid Projects" for work assigned to STV, Inc. related with the Project "Greyhound Bus Terminal" at 2110 Haines Street.

2. \$ 38,000.00	9962-941002-9563	9962-909052-9562-2
Other	Const. Reserve -	Contingencies -
	Conduit Replace-	Washington Blvd -
	ment Program	I-95 to Monroe

This transfer will cover the deficit and fund the cost related to TR 03313, Change Order 24, "Reconstruction of Washington Blvd: Monroe St. to I-95", by Civil Construction, LLC.

3. \$ 82,927.08	9950-926004-9509	9950-929004-9508
General Fund	Const. Reserve -	Belair Road
(HUR Eligible)	Belair Road	Complete Streets
	Complete Streets	

This transfer will cover the costs associated with Project 1123, Task #13, "On-Call Transportation Planning/Policy/Feasibility Studies" for Belair Road Complete Streets Improvements by McCormick Taylor, Inc.

**MINUTES**Department of Audits - Expenditures of Funds**ACTION REQUESTED OF B/E:**

The Board is requested to approve an expenditure of funds to pay the Maryland Association of Certified Public Accountants (MACPA). The expenditure is for training on April 26, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$ 7,360.00 - MACPA - Gov't and Not-for-Profit Conf. (31 auditors and one employee from the Dept. of Finance)

Account: 1001-000000-1310-157800-603020

**BACKGROUND/EXPLANATION:**

These expenditures of funds will pay for the registration of staff to attend a one-day seminar sponsored by the MACPA on April 26, 2013.

Government Audit Standards require that each auditor obtain 80 hours of CPE every two years. The foregoing program is part of the Department's scheduled training for this year. The average cost per staff training hour will be approximately \$28.00, which is below the industry average in relation to other training of this nature.

In order to take advantage of a special group registration for the MACPA training, one member of the Department of Finance is included with this request. The Department of Finance will reimburse the Department of Audits for its attendee.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved expenditure of funds to pay the Maryland Association of Certified Public Accountants.



**MINUTES**

Mayor's Office of                      - Expenditure of Funds  
Information Technology

**ACTION REQUESTED OF B/E:**

The Board is requested to approve an expenditure of funds to pay ROLTA International, Inc. The period is July 1, 2012 through June 30, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$15,000.00 - 1001-000000-1472-165800-603098

**BACKGROUND/EXPLANATION:**

The ROLTA OnPoint software was purchased several years ago under the purchase order (PO) for Location Age. The FY13 Location Age contract is still in review in the Bureau of Purchases and does not have a PO for ROLTA. The FY13 maintenance payment is past due.

**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 ROLTA International, Inc.

MINUTES

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following pages:

1219 - 1220

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The Transfer of Funds was approved

SUBJECT to receipt of a favorable report

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

## MINUTES

EXTRA WORK ORDERS

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

Department of Transportation

1. EWO #001, \$186,250.00 - TR 12005, Reconstruction of Alleys  
Various Locations

\$776,895.00	-	Santos	-	-
		Construction		
		Co., Inc.		

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$340,000.00	9950-904100-9504	9950-905441-9504-2
HUR Funds	Constr. - Reserve	Reconstruction
	Footway Paving	of Alleys Various
		Locations

This transfer will cover the deficit in the account and fund the costs associated with TR 12005, Reconstruction of Alleys, Various Locations Change Order No. 1 for work assigned to Santos Construction Co., Inc.

3. EWO #012, \$56,160.70 - Project No. 1003, Rehabilitation of  
Sinclair Lane Bridge over CSXT RR

\$505,057.62	\$619,969.19	AECOM Techni-	-	-
		cal Services,		
		Inc.		

Bureau of Water and Wastewater

4. EWO #003, \$50,356.67 - WC 1214R, Repaving Utility Cuts at  
Various Location

\$3,984,398.50	\$312,727.56	Monumental	0	58
		Paving & Ex-		
		cavating, Inc.		

## MINUTES

EXTRA WORK ORDERS

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

Bureau of Water and Wastewater

5. EWO #001, \$ 0.00 - WC 1237, Meter Setting Installa- -  
tions and Replacements, North-East Baltimore

\$5,733,000.00	-	Spiniello	180	-
		Companies	CCD	

The current contract expiration is May 27, 2013. This time extension will make the contract expiration date November 22, 2013.

6. EWO #007, \$332.91 - WC 1217, Urgent Need Work -  
Infrastructure Rehabilitation - Various Locations

\$5,373,325.00	\$937,595.05	Spiniello	-	50
		Companies		

7. EWO #009, \$ 5.41 - WC 1217, Urgent Need Work -  
Infrastructure Rehabilitation - Various Locations

\$5,373,325.00	\$1,544,942.12	Spiniello	-	50
		Companies		

## MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development - Options</u>			
1. Turf, LLC	944 N. Chester St.	G/R \$36.00	\$ 330.00
Funds are available in account no. 9990-906416-9588-900000-704040, EBDI Phase II Project.			
2. Dolores Medin	951 N. Chester St.	G/R \$34.50	\$ 287.00
Funds are available in account no. 9910-906416-9588-900000-704040, EBDI Phase II Project.			
3. Holy Trinity Church of God in Christ, Inc.	2028-2030 Ashland Avenue	L/H	\$171,000.00
Funds are available in account no. 9910-906416-9588-900000-704040, EBDI Project, Phase II.			
4. Arnold Ages and Shoshanna Ages	2124 Ashland Avenue	G/R \$60.00	\$ 550.00
Funds are available in account no. 9910-906416-9588-900000-704040, EBDI Phase II Project.			
5. Montego Bay Properties, Inc.	1009 N. Washington St.	L/H	\$21,000.00
Funds are available in account no. 9910-906416-9588-900000-704040, EBDI Project, Phase II.			

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.

## MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Condemnation</u>			
6. Miriam Naiditch, Personal Representa- tive of the Estate of Bernard Naiditch (deceased)	1115 N. Bradford St.	G/R \$48.00	\$ 320.00

Funds are available in account no. 9910-904488-9588-900000-704040, Milton-Montford Project.

Dept. of Law - Payment of Settlement

7. Simon Grant (previous owner)	2730 Tivoly Avenue	L/H	\$ 5,700.00
------------------------------------	--------------------	-----	-------------

On April 04, 2012, the Board approved the acquisition of the leasehold interest in 2730 Tivoly Avenue, by condemnation, for the amount of \$24,300.00. The former owner of the property valued the property at \$40,000.00, but produced a creditable valuation report which valued the property at \$32,000.00. The parties have agreed to settle the condemnation suit for a total amount of \$30,000.00. Therefore, the Board is requested to approve an additional \$5,700.00 in settlement of this case.

Funds are available in State funds, account no. 9910-904326-9588-900000-704040.

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing options, condemnation, and payment of settlement.

**MINUTES**Health Department - Expenditure of Funds**ACTION REQUESTED OF B/E:**

The Board is requested to approve the purchase of client incentive gift cards for the HIV/STD Prevention Program and authorize an expenditure of funds to pay CVS Pharmacy, Inc.

**AMOUNT OF MONEY AND SOURCE:**

\$ 3,562.00 - 4000-422313-3023-294200-604051  
6,438.00 - 4000-419113-3023-294200-604051  
\$10,000.00 - 2,000 cards @ \$5.00 ea.

**BACKGROUND/EXPLANATION:**

The client incentives/gift cards purchased from CVS Pharmacy, Inc. will be distributed to help reduce the number of new HIV infections and improve the health of persons living with HIV/AIDS. The staff's ability to attract those encountered to receive counseling and testing on the STD/HIV testing van will be enhanced through the use of incentive cards. T-shirts are purchased and provided to the outreach team.

The STD/HIV Prevention Program adheres to all policies associated with the usage of incentives and has sufficient procedures in place to address the safeguarding and accountability of incentives purchased.

The Health Department adopted a consolidated policy for the purchase, distribution, and documentation of all incentive cards. The central tenets of this policy account for: 1) a single means of procuring all incentive cards through the Board of Estimates; 2) the documentation of each incentive card and its recipient; 3) a monthly reconciliation for all purchases that account for all distributed and non-distributed cards; and, 4) periodic internal reviews, which are to be shared with the Department of Audits.

**MINUTES**Health Department - cont'd

This policy has been reviewed by the City Solicitor's Office and the Department of Audits. Consistent with the original Board of Estimates approval, all requests for payment for the above-incentive cards will be subject to the Department of Audits approval.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved purchase of client incentive gift cards for the HIV/STD Prevention Program and authorized the expenditure of funds to pay CVS Pharmacy, Inc.



**MINUTES**Health Department - Expenditure of Funds**ACTION REQUESTED OF B/E:**

The Board is requested to approve the purchase of client incentive cards for the Teen Pregnancy Prevention Initiative and authorize an expenditure of funds to pay the National Gift Card Corporation.

**AMOUNT OF MONEY AND SOURCE:**

	<u># of Cards</u>	<u>Denomination/Cards</u>	<u>Company</u>
\$235.00	10	\$25.00	Foot Locker
97.00	4	\$25.00	iTunes
117.50	5	\$25.00	Regal Entertainment Group
150.00	6	\$25.00	Target
150.00	6	\$25.00	Wal-Mart
120.00	5	\$25.00	Game Stop
9.99	- Fedex Ground Shipping		
<b>\$879.49</b>	<b>- 6000-616613-3080-292301-604025</b>		

**BACKGROUND/EXPLANATION:**

The client incentives/gift cards will be distributed to Youth Advisory Council Members (Council) of the Teen Pregnancy Prevention Initiative (TPPI) as incentives for participation in three outreach efforts conducted by the Council members. These 12 youth Council members will represent TPPI's Know what you want: U Choose campaign at three different community outreach events including health fairs. For each community outreach activity, the Council members will disseminate campaign materials (t-shirts, backpacks, wristbands, buttons, and stickers) and educate the community on family planning information through Baltimore City.

## MINUTES

Health Dept. - cont'd

The TPPI adheres to all policies associated with the usage of incentives and has sufficient procedures in place to address the safeguarding and accountability of incentives purchased.

The Health Department adopted a consolidated policy for the purchase, distribution, and documentation of all incentives cards. The central tenets of this policy account for: 1) a single means of procuring all incentive cards through the Board of Estimates; 2) the documentation of each incentive card and its recipient; 3) a monthly reconciliation for all purchases that account for all distributed and non-distributed cards; and, 4) periodic internal reviews, which are to be shared with the Department of Audits.

This policy has been reviewed by the City Solicitor's Office and the Department of Audits. Consistent with the original Board of Estimates approval, all requests for payment for the above-incentive cards will be subject to the Department of Audits approval.

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

UPON MOTION duly made and seconded, the Board approved the purchase of client incentive cards for the Teen Pregnancy Prevention Initiative and authorized an expenditure of funds to pay the National Gift Card Corporation.

## MINUTES

Health Department - Agreements

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

1. **BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS** **\$ 9,911,872.00**

Account: 6000-624913-3100-297100-406001

The Baltimore City Public School System with the assistance of the Baltimore City Health Department will provide adequate and appropriate School Health Services to students of the Baltimore City Public School System. The Department will provide School Health Suite Coverage and School-Based Health Center services. The period of the agreement is July 1, 2012 through June 30, 2013.

The agreement is late because additional time was necessary to review the agreement.

2. **FAMILY LEAGUE OF BALTIMORE CITY, INC.** **\$ 25,604.00**

Account: 6000-626314-3080-513201-406002

The Baltimore City Health Department co-leads B'More Fit for Healthy Babies project with the Family League of Baltimore City. Joint responsibilities include administrative oversight and performance monitoring, coalition building, communications, program/evaluation oversight and resource development.

This agreement will provide funding for the Health Program Administrator, who serves as Co-Director of B'More for Healthy Babies. Each Co-Director will assume lead responsibility and be held accountable for specific deliverables. Major programmatic and budget decisions will be made jointly. The period of the agreement is September 1, 2012 through August 31, 2013.

The agreement is late because of a change in signatory at the Family League of Baltimore City.

**AUDITS REVIEWED AND HAD NO OBJECTION.**

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

**MINUTES**

Health Department - Amendment to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an amendment to agreement with Trulife Health Services, LLC.

**AMOUNT OF MONEY AND SOURCE:**

\$16,500.00 - 4000-426213-3110-606201-603018  
25 additional cases per month @ \$55.00 per case

**BACKGROUND/EXPLANATION:**

On August 15, 2012, the Board approved the original agreement for Case Monitor Services for Montgomery County residents. It was approved at a rate of \$55.00 per case for 100 cases per month. This amendment increases the agreement by \$16,500.00 making the total for FY13 \$82,500.00 at \$55.00 per case for 125 cases per month.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the amendment to agreement with Trulife Health Services, LLC.

**MINUTES**

Health Department - Revised Notification of  
Award and Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of a revised notification of award (NoA) and agreement with the Department of Health and Human Services, Substance Abuse and Mental Health Administration, Center for Substance Abuse Treatment (SAMHSA). The period of the grant award is September 30, 2012 through September 29, 2013.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On February 27, 2013, the Board approved the original NoA in the amount of \$325,000.00 for the period September 30, 2012 through September 29, 2013.

On March 01, 2012, the Department received the revised NoA approving the carryover of an unobligated balance of \$165,524.00 from 02 year, September 30, 2011 through September 29, 2012 to 03 year, September 30, 2012 through September 29, 2013.

Approval of the revised NoA will allow the Department to amend its current agreement with Baltimore Substance Abuse Systems, Inc. for these services.

The request is being presented at this time because the revised NoA was revised on March 1, 2013.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS NOTED THE REVISED NOTICE OF AWARD .**

## MINUTES

Health Dept. - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the acceptance of a revised notification of award and authorized execution of the agreement with the Department of Health and Human Services, Substance Abuse and Mental Health Administration, Center for Substance Abuse Treatment. The Mayor **ABSTAINED**. The President **ABSTAINED**.

**MINUTES**

Parking Authority of - Expenditure of Funds  
Baltimore City (PABC)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an expenditure of funds to Public Properties, LLC (Public Properties).

**AMOUNT OF MONEY AND SOURCE:**

\$34,163.38 - 2075-000000-2321-407200-603026	Arena Garage
\$76,344.58 - 2075-000000-2321-407100-603026	Market Center Garage

**BACKGROUND/EXPLANATION:**

The payment to Public Properties is for a contract acquisition fee that is required for completion of a parking agreement with the United States Department of Veterans Affairs (VA) to provide parking in various City facilities (the Agreement).

The VA has been parking at the City's Market Center Garage for more than ten years and currently has more than 250 VA parkers at Market Center Garage (revenue of \$259,200.00 annually).

In June of 2012, the VA issued an RFP for the lease of 875 parking spaces located in a defined area around the VA's 10 N. Greene Street location. The VA issued this RFP through a third party procurement firm, Public Properties LLC. Pursuant to the RFP, any awarded bidder is required to pay for the service of Public Properties in the form of a "lease acquisition fee." The fee is two percent (2%) of the aggregate value of the rental payments the City will receive from the VA. The PABC submitted a bid requesting that this fee be waived by the VA. Though the VA accepted PABC's bids, it did not waive the fee as requested.

The PABC offered a bid of 320 parking spaces at Market Center (250 current spaces plus 70 additional) and a bid of 130 parking spaces at Arena Garage. The VA has accepted both bids, meaning retention of current revenue (\$259,200.00) at Market Center with an additional \$81,000.00 annually resulting from the new agreement and new revenue to the City at Arena Garage in the amount of \$170,000.00 annually.



## MINUTES

PABC - cont'd

This agreement will bring in more than \$5.5 million to the City over the ten year term.

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 Public Properties, LLC.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Purchases

- |  |             |             |
|--|-------------|-------------|
| 1. INGERSOLL RAND COMPANY  | \$47,796.00 | Sole Source |
| Solicitation No. 08000 - Quarterly PM of Lox Plant<br>Compressors/Dryers - Department of Public Works - Req. No. R625732 |             |             |

This requirement is for parts and service for installed proprietary equipment. The vendor is the sole manufacturer of parts/equipment and the sole service provider. The period of the award is April 10, 2013 through April 9, 2014.

- |   |             |         |
|---|-------------|---------|
| 2. MARYLAND CHEMICAL CO, INC.   | \$30,000.00 | Renewal |
| Solicitation No. B50002356 - Hydrochloric Acid/Quarantine Road Landfill - Department of Public Works - Req. No. P519810 |             |         |

On March 28, 2012, the City Purchasing Agent approved the initial award in the amount of \$19,000.00. This final renewal in the amount of \$30,000.00 will make the total award amount \$49,000.00 and is for the period May 6, 2013 through May 5, 2014.

- |                                |             |                        |
|--------------------------------|-------------|------------------------|
| 3. EAST BANC TECHNOLOGIES, LLC | \$45,000.00 | Rescission/<br>Low Bid |
|--------------------------------|-------------|------------------------|

Solicitation No. B50002814 - CitiWatch Application - Mayor's Office of Information Technology - Req. No. R621298.

The Board is requested to rescind the award to Port Networks on March 20, 2013 that was awarded due to an administrative error that was caught prior to any notification of award. The Board is also requested to award B50002814 to the low bid, East Banc Technologies, LLC. The period of the award is April 10, 2013 through April 9, 2014.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARD AWARD BASISBureau of Purchases

4. LEGAL FILES SOFTWARE, INC. \$ 0.00 Renewal  
 Solicitation No. B5001829 - Maintenance of Case Management  
 System - Office of Inspector General - Req. No. P520129

On June 8, 2011, the Board approved the initial award in the amount of \$34,734.00. On May 23, 2012, the Board approved a renewal. This final renewal is for the period June 8, 2013 through June 7, 2014.

5. TENNANT SALES AND Renewal and  
SERVICE COMPANY \$ 60,000.00 Increase  
 Solicitation No. B500001931 - PM Maintenance for Tennant  
 Machines - Convention Center - P.O. No. P516995

On May 11, 2011, the Board approved the initial award in the amount of \$30,000.00. The award contained three 1-year renewal options. The Board approved the first renewal on February 15, 2012 in the amount of \$25,000.00. An increase was approved in the amount of \$30,000.00 by the Board on January 9, 2013. This second renewal includes additional funding for a higher volume of maintenance activity. The period of the renewal is May 9, 2013 through May 8, 2014, with one 1-year renewal option remaining.

**MWBOO GRANTED A WAIVER.**

6. HARBOR TRUCK SALES  
& SERVICE INC, d/b/a  
BALTIMORE FREIGHTLINER \$600,000.00 Increase  
 Solicitation No. 06000 O.E.M. Parts, Service and Warranty  
 Repairs for Freightliner Heavy Trucks - Department of General  
 Services - P.O. No. P510047

On Sept. 30, 2009, the Board approved the initial award in the amount of \$450,000.00. The Board approved an increase of \$300,000.00 on March 23, 2011 and \$500,000.00 on October 19, 2011, respectively. The first renewal was approved by the Board on July 11, 2012 in the amount of \$600,000.00. Due to an

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Purchases

increase in usage of parts and service for Freightliner trucks in the fleet, an increase is necessary. This increase in the amount of \$600,000.00 will make the award amount \$2,350,000.00. The contract expires on September 30, 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 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

**MWBOO GRANTED A WAIVER.**

## 7. LABORATORY CORPORATION

OF AMERICA HOLDINGS	\$12,500.53	Ratification
Solicitation No. B50002125 - Provide Cytology Testing Services - Health Department - P.O. No. P521531		

On December 7, 2011, the Board approved the initial award in the amount of \$86,000.00 to Onco Diagnostic Services, Inc. Onco Diagnostic Services, Inc. was acquired by Lab Corporation. Neither Onco Diagnostic Services, Inc. nor Lab Corporation of America Holdings notified the City of the change. Therefore, during the period July 1, 2012 through September 12, 2012, Lab Corporation was supplying services under Onco Diagnostic Services, Inc.'s contract and could not be paid. On September 12, 2012, the Board approved the re-assignment of the contract in the amount of \$150,000.00 to Laboratory Corporation of America Holdings. The period of the ratification is July 1, 2012 through September 12, 2012.

**MWBOO GRANTED A WAIVER.**

8. LORENZ, INC.	\$ 800,000.00	Renewal
Solicitation No. B50001231 - Mowing Services for Recreation and Parks - Department of Recreation and Parks - P.O. No. P512903		

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Purchases

On April 14, 2010, the Board approved the initial award in the amount of \$578,960.00. The award contained four 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$800,000.00 is for the period April 14, 2013 through April 13, 2014, with one 1-year renewal option remaining.

**MBE:** 4-Evergreen Lawn Care 27%

**WBE:** Fouts Lawn Care 10%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

9. MARTIN'S INC. \$2,332,500.00 Correction and Renewal Solicitation No. B50002354 - Provide Meals for the Summer Food Service Program - Department of Housing and Community Development - Req. No. R626807

On May 16, 2012, the Board approved the initial award in the amount of \$2,930,400.00. Due to a clerical error, the Board letter specified a one year period of coverage with no renewals, which was incorrect. The period should have been one year with four 1-year renewal options. The Board is requested to approve the correct period of coverage. This request is for the first renewal for May 16, 2013 through May 15, 2014 with three 1-year renewal remaining.

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

**MBE:** Class Act Café & Catering, Inc. 15.30%

**WBE:** Shalom Catering Corp. 8.61%  
MR Enterprise, Inc. 2.00%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Purchases

10. INGERSOLL RAND EQUIPMENT	\$ 0.00	
HERTZ EQUIPMENT RENTAL CORP.	0.00	
POTTS & CALLAHAN, INC.	100,000.00	
ALLIED CONTRACTORS, INC.	0.00	
	<u>\$100,000.00</u>	Renewal
Solicitation No. BP 07005 - Construction Equipment Rental Services - Agencies - Various - P.O. Nos. Various		

On May 23, 2007, the Board approved the initial award in the amount of \$270,000.00. The award contained two renewal options. The final renewal was approved by the Board on February 23, 2011 in the amount of \$270,000.00. An extension is necessary to allow dredging work at the Quarantine Road Landfill to be completed and to re-solicit the City's requirement. The period of the extension is May 15, 2013 through November 14, 2013.

**MWBOO GRANTED A WAIVER.**

11. BREKFORD CORPORATION	\$2,200,000.00	Amendment No. 1 to Agreement
Solicitation No. B50002246 - Automatic Traffic Violation Enforcement System - Department of Transportation - Req. No. Various.		

The Board is requested to approve and authorize execution of an amendment to agreement with Brekford Corporation. The agreement expires December 31, 2017, with three 1-year renewal options, remaining. On November 7, 2012, the Board approved the initial award to the Brekford Corporation (Brekford). Due to a clerical error, the term listed on the initial award was January 1, 2013 through December 31, 2015 with two 1-year renewal options. The correct term should have been January 1, 2013 through December 31, 2017, with three 1-year renewal options.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

This amendment includes needed clarifications and modifications to the original solicitation that were required due to changed circumstances from those at the time of award. The amendment includes additional camera replacements at the City's direction, in order to allow the City to purchase replacements for those that the City was unable to turn over to Brekford for operation and maintenance at the beginning for the Contract, due to deficiencies in the performance of the prior vendor. As the contract only contemplated new cameras at current locations when Brekford chose to update technology, at their expense, camera purchases that fell outside of the contemplated categories needed to be addressed.

This amendment both adds that needed category, and adds voluntary MBE participation when available, which was not originally contemplated due to the expected lack of extension camera installations. The amendment also adds a clarification for work required by the City to address safety concerns due to cameras that were poorly installed by the previous vendor, in order to decommission them temporarily. Voluntary MBE participation would also apply to this added work. Additional operation clarifications were included in the Amendment, which have no associated cost to the City. Language was also added in order to address the possibility of legislative action on the enabling state law for the program, and to include a process by which liquidated damages could be assessed if required by legislative action or if desired by the City. Finally, this amendment strengthens the City's rights in post contract transition activities.

**MBE/WBE PARTICIPATION:**

On December 21, 2011, it was determined that no goals would be set because of no opportunity to segment the contract. Nonetheless, the vendor has identified Calmi Electrical, Inc., a City-certified MBE to perform electrical services as required and has agreed to consult with MWBOO to determine if additional certified MBE's and WBE's are available, if additional subcontracting services are required.

## MINUTES

President: "The first item on the non-routine agenda can be found on Page 27, item no. 11, Automatic Traffic Violation Enforcement System. Will the parties please come forward."

Tim Krus: "Tim Krus, City Purchasing Agent. This is an amendment to the contract that the City has with Brekford Corporation for Automatic Traffic Violation Enforcement System which includes various provisions including the addition of \$2 million dollars in speed cameras and additional work, so that the City can move forward with restoring public trust in the Speed Camera System many of which are in school zones. These cameras have ah-- specified price in this agreement. The City will take title to these cameras and the agreement provides for other protections for the City in this program."

Arnold M. Jolivet: "Good morning, Arnold M. Jolivet ah-- when this specific item appeared before the Board on 11/07/2012 the Bureau of Purchases presented this item to the Board as a revenue contract and as a revenue contract according to the Bureau of Purchases it is not subject to competitive bidding and nor is it subject to the City's minority women's business enterprise program. My protest today is predicated on the fact that the Bureau of Purchases is now coming before this Honorable Board to change the method which it is awarding the contract. When the contract came before the Board, initially there was no



## MINUTES

requirement for minority participation and there were no upfront City expenditures. Now, it appears that the City is being requested to expend over \$2 million dollars in expenditures that arguably were not contemplated at the time the original procurement was put out. My - - my protest actually asks this Board if the City is going to spend or be required to spend an expenditure in the excess of \$50,000.00 according to Article 6, Section 11 ah -- of the Charter then I submit to you that the City is duly obligated to put this contract back out for competitive bidding. I - - this is a major herculean change in the original contract, even the concept and it was never contemplated ah -- initially that the City would be asked to put out \$2,000,000.00. When I appeared, I actually did not appear before the Board on this item. But, the point is made that the whole purpose of competitive bidding is to put all bidders on somewhat of an equal footing. The original bidder, all of the original bidders were they to be, were they communicated that, uh -- informed that the City would ultimately add an infusion of \$2,000,000.00 into this contract, they may have bid differently. But, the point I want to make and I don't want to take up the Board's time. The point I want to make no. 1, this contract has been conformed or transformed into a contract that now requires - - because it requires the City to expend more than an amount

## MINUTES

\$50,000.00 or greater, it is now subject to competitive bidding, the City not - withstanding what Mr. Krus has asked this Board has no power, no authority at all to award a contract without a competitive bid - none. I would ask this Board to also look at the initial representation to this Board that there was no requirement for minority participation and presumably under the City minority program that is an accurate representation because the ordinance clearly requires a City expenditures of \$49,999.00 and at the time that the contract was initially bid -- ah it could not be reasonably contemplated that the City would spend that kind of money but, now it is made very clear that the City now will be required to spend over \$2,000,000.00. I would ask this Board to follow the law, follow the law, and require a competitive bid for the expenditure of this \$2,000,000.00, also follow the law - - I don't really know what voluntarily minority participation means, they use - Mr. Krus uses the term "voluntary minority participation" I submit that there is no such, there is no such creature, there, either the ordinance requires minority participation or it does not, there is no break, there is no medium here. You got to have minority participation if the contract is going to exceed \$49,999.00 that's a requirement. The City is going to spend more than that on this contract so you need to remove the language voluntary

## MINUTES

participation to participation. Simple as that. I made my case"

President: "Madam Comptroller"

Comptroller: "I have a couple of questions. I just want to make sure my understanding - -

President: "You got to talk into the mic."

Comptroller: -- my understanding is clear when we met yesterday I was told that the cameras had already been purchased and that you are shaking your head but - -

Erin Sher-Smyth: "I just want to clarify, in your questions you did - - I apologize. Erin Sher-Smyth, Bureau of Purchases - that was one of your questions. However, they have not been purchased, some of them are on City property but they are currently Brekford's property. The City would like to purchase them so that it has complete control of the cameras going forward."

Comptroller: "So, how was it determined that we needed the 72 cameras."

Tim Krus: "The contract had originally provided for 10 cameras--

Comptroller: "Right."

Tim Krus: "When we had difficulties making the transition to the new system - ah we identified 82 locations, 72 of which we need to install new portable cameras in and in this originally competitively bid contract when we did come to the Board I know

## MINUTES

Mr. Jolivet had not protested at that time but we did have a protest-- ah on the competitive award and we promised the Board that if there was a need for a significant installation of cameras that we would come back and tell the Board about that and that we would make sure that the vendor worked with MWBOO to have minority participation. As a matter of fact, ah -- the MBE, certified MBE firm who was part of that protest, Calmi Electric, is the firm that is going to be involved in the installation of these cameras. The - Brekford has also committed to working with MWBOO for the installation of uh -- additional cameras with additional vendors, if that becomes necessary."

Comptroller: "I have another question. How does the City know that the change in specifications after the bid does not place Brekford in a more favorable position than the other bidders."

Tim Krus: "We had asked each of the other companies to give us prices for cameras not - not expecting that they would be as many cameras would be needed. I believe the price that we've been extended by Brekford is approximately half the price of those cameras and - ah we are convinced that it is fair and reasonable. Plus, we are convinced that it is the most responsible way for the City to proceed with this program, putting all of the responsibility in the hands of the vendor who won the competitive bid and not splitting that responsibility up

## MINUTES

among multiple vendors."

Comptroller: "So, if the cameras are required because of a dispute with ACS and Xerox, as you told me yesterday would the City pursue that vendor to pay this additional cost, because originally we were not expecting to pay this \$2,200,000.00."

Tim Krus: "We are still - ah speaking with the original vendor and we haven't made decisions on how that will proceed at this point in time. But we are in active discussions with the previous vendor."

Comptroller: "And Ms. Sher you said you will provide my office with the agreement, I don't believe we have received it yet."

Erin Sher-Smyth: "Sorry. We are attempting to track that down yesterday. I did check with the vendor and they recall signing it and hopefully by the end of today we will have that in your hands."

Comptroller: "Okay."

President: "Madam Mayor."

Mayor: "Thank you. Mr. Krus, the minority business that is engaged in the camera installation is the same one that did it originally, is that correct?"

Tim Krus: "Correct."

Mayor: "And that is a local company?"

Mayor: "Local, meaning city of Baltimore."

## MINUTES

Tim Krus: "City certified minority business enterprise."

Mayor: "Thank you."

Mr. Jolivet: "Mr. President, just one final, well incidentally Mr. President, one final observation and that is if you notice I made no - ah, I actually my communications to the Board made no complaint or protest regarding the participation other than the fact that I did find it very - - rather curious when the law says that the participation was mandatory, the City makes it voluntary. And that was just an observation communicated to this Board it was not intended to - to ah - ah -- be a protest, but I want to make another observation to the Board, this is a major, no matter how we look at it, this is a major substantial change in the original contract. And here is what, here is what the Maryland Court of Appeals has said when municipalities make changes in a contract awarded pursuant to law. The court has said ah - - the court has said that 'A Municipal Corporation or Administrative Agency cannot evade the law, competitive bidding law, by making substantial changes in the contract after it has been awarded pursuant to law.' In short, the municipality or agency cannot do indirectly what it Charter prohibits it from doing directly, it goes on to say that - - it goes on to say that - - ah - - it goes on to say that " it has adopted a rule promulgated by the Supreme court of Pennsylvania in 1923 in

## MINUTES

Hipps v. Allensburg that deviations from a contract awarded while construction or any other services are - must be based on open, honest, reasonable, and intelligent judgment and must not vary so substantially from the original plans and dollar value of the contract. And I say this largely because this is a major deviation which compels the Bureau of purchases to go out and take additional bids. The expenditure of this \$200.00 - - \$2,000,000.00 I would submit to you is just unwarranted, totally unwarranted. We don't know what the other bidders will charge us for those additional cameras. I also submit that it should have been revealed -- should it have been revealed to the other bidders that this was going to take place. Had this been revealed to the other bidders, I would submit to you that the City would not be spending this \$200 - - \$2,000,000.00 that Mr. Krus is asking you to spend today."

Comptroller: "Didn't you just say that you did request bids for the price of the cameras."

Tim Krus: "Yeah, on the initial competitive bid."

Comptroller: "What was the - -

Tim Krus: "So, in this case the previous uh -- the previous vendor would have been one of the bidders that Mr. Jolivet is suggesting that we receive prices from."

Comptroller: "So, what was the price differential or variation

## MINUTES

between the first set of bidders you contacted as compared to Brekford?"

Tim Krus: "It was part of the initial response to the City and I did not bring those initial responses to the City with me."

Comptroller: "So, Brekford, was -- their prices were lower than all of the other ones that you contacted."

Tim Krus: "Brekford was the winner of the competitive bidding process."

Mr. Jolivet: "It did not inclu -

Tim Krus: "I believe - - I believe that ah -- ah --

Comptroller: "No. On the additional cameras --

Tim Krus: "Correct, well they -- we're basing the price on these that we received here on the initial prices that they provided to the City."

Comptroller: "On the ten cameras?"

Tim Krus: "Correct."

Comptroller: "And then - - When you realized you needed 72 more cameras you asked the other bidders to give you a price or you did not?"

Tim Krus: "No, we did not Madam Comptroller. We decided it was not practical to seek competitive bids on these additional cameras and that it was in the best interest of the City in this public safety program for school zones to have the awarded



## MINUTES

vendor provide those cameras to the City and take full responsibility for ensuring that they worked properly."

Comptroller: "But, how can you that you didn't see the need to do that because if I am asked to purchase 10 cameras and then I am asked to purchase an additional 72, because of economies of scale the price could go down. So, to say that there was no need to do that, I don't understand --"

Tim Krus: "Madam Comptroller, --"

Comptroller: "buying 10 cameras and buying 82 cameras could make the price go down."

Tim Krus: "The awarded vendor was extending these cameras to the City at approximately half the price."

City Solicitor: "Of the other vendors?"

Tim Krus: "Yes."

City Solicitor: "So if you - -"

Tim Krus: "Half of the original price."

City Solicitor: "So, if you were to do what - So, if you were to do what the Madam Comptroller would like you to do - - you would be going back to vendors who bid twice as much for this same equipment."

Tim Krus: "Well half - Mr. Nilson half of the price that Brekford had extended to us."

President: "All right, Thank you. I call for the vote."

## MINUTES

City Solicitor: ah - - I would - ah make a motion to deny the protest and approve the recommendation of the Bureau of Purchases."

Director of Public Works: "Second."

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

Comptroller: "I vote **NO**, because I haven't received the contract as mentioned yesterday and also the information I received yesterday is conflicting with what you are telling me today about the purchase."

President: "I vote **YES** because we have a minority contractor that is right here in the City and the owner of Brekford lives in the City. We always talk about City companies and City residents not getting these contracts, we have this gentleman who owns Brekford who actually lives in Baltimore City and the guy from the Calmi Electric is a City owned company as well. That's why I vote **YES**."

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
12. a. BERMAN'S TOWING I, LLC		Termination Agreement
BERMAN'S TOWING 2, LLC		" "
BERMAN'S TOWING 4, LLC		" "
b. GREENWOOD TOWING	\$ 300,000.00	Award
LILITH, INC. d/b/a JIM		
ELLIOTT'S TOWING	300,000.00	"
MCDEL ENTERPRISES, INC.	300,000.00	"
NATHAN ADAMS, JR. d/b/a		
NATE'S TOWING SERVICE	300,000.00	"
	<u>\$1,200,000.00</u>	

Contract No. B50002251 - Citywide Police Requested Towing Services - Department of Transportation - Req. No. R592015

The Board is requested to approve and authorize termination of an agreement with Bermans Towing, I, LLC, Bermans Towing 2, LLC and Bermans Towing 4, LLC for convenience.

On August 15, 2012, the Board approved the initial award which included Berman's which is recommended for termination. For adequate coverage of the City under this contract, the Board is requested to approve an award to the four responsible bidders listed above and next in line for award on this solicitation. The period of the agreement is April 10, 2013 through August 31, 2015, with two 1-year renewal options. The Bureau of Purchases recommends that the above referenced contract with the Berman's entities be terminated for convenience with the Berman's entities effective immediately with Board approval.

MWBOO found the four bidders next in line for award listed above in non-compliance. The recommendation for award is made on the condition that the awardees come into compliance within ten days of the award.

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

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of PurchasesGreenwood Towing, Inc.

Bidder did not meet MBE/WBE goals. Bidder requested a waiver but did not demonstrate a good-faith effort to meet the goals.

**MWBOO FOUND VENDOR IN NON-COMPLIANCE.**McDel Enterprises, Inc.

**MBE:** Diamond Iron Works, Inc. 10%

**WBE:** Anne-Tisdale & Associates, Inc.\*

McDel Enterprises, Inc. is not in good standing with the Maryland State Department of Assessments and Taxation.

Bidder did not submit Part C: MBE/WBE Statement of Intent form for Anne Tisdale & Associates, Inc.

**MWBOO FOUND VENDOR IN NON-COMPLIANCE.**Nate's Towing Service

**MBE:** JJ Adams Fuel Oil Company, LLC<sup>1</sup>

**WBE:** Sue-Ann's Office Supply, Inc. 0.75%<sup>2</sup>

<sup>1</sup>On Part C: MBE/WBE Statement of Intent form for JJ Adams Fuel Oil Company, LLC does not list a subcontract amount or subcontract percentage.

<sup>2</sup>Bidder did not achieve the WBE goal. Not more than 25% of each MBE or WBE goal may be attained by expenditures to MBE/WBE suppliers who are not manufacturers. Therefore, the maximum value allowed has been applied.

**MWBOO FOUND VENDOR IN NON-COMPLIANCE.**

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

<u>Bureau of Purchases</u>		
<u>Jim Elliot's Towing</u>		
<b>MBE:</b> Hopkin's Fuel Oil Company	5%	
Silverback Business Center	5%	
<b>WBE:</b> Baltimore Auto Supply Co.	0.75%*	
Doug's Auto Recycling	1.50%	

Bidder did not achieve the WBE goal. Bidder listed The Baltimore Auto Supply Co. for 1.5%. However, not more than 25% of each goal may be attained by expenditures to MBE/WBE suppliers who are not manufacturers. Therefore, the maximum value allowed has been applied.

**MWBOO FOUND VENDOR IN NON-COMPLIANCE.**

**A LETTER OF PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION (MMCA) FOR ITEM NOS. 11 and 12.**

**A LETTER OF PROTEST WAS RECEIVED FROM FRANKFORD TOWING, INC. FOR ITEM NO. 12.**

**A LETTER OF PROTEST WAS RECEIVED FROM THOMAS LEWIS, JR. D/B/A THE TOWING AUTHORITY ASSOCIATION OF BALTIMORE FOR ITEM NO. 12. THE PROTEST HAS BEEN WITHDRAWN.**

**A LETTER OF PROTEST WAS RECEIVED FROM MR. FRED MADERO.**

**A PROTEST HAS BEEN RECEIVED FROM MS. KIM TRUEHEART.**

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.



.....

.....

**Microsoft**

---

To: <410-685-4416>  
Fax number: 410-685-4416

From:  
Fax number:  
Business phone:  
Home phone:

Date & Time: 4/9/2013 8:34:06 AM  
Pages: 3  
Re: Protest

---

**MMCA- Maryland Minority Contractors Association, Inc.**

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

April 9, 2013

Via Facsimile 410-685-4416

Honorable Bernard "Jack" Young

President, Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

**ATTN:** Ms. Bernice Taylor, Esquire, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association ("MMCA"), its members, clients and constituent, to include its major corporate members, the various Auto Barn entities.

We wish to protest the following identified proposed contract awards, which are contained on Your Honorable Board's 04/10/2013 public meeting agenda. These proposed contracts items are:

1. Item no, 11, pages 27-28, a proposed \$2,200,000.00 contract change related to Bureau of Purchases' Solicitation No. B50002246- "Automatic Traffic Violation Enforcement System," with the Bradford Corporation. Our concern with this proposed \$2,200,000.00 amendment is that it constitutes a substantial change in the price and duration terms of the original contract, and thus, it violates the City's "mandatory" competitive bidding charter provision in Article VI, § 11 et seq; and
2. Item No. 12, pages 28-29, which are proposed contract termination agreements with certain Berman's Towing, LLC entities, on the Bureau of Purchases Solicitation No. B50002251- "Citywide Police Requested Towing Services." This item also proposes contract awards to (1) Greenwood Towing in the amount of \$300,000.00; (2) Jim Elliot's Towing in the amount of \$300,000.00; (3) McDel Enterprises, Inc. in the amount of \$300,000.00; and (4) Nate's Towing Service in the amount of \$300,000.00. Our protest against these proposed contract awards is based on the fact that all of the proposed awardees are not the "lowest responsive and responsible bidders," within the ambit of Article VI, § 11 (h) (1) (ii) of the City Charter. The three (3) Auto Barn bidders can be rightfully considered one of the "lowest responsive and responsible bidders," within the ambit of Article VI, § 11 (h) (1) (ii) of the City

Charter. Additionally, our protest is based on the fact that none of the proposed awardees has met the contract set M-WBE goals at bid time. Our fundamental position is that, if this Honorable Board disqualifies one of the bidders for failure to meet M-WBE contract goals, it has to disqualify all bidders, having such M-WBE compliance problems.

3. Item No. 8, page 44, which is a proposed \$150,000.00 contract award to bidder Jim Elliott Towing, pursuant to Bureau of Purchases' Solicitation No. B50002397-"Citywide Violation Towing Services." Our protest is based on the fact that the proposed contract awardee was not the "lowest responsive and responsible bidder," within the meaning of Article VI, § 11 (h) (1) (ii), of the City Charter and therefore, cannot be recommended for any contract award under this procurement.

Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet  
Managing Director



# RIFKIN, LIVINGSTON, LEVITAN & SILVER, LLC

ATTORNEYS AT LAW

ALAN M. RIFKIN  
SCOTT A. LIVINGSTON (MD, DC)  
LAURENCE LEVITAN  
EDGAR P. SILVER†  
MICHAEL V. JOHANSEN  
JOEL D. ROZNER (MD, DC)  
RICHARD K. REED  
M. CELESTE BRUCE (MD, DC)  
JAMIE B. EISENBERG (MD, DC, NY)  
CHARLES S. FAX (MD, DC, NY)  
PATRICK H. RODDY  
ERIC L. BRYANT  
MICHAEL D. BERMAN (MD, DC)  
JOYCE E. SMITHEY (MD, DC, NH)  
ALAN B. STERNSTEIN (MD, DC)  
MICHAEL S. NAGY (MD, VA)  
RICK ABBRUZZESE  
LIESEL J. SCHOPLER (MD, DC)  
CHRISTOPHER L. HATCHER  
MICHAEL A. MILLER  
JOY K. WEBER  
MELVIN A. STEINBERG†  
LANCE W. BILLINGSLEY†  
ELIZABETH K. MILLER†  
† OF COUNSEL

7979 OLD GEORGETOWN ROAD • SUITE 400  
BETHESDA, MARYLAND 20814  
(301) 951-0150 • FAX (301) 951-0172  
WWW.RLLS.COM

225 DUKE OF GLOUCESTER STREET  
ANNAPOLIS, MARYLAND 21401  
(410) 269-5066 • FAX (410) 269-1235

14601 MAIN STREET  
UPPER MARLBORO, MARYLAND 20772  
(301) 345-7700 • FAX (301) 345-1294

April 9, 2013

## VIA HAND DELIVERY

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

RE: **BID PROTEST**  
**Department of Finance, Bureau of Purchases**  
**Contract No. B50002251**  
**Citywide Police Requested Towing Services**

Dear Ms. Taylor:

This law firm represents Frankford Towing, Inc., Frankford Towing Service, LLC, Frankford Towing, LLC, and Frankford Towing Associates, LLC (collectively, "Frankford"), contractors under Contract No. B50002251, "Citywide Police Requested Towing Services" (the "Contract"). The purpose of this letter is to protest award of contracts pursuant to Solicitation No. B50002251 to (i) Greenwood Towing ("Greenwood"), (ii) Lilith, Inc. d/b/a Jim Elliott's Towing ("Elliott's") (iii) McDel Enterprises, Inc. ("McDel"), and (iv) Nathan Adams, Jr. d/b/a Nate's Towing Service ("Nate's") (collectively, "Non-Responsive Firms") on the following grounds:

1. The Board of Estimates rejected the bids of Greenwood, Elliott's, McDel, and Nate's because all four bidders were non-responsive; and
2. The Board of Estimates may not award contracts in a manner *other than* as set forth in Baltimore City Charter Art. VI, § 11.

If the Board of Estimates were to illegally award contracts to the four Non-Responsive Firms, who were found non-compliant by MWBOO, the Board would signal to all potential City contractors that MWBOO's determinations were hardly meaningful. In other words, bidders should focus not on satisfying the MBE/WBE requirements set forth in City solicitations; rather, bidders should focus on convincing City officials to award contracts to them without regard to the terms of the solicitation or the requirements of the City Charter.

**A. The Non-Responsive Firms May Not Be Awarded Contracts.**

The Request for Bids ("RFB") provided an MBE participation goal of 10% and a WBE participation goal of 3%. The RFB at Section SW3, and City Charter at Art. VI, § 11(h), allow award *only* to a responsible bidder that submits a responsive bid. Bidders must comply with the MBE/WBE provisions; namely, they must either properly request a waiver of the goals, or submit documentation demonstrating that the bidder will meet *both* the MBE and WBE participation goals.

At bid opening on May 9, 2012, each of the four Non-Responsive Firms were found non-responsive because – as acknowledged by the Bureau of Purchases – MWBOO found each were non-compliance with the MBE/WBE requirements. They were not awarded contracts; contracts were awarded to various responsible and responsive firms, including Frankford. To date, the Frankford contractors have met the Contract's 20-minute response time for every call.

Only in recent days did Frankford learn that the Bureau of Purchases has decided – without public competition – to award contracts to the Non-Responsive Firms. This decision is arbitrary, capricious, unreasonable, and illegal. The Bureau of Purchases, in the proposed agenda item for this award, claims that these awards are needed "[f]or adequate coverage of the City under this contract." The Bureau fails to note that Frankford has been adequately covering the areas of the City that the proposed Non-Responsive Firms would cover.

A non-responsive bid may not be revised to become responsive—this gives the bidder a prohibited "second bite at the apple." Each of the Non-Responsive Firms had the option, after bid opening, to decide whether or not they would protest the City's rejection of their bids. The non-responsive firms waived their rights.

Worse yet, one of the Non-Responsive Firms, McDel, is not in good standing with the State Dept. of Assessments and Taxation ("SDAT"). The Bureau incorrectly characterizes this firm as "responsible." SDAT may, at some point declare McDel's corporate charter forfeited. Pursuant to *Corps. & Ass'ns § 3-503(d)*, "the powers conferred by law on the corporation[] are inoperative, null and void." McDel would not be able to perform any work pursuant to the proposed contract.

If the City is truly concerned about adequate geographic coverage from its existing contractors, the City has a simple, legally-sound option available—namely, allowing existing responsive and responsible contractors the opportunity to expand their locations to cover any areas the City believes is inadequately covered. The Board should deny the Bureau of Purchases' request to award contracts to the Non-Responsive Firms and allow Frankford to continue providing timely police-requested towing services as it has done for nearly a year.

**B. The Board of Estimates May Not Award A Contract In A Manner Other Than As Set Forth in The City Charter.**

The Court of Appeals, in *City of Baltimore v. Bio-Gro Systems*, 300 Md. 248, 477 A.2d 783 (1984), held that a contract entered into in violation of the City Charter's procurement provisions was "void and unenforceable." "The generally accepted rule is that where a statute requires that a contract for public work shall be let to the lowest responsible bidder, a municipal corporation or administrative agency cannot evade the law by making substantial changes in the contract after it has been awarded pursuant to the law. In short, the municipality or agency cannot do indirectly what it is prohibited from doing directly." *Hanna v. Board of Education*, 200 Md. 49, 55 (1952). Here, the Bureau of Purchases is requesting the Board of Estimates award contracts to the Non-Responsive Firms in violation of the City Charter and the terms of the contract after it has been awarded. The Board should not illegally award contracts to the Non-Responsive Firms.

Pursuant to Baltimore City Charter, Art. VI § 11(b), the Board of Estimates adopted a Resolution on December 22, 2010 that required formal advertisement for proposals for any procurement involving expenditures of more than \$50,000. Baltimore City Charter, Art. VI § 11(c) sets forth:

In contracting for any public work, or the purchase of any supplies (unless otherwise provided by ordinance for foodstuffs and related perishables), materials, equipment, or services other than professional services, for the City or by any municipal agency, involving an expenditure of greater than the threshold set under subsection (b) of this section, advertisements for proposals shall first be published at least twice in two or more newspapers of general circulation published in Baltimore City, and published electronically to the public, unless otherwise provided by the Charter. The first publication shall be made not less than 10 nor more than 90 days prior to the day set for opening the bids.

Award to the Non-Responsive Firms would violate Art. VI § 11(c) in that no advertisement for proposals was published in newspapers for these contracts.

Baltimore City Charter, Art. VI § 11(g)(1)(ii) sets forth,

After opening the bids, the Board of Estimates shall award the contract, as an entirety to the lowest responsive and responsible bidder or by items to the respective lowest responsive and responsible bidders, or shall reject all bids.

Accordingly, the Board of Estimates may award only to a “responsive” bidder. Award to the Non-Responsive Firms would violate this provision of the City Charter.

The City Charter sets forth only a single mechanism by which the City may award contracts by a method other than as set forth in Art. VI § 11(c). In Art. VI § 11(e), “Emergencies, *etc.*”, the Board of Estimates may award a contract without public advertisement for proposals if (i) the “services ... are of such a nature that no advantage will result in seeking ... competitive bids,” or (ii) “the need for ... services ... is of an emergency nature and the using agency certifies this in writing to the Board of Estimates.” Neither of these conditions apply to the instant proposed award to the Non-Responsive Firms.

First, the City itself decided in 2012 – against the wishes of the Medallion Towers – that competitive bidding was necessary in order to provide a fair, transparent and legal method of awarding police-requested towing contracts. Second, no emergency exists: Frankford has adequately performed tows in the areas of the City previously served by the Bermans entities, and could continue to do so for the remaining term of the Contract. Any emergency would be of the City’s own making by refusing to allow any Frankford contractor to shift its location to better serve the City.

**C. Conclusion**

For the reasons set forth above, the Board of Estimates should deny the Bureau of Purchases’ request to award contracts to the Non-Responsive Firms under Contract No. B50002251. The Board of Estimates should uphold MWBOO’s determinations and send a message to the contracting community that the City’s MBE/WBE requirements are not merely an afterthought at bid opening.

Very truly yours,

Michael A. Miller

cc: Erin Sher Smyth, Esq.

Accordingly, the Board of Estimates may award only to a “responsive” bidder. Award to the Non-Responsive Firms would violate this provision of the City Charter.

The City Charter sets forth only a single mechanism by which the City may award contracts by a method other than as set forth in Art. VI § 11(c). In Art. VI § 11(e), “Emergencies, *etc.*”, the Board of Estimates may award a contract without public advertisement for proposals if (i) the “services ... are of such a nature that no advantage will result in seeking ... competitive bids,” or (ii) “the need for ... services ... is of an emergency nature and the using agency certifies this in writing to the Board of Estimates.” Neither of these conditions apply to the instant proposed award to the Non-Responsive Firms.

First, the City itself decided in 2012 – against the wishes of the Medallion Towers – that competitive bidding was necessary in order to provide a fair, transparent and legal method of awarding police-requested towing contracts. Second, no emergency exists: Frankford has adequately performed tows in the areas of the City previously served by the Bermans entities, and could continue to do so for the remaining term of the Contract. Any emergency would be of the City’s own making by refusing to allow any Frankford contractor to shift its location to better serve the City.

**C. Conclusion**

For the reasons set forth above, the Board of Estimates should deny the Bureau of Purchases’ request to award contracts to the Non-Responsive Firms under Contract No. B50002251. The Board of Estimates should uphold MWBOO’s determinations and send a message to the contracting community that the City’s MBE/WBE requirements are not merely an afterthought at bid opening.

Very truly yours,



Michael A. Miller

cc: Erin Sher Smyth, Esq.

Thomas Lewis, Jr.  
dba The Towing Authority Association of Baltimore  
443-677-6937

April 9, 2013

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

Dear Ms. Taylor:

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

1. Whom you represent: The Towing Authority Association of Baltimore
2. What the issues are:
  - a. Page 28, Item 12b, Purchasing Department – B50002251 – Citywide Police Requested Towing Services, if approved:
    - i. This action sets the WMBOO goals at an unjustifiably low level ;
    - ii. Demonstrates the wide-ranging latitude vested with the director of the WMBOO is misaligned and fails to achieve the desired outcome;
    - iii. This action fails to note the time period deficient, non-compliant vendors are allowed to comply with WMBOO administrative policy and procedures;
    - iv. This action demonstrates the clear need for cogent, value-based decision criteria for retaining or disqualifying vendors who fail to satisfactorily conform with the WMBOO administrative policy and procedures;
    - v. This action fails to adjust this procurement to the economic reality of a dynamic gasoline/diesel fuel market price structure which was clearly a factor in the contractor's unsatisfactory performance and default;
3. How the protestant will be harmed by the proposed Board of Estimates' action: This action presents an opportunity for the City to make an adjustment to the terms and conditions of this procurement to ensure the financial viability of the bidders is NOT jeopardized by the market variations of the fossil fuel industry. The continued mismanagement of major projects by City agencies is disgracefully wasteful and lacking innovative outcomes that generate revenue to bridge the City's austere budget outcomes. A top to bottom business process reengineering initiative must be initiated to ensure similar revenue opportunities are NOT squandered.
4. The remedy I seek and respectfully request is that this action be adjusted to reflect the quantity of business in the market place with higher WMBOO goals!

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on April 10, 2013.

Sincerely,  
Thomas Lewis, Jr.

P. O. Box 2687 Baltimore, MD 21215

Let 410 685 4416

4/10

To Joan Pratt

Ms. Pratt

I would like permission to speak at meeting on 4/10  
Concerning the Medallions I sent letter to the wrong place  
I understand that I must send another. So I am  
sending you this request by Fax so I can talk. This  
must be in by 12:00 4/9

Fred Makero

443 756 2492

Send Fax Back to 410 325-4049

# Kim A. Trueheart

April 9, 2013

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and a complete failure to provide transparent communications about priorities and outcomes.

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

1. Whom you represent: Self
2. What the issues are:
  - a. Page 28, Item 12, Purchasing Department – B50002251 – Citywide Police Requested Towing Services, if approved:
    - i. This action sets the WMBOO goals at an unjustifiably low level ;
    - ii. Demonstrates the wide-ranging latitude vested with the director of the WMBOO is misaligned and fails to achieve the desired outcome;
    - iii. This action fails to note the time period deficient, non-compliant vendors are allowed to comply with WMBOO administrative policy and procedures;
    - iv. This action demonstrates the clear need for cogent, value-based decision criteria for retaining or disqualifying vendors who fail to satisfactorily conform with the WMBOO administrative policy and procedures;
    - v. This action fails to adjust this procurement to the economic reality of a dynamic gasoline/diesel fuel market price structure which was clearly a factor in the contractor's unsatisfactory performance and default;
3. How the protestant will be harmed by the proposed Board of Estimates' action: This action presents an opportunity for the City to make an adjustment to the terms and conditions of this procurement to ensure the financial viability of the bidders is NOT jeopardized by the market variations of the fossil fuel industry. The continued mismanagement of major projects by City agencies is disgracefully wasteful and lacking innovative outcomes that generate revenue to bridge the City's austere budget outcomes. A top to bottom business process reengineering initiative must be initiated to ensure similar revenue opportunities are NOT squandered.
4. The remedy I seek and respectfully request is that this action be adjusted to reflect the quantity of business in the market place with higher WMBOO goals!

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on April 10, 2013.

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

Sincerely,  
Kim Trueheart, Citizen & Resident

Email: [ktrueheart@whatfits.net](mailto:ktrueheart@whatfits.net)  
5519 Belleville Ave  
Baltimore, MD 21207



## MINUTES

President: "The second item on the non-routine agenda can be found on page 28 to 30, Citywide Police Requested Towing Services. Will the parties please come forward."

Tim Krus: "Tim Krus, City Purchasing Agent. This is ah - - both a termination and award. It was um Termination of the Services of various Berman's Towing MD's for Police Requested Tows in the City based on a "Termination for Convenience" an agreement that the City has executed with these Berman's entities. As a result of that termination we have gone back to the original solicitation and selected the four awardees that you see in the letter, Greenwood Towing, Jim Elliott's Towing, McDel Enterprises and Nates Towing Service. These four vendors give us a distribution that is very similar to the distribution of the Berman's locations that are being closed in order to obtain the proper response times for the Police requested tows."

Mr. Arnold M. Jolivet: "Mr. President let the record show that I am not - - that my protest as reflected in my letter - - ah does not protest the Bureau of Purchases request to terminate Berman, that is not a part of my protest. However, I am somewhat perplexed that Mr. Krus can take a procurement that when it was awarded to Berman I believe back in August last year ah - - Mr. Krus can take that procurement, resuscitate it, and now want proposals to award additional contracts. I believe the law is

## MINUTES

very clear that once that procurement was awarded to Berman it -  
- it extinguished the entire procurement. It does not allow the City now to come back and make additional awards off of that procurement and the Law Department is uniquely aware that has been the law in Maryland for years and I don't know how - - ah what is the justification for the Bureau of Purchases to now to try to revitalize this contract and make additional awards, it is just not permissive - - permitted. The other thing that I am very much concerned is that there is a bidder who was the lowest responsive responsible bidder according to Article VI Section 11 of the Charter and ah - - that bidder was the AutoBarn entities and there has been no effort to explain to this Board when in fact the AutoBarn entities were the low bidder why aren't they being a part of this award and they not communicate - ah the Bureau of Purchases has not communicated this fact to the AutoBarn entities, they have not indicated at all why they are being left out of this award when in fact the Bureau of Purchases has a duty to award only to the lowest responsive responsible bidder pursuant to Article VI, Section 11. So, I think you are deserving of some explanation of why isn't the AutoBarn entities a part of this award. We are deserving of that. A bidder puts a considerable resources and other efforts to make a bid to the City, Mr. President they deserve a-- the

## MINUTES

common courtesy of being informed, particularly when they are the lowest dollar bidder."

City Solicitor: "Are you representing Auto Barn today Mr. Jolivet?"

Mr. Jolivet: "Yes I am."

City Solicitor: "Okay, Thank you."

Mr. Jolivet: "I mean, I would demand some explanation of why isn't the Auto Barn entities apart of this award, and even if there is a justifiable reason why this is so, we need to hear that from you Mr. Krus."

President: "Mr. Krus."

Tim Krus: "Tim Krus, City Purchasing Agent. The Cherry Hill and Auto Barn entities were found in the initial solicitation to have swapped bid sheets between their proposals and ah - - for two of their entities ah - - in and those entities were found non-responsible, we haven't talked about peak hour tows, citywide violation towing yet but we found reason to believe that we saw anti-competitive practices in the bids that were submitted by those entities in the peak hour tows and found them non-responsible, as well. And that declaration of non-responsibility extends to the existing problem that they had had in Police requested tows."

Mr. Jolivet: "Where is that in writing, if I might add? Were

## MINUTES

they ever notified of this - -

Tim Krus: "They absolutely were, they were contacted - - ah - - by the City - - as a result of this they were asked a series of questions, they responded to that series of questions. Their lawyer contacted us and we discussed this and - - ah - - in spite of that long and very careful process which actually started with the protest of some of the towers who are in the audience today about -- ah -- monopolistic practices in the bids. Um - we find - found that uh -- that it was necessary to uphold what those protesters were saying."

City Solicitor: "And I take it Mr. Krus that the reason that you haven't brought forward that situation to the Board was to respect the Auto Barn entities and not un-necessarily put that information before the Board?"

Tim Krus: "That is correct."

City Solicitor: "Until now asked by Mr. Jolivet on their behalf."

Tim Krus: "Yes."

President: "Mr. Jolivet - - the Comptroller had a question - -

Tim Krus: "Mr. Jolivet is representing them."

Comptroller: Did all the - -

President: "You have to talk into the mic."

Comptroller: "Did all of the towers who joint ventured with

## MINUTES

Berman agree not to seek award - an award on this contract."

Tim Krus: "Berman's in particular were part of their termination agreement."

Comptroller: "But the question is, did all of the bidders who joint ventured with Berman agree not to participate."

Tim Krus: "Oh, in the, excuse me in the Police Tow."

Comptroller: "Right, because I was wondering why Frankford was not being recommended for an award."

Tim Krus: "Frankford is not being and I think Madam Comptroller you saw this yesterday."

Comptroller: "I saw it, Right but did all the joint - - bidders who joint ventured with Berman agree not to seek."

Tim Krus: "No they did not."

Erin Sher-Smyth: "Excuse me, Madam Comptroller Erin Sher-Smyth, Bureau of Purchases. The only other entity in any of the joint ventures weren't various Frankford entities and they did not agree, however, they were not found to be responsible and responsive based on the fact that the Joint Venture no longer had a key party."

Comptroller: "So, explain why Frankford was not- - is not being recommended for an award."

Erin Sher-Smyth: "I'm sorry. In which of the two?"

Comptroller: "In the Police towing."

## MINUTES

Erin Sher-Smyth: "That was purely an operational issue. Their location ah-- is much farther away from the Berman's locations, and that-- the two solicitations actually don't have anything to do with each other, on the Frankford issue. So, in this case the Frankford location is on Fleet Street there are closer lower bidders that have previously been awarded. Universal is - - ah covers that area and ah - - and are far lower than Frankford. So, until additional locations are needed I believe that was the original intention of DOT is at this time they weren't needed but however there bid was still viable if additional locations were needed."

Comptroller: "Okay."

Eric Bryant: "Good morning Mr. Chairman, Madam Comptroller my name is Eric Bryant I am here with Co-counsel Scott Livingston on behalf of Frankford Towing. You do have documents in front of you from Frankfords'. Frankfords will not make any additional argument beyond what is submitted to you and will yield to what has been presented to the Board but I think in the moment Frankford will submit the papers only and remove itself from discussion and I think everything will be okay from there."

Comptroller: "Okay."

Mayor: "Remove itself from the - -

Scott Livingston: "This is Scott Livingston on behalf of

## MINUTES

Frankford. We are not going to be making any oral presentation today"

Mayor: "But your protest still stands?"

Scott Livingston: "Yes"

Eric Bryant: "Take whatever action the Board deems necessary, I think we are okay, thank you Madam Comptroller, Mr. Chairman"

Mr. Jolivet: "Mr. President, one final observation and its - - its rather disturbing and the Solicitor - - ah - - is aware that assuming what Mr. Krus says about the Auto Barn entities, there has been no process - - assuming that the City's Bureau of Purchases suspected the Auto Barn entities of whatever the argument that Mr. Krus makes, Mr. Solicitor, there is a process. We have been denied process. He - - Mr. Krus cannot unilaterally declare and determine that the Auto Barn entities or any entity."

City Solicitor: "But his - -

Mr. Jolivet: "- - well let me finish, let me finish please, you understand what I'm saying. There has been no process. Mr. Krus cannot be the jury, the executioner at the same time. He has got to give them a process and the process historically has been before this Board. If he is going to disqualify any bidder on the basis of collusion or any other ah - - ah - - ah misdeeds, Mr. Krus cannot make that decision single handedly. He has to

## MINUTES

bring this and give the AutoBarn entities there due process rights. Mr. Solicitor you know that, you know that's the law, you know that. I don't know why we would allow this to go on."

City Solicitor: "Will the chair entertain a motion?"

President: "You finished Mr. Jolivet?"

Mr. Jolivet: "No. I am not finished Mr. President, I'm not finished - - we have a serious, we have a serious miscarriage of justice here. The Board is ignoring process. Mr. Krus is ignoring process, it's not right. It is not right and I would ask this Board to give the Autobarn entities their process, and there has been no process given to these bidders."

President: "I will entertain a motion."

City Solicitor: "I move that the action of this Board be to affirm the recommendation of the Bureau of Purchases which includes the determination that the Autobarn is not a responsible bidder as briefly outlined by Mr. Krus and that we reject the protest and approve the recommendation of the Bureau of Purchases."

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

Comptroller: "**NAY**"

President: "Please note the comptroller votes **NO**, the motion carries."



**MINUTES**

UPON MOTION duly made and seconded, the Board approved the foregoing informal awards and increases and Extensions to Contracts. The Mayor **ABSTAINED** on item no. 5. The Comptroller **ABSTAINED** on item 6. The Comptroller voted **NO** on item nos. 1 and 12.

**MINUTES**Dept. 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. 1001 S. Lakewood Avenue	1001 S. Lakewood Ave., LLC	Single face electric sign 5'5" x 8'2"
Annual Charge: \$140.60		
2. 901 Fawn Street	The Baltimore Guide	One Newspaper Box
Annual Charge: \$ 23.40		
3. 800 N. Charles Street	800 North Charles Limited Partnership	Retain awning 8'4" x 3 ½'
Annual Charge: \$ 83.97		

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

**MINUTES**

Department of General Services - Developer's Agreement No. 1294

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of developer's agreement no. 1294 with BCP Investors, LLC, developer.

**AMOUNT OF MONEY AND SOURCE:**

\$27,171.00

**BACKGROUND/EXPLANATION:**

The developer would like to install new water service to its proposed construction located in the vicinity of 3559 Boston Street. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A Letter of Credit in the amount of \$27,171.00 has been issued to BCP Investors, 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 the execution of the developer's agreement no. 1294 with BCP Investors, LLC, developer.

**MINUTES**Department of General Services - Consultant Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a consultant agreement with Bovaro Partners, LLC. The period of the agreement is July 27, 2012 to June 30, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$25,000.00 Energy Efficiency and Conservation Block Grant  
(ARRA Stimulus Fund)  
Account no. 9916-913900-9197-910025-703032

**BACKGROUND/EXPLANATION:**

The agreement with Bovaro Partners LLC is for a continuation of financial advisory analyses of various energy projects and investigation into biomass management practices in relation to financial issues.

The Board approved a contract with Bovaro Partners, LLC on July 27, 2011, with a term of one year, ending July 26, 2012. Planned analyses were not finished during the allotted time, and the Department is seeking a new contract for the remaining budget of \$25,000.00. Bovaro Partners, LLC is completing a financial analysis for renewable energy and real property projects. The firm is also investigating the inventory, management, disposal, and related financial issues concerning the City's biomass, including wood waste, leaves, and manure. A business analysis report is the deliverable.

The contract term requested is retroactive to July 27, 2012, because the sub-grantee, Bovaro Partners, LLC, was continuing with the analyses post the previous agreement's expiration date of July 26, 2012. The Department of General Service's Energy Office received an extension for the Federal ARRA stimulus Fund that allows an extension of the sub-grant with Bovaro Partners, LLC.

**MINUTES**

DGS - cont'd

The agreement is late because of miscommunications between the Energy Office and Bovaro Partners, LLC.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION**

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the consultant agreement with Bovaro Partners, LLC.

## MINUTES

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

**ACTION REQUESTED OF B/E:**

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

1. **JOHNS HOPKINS UNIVERSITY/BLOOMBERG SCHOOL** **\$30,000.00**  
**SCHOOL OF PUBLIC HEALTH, JOHNS HOPKINS**  
**CENTER FOR INJURY RESEARCH POLICY (JHCIRP)**

Account: 4000-486313-6051-352200-603020

The JHCIRP will work in partnership with the Baltimore City Head Start (BCHS) centers throughout the City. Interviews will be conducted with 12 representatives of the BCHS programs (six Directors and six Education Coordinators from St. Vincent DePaul, Union Baptist, Dayspring, Emily Price Jones, Metro Delta, and St. Jerome's). In partnership with BCHS, the JHCIRP will provide the following activities:

- conduct a document review of selected materials from BCHS and identify opportunities to better integrate or promote policies, environmental modifications, or educational programs to support the safety of BCHS children and their families,
- conduct site visits of the six BCHS programs that participated in the interviews using an assessment tool to broadly assess injury hazards, safety modifications and safety products in and around the selected Head Start Centers,
- invite each Head Start program within Baltimore City to schedule a visit from the Johns Hopkins Children are Safe (CARES) Safety Center. CARES educators (one fire educator and one safety educator) will provide educational tours of CARES, highlighting age appropriate safety messages for each of the 21 interactive and engaging exhibits on the mobile safety center, and

## MINUTES

MOHS - cont'd

- compile results from each of the above activities into a report for use by the MOHS on injury prevention recommendations, challenges and opportunities for the Baltimore City Head Start Program.

The period of the agreement is March 1, 2013 through June 30, 2013.

2. **THE BALTIMORE CHILD ABUSE CENTER, INC** **\$30,000.00**

Account: 4000-486313-6051-452200-603020

The organization will work in partnership with the Baltimore City Head Start (BCHS) Program to identify potential risks and provide recommendations that will strengthen the BCHS's child protection practices in Head Start Centers throughout the City.

The BCHS staff will have the ability to recognize signs of child abuse, minimize risk of an accusation to themselves and the BCHS, and effectively report abuse. The period of the agreement is April 1, 2013 through August 30, 2013.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION .**

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

**MINUTES**

Mayor's Office of - FY 2012 Continuum of Care (CoC)  
Human Services (MOHS) Grant Program - Grant Awards

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the following grant award agreements with the U.S. Department of Housing and Urban Development (HUD). The period of the agreement is February 1, 2013 for one year.

**AMOUNT OF MONEY AND SOURCE:**

\$18,632,861.00 is available to support program activities. Funds are accessible through wire transfer.

<u>Providers</u>	<u>Grant No.</u>	<u>Amount</u>
1. AIRS Shelter Plus Care Program CoCR	MD0016L3B011205	\$ 1,510,382.00
2. At Jacob's Well PHP CoCR	MD0018L3B011205	23,968.00
3. Beans and Bread Outreach Center CoCR	MD0074L3B011205	38,853.00
4. Booth House S.A.I.L. THP CoCR	MD0078L3B011205	158,511.00
5. Christopher Place THP CoCR	MD0028L3B011205	100,662.00
6. Collington Square THP CoCR	MD0036L3B011205	314,380.00
7. Cottage Avenue Community THP CoCR	MD0075L3B011205	56,401.00
8. Druid Heights THP CoCR	MD0092L3B011205	168,298.00
9. Frederick Ozanam House THP CoCR	MD0076L3B011205	109,156.00
10. GEDCO Harford House and Micah House SRO CoCR	MD0038L3B011205	104,006.00
11. GEDCO SPC Case Management CoCR	MD0043L3B011205	321,525.00
12. HealthCare Access Maryland, Inc. CoCR	MD0020L3B011205	169,830.00
13. Home Connections II Samaritan Project CoCR	MD0249L3B011203	411,391.00
14. Home Connections PHP CoCR	MD0077L3B011205	375,842.00
15. House of Ruth THP CoCR	MD0044L3B011205	256,539.00
16. HPRP Legal Service Project CoCR	MD0045L3B011205	115,622.00
17. JHR, Inc. Carrington House Expansion THP CoCR	MD0047L3B011205	497,959.00
18. JHR, Inc. Carrington House THP CoCR	MD0048L3B011205	218,102.00
19. JHR, Inc. Lighthouse 1 CoCR	MD0046L3B011205	103,831.00
20. JHR, Inc. Lighthouse 2 CoCR	MD0012L3B011204	102,959.00
21. Marian House PH CoCR	MD0051L3B011205	70,577.00
22. Marian House Serenity Place PHP CoCR	MD0052L3B011205	31,730.00
23. Marian House TAMAR 2 PHP CoCR	MD0060L3B011205	60,016.00



## MINUTES

	<u>Providers</u>	<u>Grant No.</u>	<u>Amount</u>
24.	Marian House TAMAR PHP CoCR	MD0063L3B011205	33,611.00
25.	Marian House S+C Expansion (formerly Mt. Calvary H. T. S+C) CoCR	MD0057L3B011205	51,444.00
26.	Marian House TAMAR S+C CoCR	MD0064L3B011205	590,698.00
27.	Marian House THP CoCR MOHS Homeward Bound Housing First Expansion	MD0053L3B011205	209,848.00
28.	PHP CoCR	MD0253L3B011202	66,937.00
29.	MOHS Housing First S+C CoCR	MD0019L3B011205	115,749.00
30.	MOHS HMIS Project CoCR	MD0021L3B011205	362,812.00
31.	MOHS Homeward Bound PHP CoCR	MD0022L3B011205	748,616.00
32.	My Sister's Place Lodge THP CoCR	MD0029L3B011205	303,127.00
33.	Newborn, Inc. Martha's Place CoCR	MD0058L3B011205	42,175.00
34.	People Encouraging People, Inc. Samaritan CoCR	MD0011L3B011203	604,349.00
35.	PHP CoCR	MD0034L3B011205	296,792.00
36.	Pratt House THP CoCR	MD0081L3B011205	111,109.00
37.	Project Based S+C CoCR	MD0023L3B011205	139,438.00
38.	Project BELIEVE PHP CoCR	MD0061L3B011205	117,074.00
39.	Project FRESH Start CoCR	MD0030L3B011205	100,165.00
40.	Project PLASE Medically Fragile SRO CoCR	MD0069L3B011205	75,411.00
41.	Project PLASE Medically Fragile THP CoCR	MD0066L3B011205	178,460.00
42.	Project PLASE Scattered Site PHP CoCR	MD0068L3B011205	240,498.00
43.	Project PLASE S+C CoCR	MD0065L3B011205	1,570,537.00
44.	REACH Combined CoCR	MD0027L3B011205	725,258.00
45.	Shelter Plus Care Case Management CoCR	MD0042L3B011205	34,995.00
46.	SHG, Inc. Lanvale Institute Residential TH CoCR	MD0070L3B011205	176,550.00
47.	Soup Plus Project CoCR	MD0050L3B011205	80,250.00
48.	Sponsor Based S+C CoCR	MD0016L3B011205	4,214,596.00
49.	St. Ambrose Housing Aid Center S+C CoCR	MD0073L3B011205	144,414.00
50.	St. Ambrose Housing Aid Center SHP CoCR	MD0071L3B011205	36,016.00
51.	Supportive Housing Project CoCR	MD0056L3B011205	341,470.00
52.	Tenant Based S+C CoCR	MD0033L3B011205	369,073.00
53.	WAR Responsibility Matters S+C CoCR	MD0040L3B011205	123,024.00
54.	WAR Responsibilities Matter PHP CoCR	MD0039L3B011205	74,461.00
55.	WHC Bennett House S+C CoCR	MD0088L3B011205	204,780.00
56.	WHC Bennett SRO CoCR	MD0082L3B011205	68,841.00

## MINUTES

<u>Providers</u>	<u>Grant No.</u>	<u>Amount</u>
57. WHC Calverton Residence PHP CoCR	MD0083L3B011205	56,924.00
58. WHC Family Scattered Site S+C CoCR	MD0087L3B011205	128,368.00
59. WHC Jenkins House Family Program CoCR	MD0013L3B011203	44,409.00
60. WHC Scattered Site Housing PHP CoCR	MD0084L3B011205	47,116.00
61. WHC Scattered Site Housing S+C CoCR	MD0085L3B011205	321,525.00
62. WHC Susanna Wesley House Family PHP CoCR	MD0086L3B011205	46,242.00
63. Wo CoCR	MD0089L3B011205	50,975.00
64. Women Accepting Responsibility, Inc. S+C CoCR	MD0090L3B011205	64,184.00
<b>Total</b>		<b>\$18,632,861.00</b>

**BACKGROUND/EXPLANATION:**

The application submitted by the MOHS on behalf of the City of Baltimore, in response to the 2012 Super Notice of Funding Availability (NOFA) has received final approval. Under the terms of the grant, funds will be awarded to the above-mentioned Providers to provide rental assistance, supportive housing, temporary housing, and other forms of shelter in conjunction with supportive services to the homeless population in the City. The approved awards are found in the Fiscal Year 2012 Continuum of Care Competition - Homeless Assistance Award Report. This is the official notice of the award from HUD to the respective awardees. Funds under the terms of the 2012 Continuum of Care program will be awarded to the above listed homeless service providers.

**MBE/WBE PARTICIPATION:**

MBE/WBE requirements will be included in the agreements with the City and the respective service providers.

## MINUTES

MOHS - cont'd

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

UPON MOTION duly made and seconded, the Board approved and  
authorized the execution of the foregoing grant award agreements  
with the U.S. Department of Housing and Urban Development

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

\* \* \* \* \*

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

1274 - 1286

to the low bidders meeting the specifications,  
or rejected bids on those as indicated  
for the reasons stated.

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

Item Nos. 3 and 4 have been **DEFERRED** for two weeks.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Water & Wastewater

1. WC 1261, On-Call/ Spiniello Companies \$7,373,325.00  
 Urgent Need Water  
 Infrastructure  
 Rehabilitation

<b>MBE:</b> Fallsway Construction Co., LLC	\$ 175,000.00	2.37%
W.C.S. Hughes, Inc.	200,000.00	2.71%
M. Luis Construction Co., Inc.	805,000.00	10.92%
	<u>\$1,180,000.00</u>	<u>16.00%</u>

**WBE:** R&R Contracting Utilities, Inc. \$445,000.00 6.03%

**MWBOO FOUND VENDOR IN COMPLIANCE**2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$4,815,084.04	9960-909100-9558	
Water Revenue	Construction Reserve	
Bonds	Water Infrastructure	
	Rehab	
3,218,360.00	9960-904689-9558	
Water Revenue	Construction Reserve	
Bonds	Water Urgent Needs	
1,699,344.96		
County Appropria-		
tion		
<u>\$9,732,789.00</u>		
\$ 737,332.50	-----	9960-910720-9557-2
		(Extra Work)
737,332.50	-----	9960-910720-9557-3
		(Engineering)
442,399.50	-----	9960-910720-9557-5
		(Inspection)
7,373,325.00	-----	9960-910720-9557-6
		(Construction)
442,399.50	-----	9960-910720-9557-9
<u>\$9,732,789.00</u>		(Administration)

The funds are required to cover of the award of WC 1261,  
 Urgent Need Water Infrastructure Rehab.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Water & Wastewater

3. SC 889, Dundalk Wastewater Pumping Station Force Main Replacement Metra Industries, Inc. \$6,157,810.00

**MBE:** Machado Construction Company, Inc. \$616,000.00 10.00%

**WBE:** R&R Contracting Utilities, Inc. \$185,000.00 3.00%

**MWBOO FOUND VENDOR IN COMPLIANCE**

**A PROTEST WAS RECEIVED FROM AMERICAN INFRASTRUCTURE-MD, INC.  
A SUPPLEMENTAL PROTEST HAS BEEN RECEIVED FROM AMERICAN  
INFRASTRUCTURE-MD, INC.**

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$4,861,541.61	9956-902755-9549	
Wastewater	Construction Reserve	
Revenue Bonds	Dundalk Avenue	
3,266,767.39	PS Force Main	
County Appropria-		
tions		
<u>\$8,128,309.00</u>		
\$ 615,781.00	-----	9956-911755-9551-2
		(Extra Work)
615,781.00	-----	9995-911755-9551-3
		(Design)
369,468.50	-----	9956-911755-9551-5
		(Inspection)
6,157,810.00	-----	9956-911755-9551-6
		(Construction)
369,468.50	-----	9956-911755-9551-9
<u>\$8,128,309.00</u>		(Administration)

This transfer is for the award of SC 889, Dundalk Wastewater Pumping Station Force Main Replacement.

COON & COLE, LLC  
ATTORNEYS AT LAW  
401 WASHINGTON AVENUE, SUITE 501  
TOWSON, MARYLAND 21204

CURTIS C. COON\*, P.C.  
Direct Dial: 410-630-4425  
cccoon@ccclaw.net

Telephone (410) 244-8800  
Facsimile (410) 825-5941

---

KATHERINE EARLS BUKOWSKY  
COLIN J. CASLER  
ZACHARY J. A. COON  
CARA L. HERMAN

DAVID H. COLE, P.C.

\* Admitted in MD and DC

April 9, 2013

**VIA HAND DELIVERY**

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

Procurement Officer for Sanitary Contract No. 889  
c/o Rudolph S. Chow, P.E., Head  
Bureau of Water and Wastewater  
Department of Public Works  
600 Abel Wolman Municipal Building  
Baltimore, Maryland 21202

Attn: Tara Macer  
Department of Public Works, Contract Administration  
200 N. Holliday Street, Room 1105  
Baltimore, Maryland 21202  
**Also Sent Via E-mail:** tara.macer@baltimorecity.gov

Attn: Denise Lewis, Lorenzo Bellamy, Alexander Cleaver  
Comptroller, City of Baltimore  
100 N. Holliday Street, Suite 204  
Baltimore, Maryland 21202

Re: **City of Baltimore, Dept. of Public Works, Sanitary Contract No. 889;  
Protest of Rejection of Bid and/or Request for Award of Contract**

Dear Sirs/Madams and Honorable Members of the Board of Estimates:

This office represents the interests of American Infrastructure-MD, Inc. (“AI-MD”), 2011 Belair Road, Fallston, Maryland 21047, the apparent low bidder on the above-referenced contract (the “Contract”). AI-MD submitted its bid (the “Bid”) on or about December 12, 2012. The primary purpose of this letter is to serve as a formal protest to the suggested rejection of AI-MD’s Bid on the Contract, pursuant to COMAR § 21.10.02.02 *et seq.*, as well as to request for the City of Baltimore (the “City”) to allow my client to substitute Powell’s Trucking Company, Inc. (“Powell”) in the place of C. Jones Trucking, LLC (“C. Jones”) and to afford my client any further relief as the circumstances may require.

### **Relevant Facts**

#### **I. AI-MD’s Bid**

Following receipt of the City’s invitation for bids (the “IFB”) for the Contract, my client timely submitted its Bid for the total proposed contract price of \$6,121,212.00. Upon the unsealing of all submitted bids, the City represented to my client on or about Dec. 12, 2012, that AI-MD was the apparent low bidder. According to my client’s records, the lowest bidders are as follows<sup>1</sup>:

AI-MD:	\$6,121,212.00
Metra:	\$6,157,810.00
Northeast Remsco:	\$7,689,721.00

My client’s Bid included three proposed minority business enterprise (“MBE”) subcontractors, each of which my client believed in good faith was MBE-certified, as follows:

C. Jones Trucking, LLC:	\$ 29,200.00	(0.48% of Bid price)
G.E. Frisco Company, Inc.:	\$153,000.00	(2.50% of Bid price)
Machado Construction Co., Inc.:	<u>\$430,000.00</u>	(7.02% of Bid price)
	\$612,200.00	

The aggregate MBE percentage in my client’s Bid was just above the 10.00% MBE required by IFB p. 004000-20. Each of those subcontractors (including C. Jones Trucking, LLC) signed a Statement of Intent, stating that, “The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women’s Business Opportunity Office to perform the work described above.” C. Jones signed its Statement of Intent on or about November 28, 2012, marked as **Exhibit 1**.

Prior to signing each Statement of Intent, my client performed its due diligence and verified with the City’s records whether each proposed MBE subcontractor was in fact MBE-certified with the City. In doing so, it discovered – prior to submitting its bid – that C. Jones was

<sup>1</sup> Upon information and belief, only three contractors submitted bids to the City.



listed on the City's online database as having been a qualified MBE with an "expired" MBE certification. Promptly following that discovery, AI-MD called C. Jones and advised it of the apparent expiration. In response, C. Jones made repeated representations to my client that C. Jones' MBE certification was not expired but had been renewed, and that the City's website had simply not been updated yet to reflect it. C. Jones told my client that this issue had come up on at least one other City project and that it had been favorably sorted out. C. Jones' representations seemed plausible because it was approved as an MBE by the Maryland Department of Transportation ("MDOT") and because my client was aware that C. Jones was presently working as an MBE subcontractor on at least one ongoing City project.

After having performed that due diligence, and reasonably relying in good faith on the repeated representations of C. Jones, my client completed the Statement of Intent and timely submitted its Bid.

## **II. The Unsealing of the Bids**

The City unsealed the bids on or about December 12, 2012. Approximately one month later, the City informally told my client that it was questioning C. Jones' MBE certification. The City did not state whether that amounted to a rejection of AI-MD's Bid. In response, I requested via letter on Jan. 22, 2013, that the City review C. Jones' record to confirm C. Jones' MBE certification status, based on the above-referenced representations that C. Jones had made to my client. The City responded, assuring AI-MD that C. Jones' MBE certification had expired, but the City did not articulate the reasons therefor, nor did the City declare whether it was accepting AI-MD's Bid despite the alleged deficiency, granting AI-MD an opportunity to cure the alleged deficiency or outright rejecting AI-MD's Bid.

## **III. The Requested Substitution**

In light of realizing that it was misled by C Jones Trucking, on Jan. 28, 2013, my client requested via letter that the City allow AI-MD to substitute Powell for C. Jones, because Powell, a certified MBE (its certification was enclosed therewith and is also attached hereto), would do the subcontract work for the same price as C. Jones, thus keeping AI-MD's MBE participation percentage at or above 10%.

## **IV. Status of the Bids**

AI-MD has not received any formal acceptance or rejection of its request to substitute Powell. As of Monday, April 8, the City has orally informed my client that it is rejecting AI-MD's Bid, and that it needs to file the instant protest letter.

As of the date hereof, AI-MD has not received a determination as to its request to approve AI-MD's request for the substitution of Powell.

## **V. Other Relevant Facts**

AI-MD has been awarded, and is performing, City Contract No. TR 08046 (Rehabilitation of Broening Highway from Holabird Avenue to Colgate Creek), which joins the work covered by the instant Contract. The City will realize additional efficiency (cost and/or time savings) in the administration of the instant Contract if AI-MD is the general contractor for both projects.

#### **VI. How AI-MD will be Harmed by Bid Rejection**

If its Bid is rejected, AI-MD will be harmed by lost business revenue and profits, and it will miss another opportunity to serve the City with its efficient skills and extensive experience. AI-MD will essentially be punished for attempting to work with and understand the position of a certified MBE as to its status, whereas the City should encourage contractors to cooperate with certified MBEs.

#### **VII. Relevant Documents**

In support hereof, AI-MD encloses herewith a set of documents relevant to this dispute, which are marked as **Exhibits 2** through **5**. Those documents, which are true and accurate copies of their originals, are incorporated by reference as though more fully set forth herein.

#### **Argument**

##### **I. AI-MD's Bid Should be Accepted**

Pursuant to COMAR § 21.05.02.13, the City shall award the Contract to the lowest responsible and responsive bidder (or the bidder who has the most favorable evaluated bid price).

##### **II. The City Should Allow AI-MD to Substitute Powell for C. Jones.**

###### **A. Substitution is Allowed as a Bid Modification or Amendment**

COMAR allows for modifications of bid and/or amendment of the MBE participation schedule **after** bids are opened and before the contract is awarded. *See* COMAR §§ 21.05.02.10, 21.11.03.12. The substitution requested by AI-MD is akin to those sorts of corrective measures and should, therefore, be allowed.

Similar to COMAR § 21.11.03.12, immediately upon determining that C. Jones was ineligible as an MBE, AI-MD provided written notice to the Procurement Officer of its request for substitution. In so doing, AI-MD provided the information required under §21.11.03.12(C)(1)-(3)<sup>2</sup>, namely: (1) the name of the substitute (Powell); (2) a description of the

---

<sup>2</sup> Subsection 4 of that regulation ("A full description of the bidder's or offeror's efforts to substitute another certified MBE subcontractor to perform the work that the unavailable or ineligible certified MBE subcontractor would have

work to be performed by it (the work previously assigned to C. Jones); and (3) the percentage of the Contract to be paid to the substitute (0.48%).

AI's reliance on C. Jones being a certified MBE was justified under all the circumstances. The alleged deficiency with the Bid occurred as an honest mistake, despite AI-MD's due diligence and best efforts. AI-MD discovered the allegedly "expired" status of C. Jones' MBE certification on the City's website. However, AI-MD relied in good faith upon the repeated representations of C. Jones that it had renewed its certification but that the City's website was inaccurate. AI-MD relied in good faith upon C. Jones' representations that it had encountered this issue before and that it had been resolved. Moreover, C. Jones' representations seemed credible in light of AI-MD's understanding that C. Jones was then serving on at least one City project as an MBE and that C. Jones had current MBE certification through MDOT. AI-MD's abundant good faith is evidenced also by its response to the City questioning the MBE certification of C. Jones; the undersigned's previous letter confirms AI-MD's good-faith reliance, and once AI-MD became satisfied that C. Jones had not proven it had renewed its certification, AI-MD immediately located a substitute subcontractor (Powell).

Unlike an amendment that is merely camouflage for a wholesale detour, the requested substitution is **merely swapping out one proposed subcontractor for another**. It is not affecting the overall MBE participation percentages, which in aggregate remain at 10%, nor is it affecting the overall Bid price, which is still the lowest of all submitted bids. No other bidder has complained to the City regarding this alleged deficiency. All of the foregoing facts show that there is no prejudice in allowing AI-MD to substitute Powell into its Bid.

Additionally, the City would realize greater efficiency in the administration of this Contract if it awards it to AI-MD because AI-MD is also the general contractor of Contract No. TR 08046. Having the same contractor on both projects would save duplicative efforts and would streamline the City's communication with the contractors on both projects and maximize the coordination between the projects, while minimizing the risk of delay.

## **B. AI-MD Should Have Opportunity to Cure Alleged Deficiency**

COMAR § 21.05.02.12(A) allows for the City to either waive a deficiency or grant the bidder an opportunity to cure it, if the deficiency amounts to a technicality or minor irregularity, if it is in the State/City's advantage to do so.

Here, the only alleged deficiency is the inclusion of C. Jones, a subcontractor whose MBE certification had allegedly expired. The MBE participation percentage attributable to C. Jones was only 0.48% of the overall Bid price – a mere \$29,200.00 on a \$6,121,212.00 Contract. The proportion of C. Jones' proposed work to the overall Contract is, by definition, "minor." C. Jones' alleged ineligibility to serve as an MBE subcontractor on this project is caused by a technicality (a certification that allegedly expired about 10 months before the bids were opened).

---

performed") seems inapplicable to this case because, here, AI-MD was successful in finding a substitute subcontractor.

The proportion of C. Jones' proposed work to the overall Contract is, by definition, "minor." C. Jones' alleged ineligibility to serve as an MBE subcontractor on this project is caused by a technicality (a certification that allegedly expired about 10 months before the bids were opened). Further, C. Jones' allegedly lapsed MBE certification seems more "technical" in light of the apparent fact that C. Jones was still MBE-certified by the Maryland Department of Transportation ("MDOT") and was still performing one or more contracts on behalf of the City as an MBE.

AI-MD should be given an opportunity to cure the alleged deficiency because it has already proven that it can do so seamlessly. AI-MD's Jan. 29<sup>th</sup> request for substitution makes clear that Powell is an MBE-certified subcontractor that can perform the work previously assigned to C. Jones, at the same price – with no interruption on the project and without prejudice to any other bidder.

For the foregoing reasons, it is advantageous for the City to allow AI-MD to cure the alleged deficiency by substituting Powell into its Bid.

### **III. Alternatively, the City May Waive the Alleged Deficiency.**

In the alternative, there exist at least two independent grounds for the City to waive the alleged deficiency.

First, COMAR § 21.05.02.12(A) allows for such a waiver upon a showing that the deficiency amounts to a technicality or minor irregularity (see *supra*).

Second, COMAR § 21.11.03.11 allows the City to waive the contract goal for each certified MBE classification, or to waive the overall MBE contract goal. The correspondence from AI-MD to the City, taken *in toto* with the contents of this letter, satisfy the requirements of § 21.11.03.11. The facts of this case reasonably demonstrate that the certified MBE goal was not obtained, due to an irregularity based not on AI-MD's conduct, but on the conduct of a recognized MBE, C. Jones – an irregularity that AI-MD subsequently has remedied. This waiver is in the City's best interest because the proposed substitution would allow the City to pay the lowest price for a responsive and responsible Contract that meets the 10% MBE goal.

***[Requested relief appears on the following page]***

**Conclusion**

For the foregoing reasons, AI-MD requests that the City take the following action:

1. Accept AI-MD's request for substitution of Powell's Trucking Company, Inc. for C. Jones Trucking, LLC in AI-MD's Bid;
2. Accept AI-MD's bid; and
3. Award the Contract to AI-MD.

Very truly yours,



Curtis C. Coon

w/permission ZJAC

CCC/zjac  
Enclosures

cc: Richard W. Dungan, P.E.



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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE-MD, INC.  
Name of MBE or WBE: C. Jones Trucking

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 29,200.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.48 %

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

African American ..... % Asian American ... %

Hispanic American .... % Native American.. %

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

Signature of Prime Contractor (REQUIRED)

Date

Signature of MBE or WBE (REQUIRED)

Date

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

B-5





## 00 40 00 SCHEDULE OF PRICES

## 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 DOLLARS . CTS	AMOUNTS DOLLARS . CTS
101	LUMP SUM	MOBILIZATION Six Hundred FIFTY THOUSAND AT SEVEN HUNDRED TWENTY TWO LUMP SUM DOLLARS	650,722 00	650,722 00
102	LUMP SUM	MAINTENANCE OF TRAFFIC AT Eighty Thousand Dollars LUMP SUM	80,000 00	80,000 00
103	LUMP SUM	ENGINEER'S OFFICE NO. 2. AT FIFTY THOUSAND Dollars LUMP SUM	50,000 00	50,000 00
104	LUMP SUM	TEMPORARY BYPASS PUMPING AND FLOW DIVERSION AT PUMPING STATION AND CHARLOTTE AVE. JUNCTION CHAMBER AT Two Hundred FIFTY THOUSAND LUMP SUM DOLLARS	250,000 00	250,000 00
105	LUMP SUM	CONSTRUCTION STAKEOUT AT Twenty THOUSAND Dollars LUMP SUM	20,000 00	20,000 00
106	300	TEMPORARY CHAIN LINK FENCE AT TEN Dollars PER LINEAR FOOT	10 00	3000 00

EXHIBIT

2

Tables

# 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 INFORMATIONS 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
107	500	CONTINGENT TEMPORARY ORANGE CONSTRUCTION FENCE AT <u>Four Dollars</u> PER LINEAR FOOT	4	00	2000	00

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 INFORMATIONS CONCERNING THESE

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
201	50	TEST PIT EXCAVATION AT <u>Two Hundred Dollars</u> PER CUBIC YARD	200	00	10,000	00
202	LUMP SUM	DEMOLITION OF EXISTING PIPING, VAULTS, WALLS, AND FOUNDATIONS AND MISCELLANEOUS WORK AROUND THE PUMPING STATION AT <u>Two Hundred Thousand Dollars</u> LUMP SUM	200,000	00	200,000	00
203	50	CONTINGENT REMOVAL AND DISPOSAL OF CONTAMINATED SOIL AT <u>One Hundred Dollars</u> PER TON	100	00	5,000	00
204	5	CONTINGENT PUMPING AND TREATMENT OF CONTAMINATED WATER AND LIQUID AT <u>One Thousand Dollars</u> PER 1000 GALLONS	1000	00	5,000	00

## 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 INFORMATIONS 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
301	800	CONTINGENT EXCAVATION FOR INCIDENTAL CONSTRUCTION BELOW SUBGRADE (CLASS 3) AT <u>Forty Dollars</u> PER CUBIC YARD	40	00	32,000	00
302	100	CONTINGENT STABILIZED FLOWABLE FILL AT <u>ONE HUNDRED TEN Dollars</u> PER CUBIC YARD	110	00	11,000	00
303	800	CONTINGENT SELECT BACKFILL USING CRUSHER RUN AGGREGATE CR-6 AT <u>Fifty Five Dollars</u> PER CUBIC YARD	55	00	44,000	00
304	2140	CONTINGENT SELECT BACKFILL USING NO. 57 AGGREGATE AT <u>Fifty Dollars</u> PER CUBIC YARD	50	00	107,000	00
305	6,000	CONTINGENT TRENCH BACKFILL USING AASHTO CLASSIFICATION A-2-4 SOIL AT <u>THIRTY FIVE Dollars</u> PER CUBIC YARD	35	00	210,000	00

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
401	500	CONTINGENT REINFORCING STEEL BARS - ANY SIZE AT <u>One Dollar</u> PER POUND	1	00	500	00
402	50	CONTINGENT CONCRETE - MIX NO. 3 AT <u>Five Hundred Fifty Dollars</u> PER CUBIC YARD	550	00	27,500	00
403	50	CONTINGENT CONCRETE - MIX NO. 1 AT <u>Four Hundred Dollars</u> PER CUBIC YARD	400	00	20,000	00

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 INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS	DOLLARS	CTS
501	3,100	6-IN. SUB-BASE USING GRADED AGGREGATE BASE (GAB) AT <u>EIGHT DOLLARS</u> PER SQUARE YARD	8	00	24,800	00
502	330	9-IN. SUB-BASE, USING GRADED AGGREGATE BASE (GAB) AT <u>FIFTEEN DOLLARS</u> PER SQUARE YARD	15	00	4,950	00
503	220	HOT MIX ASPHALT SUPERPAVE BASE COURSE (PG64-22, LEVEL 2, 19.0 MM) AT <u>ONE HUNDRED DOLLARS</u> PER TON	100	00	22,000	00
504	240	HOT MIX ASPHALT SUPERPAVE SURFACE COURSE (PG76-22, LEVEL 2, 12.5 MM) AT <u>ONE HUNDRED TWENTY DOLLARS</u> PER TON	120	00	28,800	00
505	1,300	PORTLAND CEMENT REINFORCED CONCRETE PAVEMENT FOR TRENCH REPAIR - MIX NO. 6 AT <u>FOUR HUNDRED DOLLARS</u> PER CUBIC YARD	400	00	520,000	00
506	2700	GRINDING OF BITUMINOUS SURFACING MATERIAL - 2.0 INCHES DEPTH AT <u>FOUR DOLLARS</u> PER SQUARE YARD	4	00	10,800	00

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 INFORMATIONS 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
601	400	CURB AND CURB & GUTTER REPLACEMENT- ALL TYPES AT <u>FIFTY DOLLARS</u> PER LINEAR FOOT	50	00	20,000	00
602	1,200	5-INCH CONCRETE SIDEWALK AT <u>TWELVE DOLLARS</u> PER SQUARE FOOT	12	00	14,400	00

## 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 INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND

[illegible]



## 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 INFORMATIONS 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
801	LUMP SUM	36-INCH PLUG VALVES AND VAULT AT <u>FIVE HUNDRED THOUSAND DOLLARS</u> LUMP SUM	500,000	00	500,000	00
802	LUMP SUM	30-INCH FLOW METER, ENTRY PORT, AND VAULT AT <u>ONE HUNDRED THOUSAND DOLLARS</u> LUMP SUM	100,000	00	100,000	00
803	LUMP SUM	GRAVITY SEWER JUNCTION CHAMBER AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	80,000	00	80,000	00
804	3,550	36-INCH DIP SANITARY SEWER FORCE MAIN AND FITTINGS <u>FIFTY</u> AT <u>FOUR HUNDRED SEVENTY DOLLARS</u> PER LINEAR FOOT	<del>450</del> 470	00	<del>1,597,500</del> 1,668,500	00
805	750	48-INCH RCP CLASS 4 SANITARY SEWER AT <u>FIVE HUNDRED TWENTY DOLLARS</u> PER LINEAR FOOT	520	00	390,000	00
806	57	STANDARD SANITARY MANHOLES AT <u>THIRTEEN HUNDRED DOLLARS</u> PER VERTICAL FOOT	1300	00	74,100	00

## 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 INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.

807	938	8-INCH DIP CLASS 54 WATER MAIN AT <u>One Hundred Forty Five Dollars</u> PER LINEAR FOOT	145 00	136,010 00
808	3	8-INCH VALVE AND ROADWAY BOX AT <u>Six Thousand Dollars</u> PER EACH	6000 00	18,000 00
809	260	REPLACE AND RECONNECT WATER SERVICES - ALL SIZES AT <u>One Hundred Forty Dollars</u> PER LINEAR FOOT	140 00	36,400 00
810	100	BURIED ELECTRICAL CONDUIT, 2-INCH PVC SCH 80 AT <u>Twenty Two Dollars</u> PER LINEAR FOOT	22 00	2200 00
811	LUMP SUM	ELECTRICAL WORK - PUMPING STATION AND VAULTS AT <u>Fifty Thousand Dollars</u> LUMP SUM	50,000 00	50,000 00
812	168	48-INCH STEEL CASING PIPE - DIRECT BURIAL AT <u>Five Hundred Dollars</u> PER LINEAR FOOT	500 00	84,000 00

## 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
813	92	BORE AND JACK 54-INCH STEEL CASING PIPE AT <u>SIXTEEN THOUSAND DOLLARS</u> PER LINEAR FOOT	1600	00	147,200	00
814	LUMP SUM	AIR RELEASE VALVE AND VAULT AT <u>Forty Thousand Dollars</u> LUMP SUM	40,000	00	40,000	00
815	LUMP SUM	REMOVE AND REPLACE PUMPING STATION INTERIOR DISCHARGE PIPING, AIR RELEASE VALVE, AND REPAIR FOUNDATION WALL AT <u>Fifty Thousand Dollars</u> LUMP SUM	50,000	00	50,000	00
816	130	RELOCATE 3-INCH WATER SERVICE TO PUMPING STA. AT <u>Sixty Five Dollars</u> PER LINEAR FOOT	65	00	8450	00
817	LUMP SUM	TEMPORARY RELOCATION AND REINSTALLATION OF EXTERIOR FANS AND DUCTS, CHAIN LINK FENCE AND RESTORE CONCRETE SLABS AND GRAVEL SURFACE AT <u>FIFTEEN THOUSAND DOLLARS</u> LUMP SUM	15,000	00	15,000	00
818	260	6-INCH SANITARY SEWER HOUSE CONNECTIONS AND INSERTA TEES IN 48-INCH SEWER AT <u>One Hundred Sixty Dollars</u> PER LINEAR FOOT	160	00	41,600	00

## 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 INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE DOLLARS . CTS	AMOUNTS DOLLARS . CTS
819	LUMP SUM	CORROSION PROTECTION FOR DUCTILE IRON FORCE MAIN AND WATER MAINS AT <u>ONE HUNDRED FORTY THOUSAND DOLLARS</u> LUMP SUM	140,000 00	140,000 00
820	72	6-INCH DIP CLASS 54 WATER MAIN AT <u>ONE FORTY DOLLARS</u> PER LINEAR FOOT	140 00	10,080 00
821	20	30-INCH DIP SANITARY SEWER FORCE MAIN AND FITTINGS AT <u>TWO THOUSAND DOLLARS</u> PER LINEAR FOOT	2000 00	40,000 00
822	4	6-INCH VALVE AND ROADWAY BOX AT <u>ONE THOUSAND ONE HUNDRED DOLLARS</u> PER EACH	1100 00	4400 00
823	LUMP SUM	FORCE MAIN ENTRY PORT TEE AND VAULT AT <u>FIFTY THOUSAND DOLLARS</u> LUMP SUM	50,000 00	50,000 00

824	20	6-INCH SCHEDULE 40 PVC ROOF DRAIN AT <u>NINETY DOLLARS</u> PER LINEAR FOOT	90 00	1000 00	
ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE DOLLARS . CTS	AMOUNTS DOLLARS . CTS	
TOTAL BID		IN WRITTEN WORDS (USING THE FOLLOWING ITEMS) 101-107, 201-204, 301-305, 401-403, 501-506, 601-602, 701, 801-824			
		Six Million One Hundred Twenty One Thousand Two Hundred Twelve Dollars		6,121,212 00	

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE-MD, INC.  
Name of MBE or WBE: C. Jones Trucking

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

LOCAL TRUCKING

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 29,200.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.48 %

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

African American ..... % Asian American... %

Hispanic American .... % Native American.. %

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

Signature of Prime Contractor (REQUIRED)

Date

Signature of MBE or WBE (REQUIRED)

Date

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

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD, INC  
Name of MBE or WBE: Psyche Recycling & Hauling, Inc.

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

HAULING

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 183,700.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 3.00 %

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

African American ..... % Asian American ... %

Hispanic American ..... % Native American .. %

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

Signature of Prime Contractor (REQUIRED)

Date

Babara Bay  
Signature of MBE or WBE (REQUIRED)

Date

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

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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD INC  
Name of MBE or WBE: G.E. Fritsco Company, Inc

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

Supplier

Materials/Supplies to be furnished by MBE or WBE:

CONSTRUCTION MATERIAL SUPPLIES

Subcontract Amount: \$ 153,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 2.50 %

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

African American ..... % Asian American ... 1 %

Hispanic American ... % Native American... %

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

Signature of Prime Contractor (REQUIRED)

Date

Signature of MBE or WBE (REQUIRED)

Date

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



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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD, INC.  
Name of MBE or WBE: Machado Construction Co., Inc.

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

Materials/Supplies to be furnished by MBE or WBE:

READY MIX CONCRETE

Subcontract Amount: \$ 430,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 7.02 %

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

African American ..... % Asian American ... %

Hispanic American .... % Native American.. %

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

[Signature]  
Signature of Prime Contractor (REQUIRED)

12/12/12  
Date

[Signature]  
Signature of MBE or WBE (REQUIRED)

12/10/2012  
Date

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

### MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 10% and the WBE goal of 3% for the contract shown at the top of this page. Contractor has achieved the following participation:

MBE-\$ 612,200.00 or 10 % and WBE-\$ 193,700.00 or 3 % of the total contract amount which is \$ 6,121,212.00.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

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

I understand that, if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

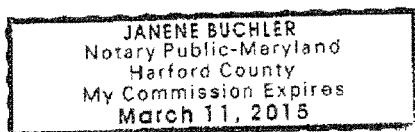
American Infrastructure MD, Inc.  
Contractor Company Name

Richard W. Dungen  
Signature

P.O. Box 278, Fallston, MD 21047  
Address

Richard W. Dungen VP/GM  
Print Name and Title

Sworn and subscribed before me this 12<sup>th</sup> day of December in the year 2012.



Janene Buchler  
Notary Public

B-6

C. **BALTIMORE APPRENTICESHIP TRAINING PROGRAM**

**MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND**

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

BID FORM

Contracting Agency **DPW - BUREAU OF WATER AND WASTEWATER**

Contract (Project Title) **DUNDALK WASTEWATER PUMPING STATION FORCE MAIN  
REPLACEMENT**

Scheduled Bid Due Date **December 13<sup>th</sup> 2012**

**THIS APPRENTICE TRAINEE FORM IS DUE WITH THE BID.**

FOR MORE INFORMATION ABOUT THIS FORM OR ASSISTANCE, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)  
100 N. Holliday Street, Rm. 101  
Baltimore, MD 21202  
(410) 396-4355  
Shirley A. Williams, Chief  
MWBOO (12/00)

**MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND**

**THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)**

**PART I.**

The City of Baltimore has established an Apprenticeship Trainee Program which requires all bidders on City Construction Projects costing \$1,000,000.00 dollars or more to participate in an Apprenticeship/OJT Training Program certified by the State of Maryland.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeymen who, in the natural course of events will leave the workforce.

The bidder, shall commit to use its best efforts to meet the BATP requirements set forth in these contract documents. If awarded this contract, the bidder shall notify each firm with which the bidder proposes to contract, of the BATP requirements and make these requirements a material part of the subcontract where appropriate.

The bidder hereby designates:

NAME Nathan Brenneman  
TITLE HR/Safety Director  
PHONE # 410-879-3055

as the person who has been charged by the bidder with the responsibility for carrying out and reporting the bidders compliance with this program.

Page 2

1. The Bidder shall use its best efforts to comply with the BAT Program requirements set forth in these contract documents. Failure to implement and carry out the BAT Program requirements set forth in these contract documents shall be a material breach of this contract and grounds for termination of the contract.

2. The contractor shall prepare and submit to the contracting agency a plan for apprentice participation together with the construction schedule. The agency engineer shall designate the number of trainees and hours to be utilized and the area in which the trainees are to be required.

A. The draft construction schedule submitted to the contracting agency shall include a copy of the state certified apprentice/ojt program in which the bidder is participating, required labor resources by trade in order to determine the availability of apprentice opportunities, and a trade breakdown of anticipated participation by apprentices. The construction schedule and any updates shall include the apprentice participation by trade.

B. Apprentice participation shall be distributed throughout each technical discipline or trade designated by the engineer.

C. The contracting agency will review and approve the apprenticeship participation plan and forward a copy of the approved plan to MWBOO.

D. Goals for trainees will be based on the contractor's current utilization (Exhibit I in the contract document) and the availability of minorities and females in specified trade areas as indicated in the publication of the Maryland Department of Labor, Licensing and Regulation, Office of Labor Market Analysis and Information.

E. The specific efforts proposed to be undertaken by the contractor or its subcontractors if additional efforts are required to implement the BAT Program.

F. With each progress payment request, the contractor shall submit a BAT Program Report (AA2A) and a written projection for the following month of Apprentice hourly participation by trade.

G. The BAT Program participation plans shall apply to all change orders and extra work orders.

H. Requests for modifications or amendments of the contractors must be submitted to the contracting agency with copies to MWBOO.

The contractor will receive a written response to the request.

Page 3

**PART II. AFFIDAVIT**

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.
2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.
3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.
4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.
5. The bidder agrees to submit all forms as required in Part I& III of this document.

American Infrastructure-MD, Inc.  
Name of Bidder

Dundalk Wastewater Pumping  
Station & Force Main Replacement  
Name of Project Contract

By Richard W. Dungan

Title VP/GM

Date 12/12/12

Page 4

I hereby certify that on this 12<sup>th</sup> day of December 2012, before me the subscriber, a Notary Public of the State of MARYLAND, in and for HARFORD City or County, personally appeared Richard W. Dungan who acknowledged himself-herself to be the (title) Vice President/General Manager of (company) American Infrastructure-MD, Inc. and being duly authorized, executed the foregoing affidavit for the purposes and uses therein contained.

Janene Buchler  
Signature of Notary Public

3/11/15  
My Appointment Expires

(SEAL)

JANENE BUCHLER  
Notary Public-Maryland  
Harford County  
My Commission Expires  
March 11, 2015

**THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)**

**INSTRUCTIONS**

**Part III**

**I. Advertisement for Construction Bids (Contracting Agency)**

All bid advertisements for construction projects where the cost is estimated to be \$1,000,000.00 or more shall include the following language:

"The City of Baltimore has established an apprentice participation program requirement for this contract."

**II. Bid Documents**

All bid documents where the cost of the bid is estimated to be \$1,000,000.00 or more shall include the BATP BID FORM unless otherwise determined by the agency engineer.

**The BATP Bid Form Must Be Submitted With The Bid.**

**III. Pre-Bid Conference**

If there is a pre-bid conference, an MWBOO Compliance Representative shall be present to discuss the BAT Program.

**IV. The following forms must be submitted as indicated.**

A. The Plan for the Apprenticeship Participation must be completed and submitted for each area of training as designated by the agency engineer before the notice to proceed is issued.

B. The Maryland Apprenticeship Agreement forms must be submitted with each Progress Payment request to the contracting agency or as new trainees are hired.

C. With each progress payment request, the prime contractor must submit the MWBOO AA2 and AA2A to the contracting agency.

D. If an apprentice is terminated, the contracting agency shall be informed within 10 working days. A new Apprentice Agreement form on the replacement trainee should be attached.

E. MWBOO forms AA1 and 1A shall be submitted semi-annually on June 30<sup>th</sup> and December 31<sup>st</sup> of each year to the contracting agency.



## ATTACHMENT

### V. Penalties and Sanctions

A. A determination by the Board of Estimates after recommendation by the Minority and Women's Business Opportunity Office (MWBOO) that the contractor has failed to comply with any portion of the BATP rules as herein provided and described, or its approved apprenticeship plan, shall subject the offending party to any or all of the following:

1. suspension of contract;
2. withholding of funds;
3. rescission of contract based upon a material breach of contract;
4. disqualification of a bidder, contractor for a period of not to exceed two years;
5. payment of liquidated damages.

B. Violation; disqualification. It is a violation of this program to:

1. Willfully falsify, conceal or cover up by a trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations or make use of any false, fictitious or fraudulent statement or entry.
2. Willfully obstruct, impede, or attempt to obstruct or impede any authorized official or employee who is investigating the validity of any activity under the BATP.

BALTIMORE APPRENTICE TRAINEE PROGRAM TRAINEE REVIEW PROJECT NUMBER: SANITARY CONTRACT NO. 889

DATE: \_\_\_\_\_

PROJECT NAME: DUNDALK WASTEWATER PUMPING STATION FORCE MAIN REPLACEMENT

CONTRACTOR: \_\_\_\_\_

TRAINEE'S SUPERVISOR: \_\_\_\_\_

CONTRACTOR'S EEO OFFICER: \_\_\_\_\_

Name	Race	Classification	Rqd. Prog. Hrs.	Actual Training for the Month	Actual Training Hours to Date	Min. Rate	Pres. Rate	Jrny. Rate
1. _____	_____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____	_____	_____	_____

Signed: \_\_\_\_\_

To Be Submitted With Each

Payout Request by the Subcontractor

to the Prime Contractor

Date: \_\_\_\_\_

## CITY OF BALTIMORE

## SEMI ANNUAL TRAINEE REPORT

ADMINISTRATION CENTER		PERIOD ENDING										LEGEND BA - BLACK AMERICAN HA - HISPANIC AMERICAN										AI - AMERICAN INDIAN										AA - ASIAN AMERICAN									
LINE NO	TRAINING CLASSIFICATION A	NUMBER RECEIVING TRAINING DURING REPORT PERIOD B										NUMBER STARTING TRAINING DURING REPORT PERIOD C										NUMBER COMPLETING TRAINING DURING REPORT PERIOD D										TOTAL HRS OF TRAINING DURING PERIOD									
		TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOT															
03	EQUIPMENT OPERATOR																																								
04	MECHANICS																																								
05	TRUCK DRIVERS																																								
06	IRON WORKERS																																								
07	CARPENTERS																																								
08	CEMENT MASONS																																								
09	ELECTRICIANS																																								
10	PIPEFITTERS																																								
11	PAINTERS																																								
12	OTHER SKILLS																																								
13	TOTAL																																								
14	NUMBER OF FEMALES RECEIVING TRAINING												NUMBER OF FEMALES STARTING TRAINING										NUMBER OF FEMALES COMPLETING TRAINING																		
NUMBER OF NEW HIRES RECEIVING TRAINING												NUMBER IN PRENTICESHIP TRAINING										NUMBER OF TERMINATIONS PRIOR TO COMPLETION OF TRAINING																			
NUMBER OF UPGRADES RECEIVING TRAINING												NUMBER IN OTHER JOB TRAINING										NUMBER OF PROJECTS UNDER WAY DURING REPORTING PERIOD AND CONTAINING TRAINING SPECIAL PROVISIONS																			
COMMENTS:																																									
REPORT PREPARED BY (SIGNATURE) AND TITLE OF CITY OFFICIAL																																									
DATE AAI																																									

**SANITARY CONTRACT NO. 889**

CONTRACT NO: SC NO. 889      TRAINER'S NAME: \_\_\_\_\_  
 PROJECT NAME: DUNDALK WASTEWATER PUMPING STATION FORCE MAIN REPLACEMENT  
 CLASSIFICATION: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_ START DATE: \_\_\_\_\_  
 SUBCONTRACTOR: \_\_\_\_\_ WAGE RATE: \_\_\_\_\_

MONTH ____ YEAR ____		PHASES											
DATE	DAILY TOTAL												
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
MONTHLY TOTAL													
PREV. TOTAL													
GRAND TOTAL													
REQ'D HOURS													

CERTIFIED CORRECT BY \_\_\_\_\_ DATE: \_\_\_\_\_

INSTRUCTOR'S COMMENTS:

DISTRIBUTION: Original Project Engineer:

MWBOO (AA2A)

REVIEWED BY:  
CITY OF BALTIMORE

SIGNATURE

DATE

BALTIMORE APPRENTICE TRAINEE PROGRAM  
CONTRACTOR'S SEMIANNUAL TRAINEE REPORTPROJECT NO  
SANITARY CONTRACT NO. 889  
PROJECT NAME:  
DUNDALK WASTEWATER PUMPING STATION  
FORCE MAIN REPLACEMENT

INSTRUCTIONS - This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractor under it) who has received training during the reporting period under the training special provisions (a part of the contract proposal). The report is to be submitted by the 10th of the month following the reporting period (July 10, and January 10). The original of this report is to be furnished to the trainer and two copies submitted to the City of Baltimore

1. NAME OF CONTRACTOR		1.A. ADDRESS
NAME OF SUBCONTRACTOR (IF APPLICABLE)		
2. NAME OF TRAINEE	2A. SEX (check one) _____ M _____ F	2.B. ADDRESS
3. AGE OF TRAINEE	4. SOCIAL SECURITY NO.	5. EMPLOYEE STATUS (check one) _____ NEW HIRE _____ UP-GRADE

## 6. ETHNIC GROUP DESIGNATION (check one)

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ American \_\_\_\_\_ Asian \_\_\_\_\_  
American \_\_\_\_\_ Indian \_\_\_\_\_ American \_\_\_\_\_ White \_\_\_\_\_

## 7. SUMMARY OF PREVIOUS TRAINING (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS)

8. JOB CLASSIFICATION OF TRAINEE	9. DATE TRAINING STARTED ON THIS CONTRACT	10. TYPE OF ON THE JOB TRAINING (Check one) _____ Apprenticeship _____ other
----------------------------------	---	---

## REPORTING PERIODS

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 30, as applicable in

HOURS OF TRAINING DATA								
11. PROVIDED DURING REPORT PERIOD								
12. PROVIDED TO DATE								
13. REMAINING TO COMPLETE THE APPROVED PROGRAM								
14. TERMINATION (IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)								
15. REPORT PREPARED BY (SIGNATURE AND TITLE OF CONTRACTOR'S REPRESENTATIVE)							16. DATE	
17. REPORT REVIEWED BY (SIGNATURE AND TITLE OF CITY OF BALTIMORE OFFICIAL)							18. DATE	

MWBOO (1A)

C.

**BALTIMORE CITY'S YOUTHWORKS**

TO: Mayor's Office of Employment Development ("MOED")

FROM: AMERICAN Infrastructure-MD, Inc.  
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid Bidder hereby presents MOED with the following information to assist its outreach efforts for the Baltimore City YouthWorks Program:

Contact Person: Nathan BeennemanAddress: P.O. Box 278  
Fallston, MD 21047Telephone Number: 410-879-3055Facsimile Number: 410-893-2695E-mail address: nathan.beenneman@americaninfrastructure.com

**E. Baltimore City Employ Baltimore Program**



**EMPLOY BALTIMORE**

***Employ Baltimore*** is designed to create opportunities for businesses that receive municipal contracts to access qualified City residents to meet their workforce needs. The initiative will also ensure that City dollars contribute to the local economy and improve the lives of employable Baltimoreans.

***Employ Baltimore*** meets the business development need by helping employers save time and money in the recruitment process. This service also offers businesses customized training resources that build worker pipelines for hard-to-fill job vacancies, and provides easy access to tax credit programs that support investments in the City's growth. Every year, hundreds of area employers utilize the Mayor's Office of Employment Development's resources to assist their expansion efforts. We look forward to serving you also.

---

**Employ Baltimore**

**Requirements**

1. Complete the *Employ Baltimore* "Certification Statement" contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.
3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.
4. Complete the "Employment Reports" as required on June 30<sup>th</sup> and December 31<sup>st</sup> during each year of the contract and at contract completion. Submit "Employment Reports" to:

Employ Baltimore  
Mayor's Office of Employment  
Development  
3001 E. Madison Street  
Baltimore, Maryland 21205  
- or -  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts for \$300,000.00 or more that fully participate in the Employ Baltimore program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

**To Schedule Your Meeting with MOED Please Contact:**

Rosalind Howard or Susan Tagliaterra  
Employ Baltimore  
Mayor's Office of Employment Development  
3001 East Madison Street  
Baltimore, Maryland 21205  
Phone 443-884-3014 • Fax 410-381-8648  
[howard@oedworks.com](mailto:howard@oedworks.com) [stagliaterra@oedworks.com](mailto:stagliaterra@oedworks.com)  
-or-  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)



***Employ Baltimore***  
**CERTIFICATION STATEMENT**

Contracting City Agency	Bid Number	Bid Due Date
DPW	889	12/15/12 <sup>12</sup> RWD

To promote the commitment to utilize ***Employ Baltimore*** to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$49,999.00 or less.

Additionally, companies awarded construction contracts of \$ 300,000 or more that fully participate in the ***Employ Baltimore*** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

**CERTIFICATION STATEMENT**

As a representative of American Infrastructure MD, Inc. Richard W. Dungan, VP/GM  
(NAME OF COMPANY) (PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30<sup>th</sup> and December 31<sup>st</sup> identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: Richard W. Dungan Telephone: 410-879-3055

Company Address P.O. Box 278, Fallston, MD 21047 Email: RICH.DUNGAN@AmericanInfrastructure.com

Send to: Rosalind Howard or Susan Tagliaferro  
**Employ Baltimore/ Mayor's Office of Employment Development**  
 3001 East Madison Street  
 Baltimore, Maryland 21205  
 Phone 443-884-3014 • Fax 410-361-9648

***Employ Baltimore***  
**EMPLOYMENT REPORT**

<b>Contracting City Agency</b>	<b>Bid/Contract Number &amp; Name</b>
<b>Contract Start Date</b>	<b>Contract End Date</b>

To promote the commitment to utilize the *Employ Baltimore Executive Order* and to meet workforce needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid package. Under this Executive Order, contract awardees will complete and submit this Employment Report on June 30<sup>th</sup> and December 31<sup>st</sup> during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

Employ Baltimore  
 Mayor's Office of Employment Development  
 3001 E. Madison Street  
 Baltimore, Maryland 21205

- or email -

[employbaltimore@oodworks.com](mailto:employbaltimore@oodworks.com)

The Employment Report below is hereby submitted by the undersigned for the period:  
 (please check one)

\_\_\_\_\_ December 31, 20\_\_\_\_ June 30, 20\_\_\_\_ End of Contract- Date \_\_\_\_\_

<b>No. of total workers on payroll for this contract</b>	
<b>No. of Baltimore City residents on payroll for this contract</b>	
<b>No. of new positions filled by Baltimore City residents</b>	

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

F. BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

AMERICAN INFRASTRUCTURE MD, INC. D/B/A AMERICAN INFRASTRUCTURE

as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as Surety, are hereby held and firmly bound unto the Mayor and City Council of Baltimore as Owner, in the amount of at least Two Percent (2%) of the Total Bid submitted for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. Signed this 5th day of December, 2012.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Board of Estimates of the Mayor and City Council of Baltimore a certain Bid, attached hereto, and hereby made a part hereof to enter into a Contract, in writing,

for SANITARY CONTRACT NO. 889 DUNDALK WASTEWATER PUMPING  
STATION FORCE MAIN REPLACEMENT

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached here to (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their Hand and Seals, and such of them as are Corporation have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

ATTEST:

PRINCIPAL

AMERICAN INFRASTRUCTURE-MD, INC. D/B/A  
AMERICAN INFRASTRUCTURE

*Richard W. Dorgan*  
Richard W. Dorgan VP/GM  
(SEAL)

ATTEST:

SURETY

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Michelle G. Higgins*  
Michelle G. Higgins, Bond Administrator

*Christine A. Dunn*  
Christine A. Dunn, Attorney-in-Fact  
(SEAL)

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, David A. JOHNSON, Christine A. DUNN, Denise M. BRUNO, Julia R. BURNET, Kimberly G. RIVELY, Michelle G. HIGGINS and Joyce M. HOFFMAN**, all of **King of Prussia, Pennsylvania**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of July, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Gerald F. Haley*

*Assistant Secretary  
Gerald F. Haley*

*Geoffrey Delisio*

*Vice President  
Geoffrey Delisio*

State of Maryland  
City of Baltimore

On this 20th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*



# DUNDAI WWPS FORCEMAIN

Total Bid

6,121,212.00

MBE  
WBE  
Total

10.00%  
3.00%  
13.00%

612,121.20  
183,636.36  
795,757.56

Goals:

MBE

Best Fence  
C Jones  
Load Runner  
CENTURY FENCE  
Aresolve Engineering  
COURT ONE  
M LUIS  
G.E. Frisco 25% MAX  
Nasir & Asso 25% MAX  
Pioneer Contr Co  
MACHADO/ROWEN  
PRIORITY

29,200.00  
-  
-  
-  
-  
-  
153,000.00  
-  
-  
430,000.00  
-  
-

0.00%  
0.48%  
0.00%  
0.00%  
0.00%  
0.00%  
0.00%  
2.50%  
0.00%  
0.00%  
7.02%  
0.00%  
0.00%

X  
X  
  
X  
X  
  
\$153,030.30  
\$153,030.30  
  
X  
X

TOTAL \$465,000 TRUCKING

COSTS \$3,060.61

78.80

612,200.00 10.00%

Total MBE

WBE

KEYS 25% MAX  
BARBIES  
ROWEN/MACH  
SUNRISE

-  
183,700.00  
-  
-  
-

\$45,909.09  
X  
X  
X

COSTS \$1,836.36  
TOTAL \$465,000 TRUCKING

63.64

183,700.00

142.44

795,900.00 13.00%

TOTAL DBE

12/12/2012

10:21

1225205

Dundalk WWPS Forcemain

\*\*\* Estimating Conference Room

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1010	MOBILIZATION	1.000	LS	650,722.00	650,722.00
1020	MOT	1.000	LS	80,000.00	80,000.00
1030	ENGINEERS OFFICE NO 2	1.000	LS	50,000.00	50,000.00
1040	TEMP BYPASS PUMPING @ PS & CHARLOTTE A	1.000	LS	250,000.00	250,000.00
1050	CONSTRUCTION STAKEOUT	1.000	LS	20,000.00	20,000.00
1060	TEMP CHAIN LINK FENCE	300.000	LF	10.00	3,000.00
1070	*C TEMP ORANGE CONST FENCE	500.000	LF	4.00	2,000.00
2010	TEST PIT EXCAVATION	50.000	CY	200.00	10,000.00
2020	DEMO EX PIPE/VAULT/WALLS AND FOUNDATI	1.000	LS	200,000.00	200,000.00
2030	*C REM/DISP CONTAMINATED SOIL	50.000	TN	100.00	5,000.00
2040	*C PUMP/TREAT CONTAMINATED LIQUID	5.000	MG	1,000.00	5,000.00
3010	*C CLASS 3 EXCAVATION	800.000	CY	40.00	32,000.00
3020	*C FLOWABLE FILL	100.000	CY	110.00	11,000.00
3030	*C SELECT BACKFILL W/ CR-6	800.000	CY	55.00	44,000.00
3040	*C SELECT BACKFILL W/ #57 STONE	2,140.000	CY	50.00	107,000.00
3050	*C TRENCH BACKFILL W/ SOIL	6,000.000	CY	35.00	210,000.00
4010	*C REINFORCING STEEL	500.000	LB	1.00	500.00
4020	*C MIX 3 CONCRETE	50.000	CY	550.00	27,500.00
4030	*C MIX 1 CONCRETE	50.000	CY	400.00	20,000.00
5010	6" GAB SUB-BASE	3,100.000	SY	8.00	24,800.00
5020	9" GAB SUB-BASE	330.000	SY	15.00	4,950.00
5030	19MM BASE 64-22L2	220.000	TN	100.00	22,000.00
5040	12.5MM SURFACE 76-22L2	240.000	TN	120.00	28,800.00
5050	REINFORCED PCCP MIX 6	1,300.000	CY	400.00	520,000.00
5060	2" GRINDING	2,700.000	SY	4.00	10,800.00
6010	CURB & GUTTER (ALL TYPES)	400.000	LF	50.00	20,000.00
6020	5" CONCRETE SIDEWALK	1,200.000	SF	12.00	14,400.00
7010	E&S CONTROLS	1.000	LS	60,000.00	60,000.00
8010	36" PLUG VALVE & VAULT	1.000	LS	500,000.00	500,000.00
8020	30" FLOW METER PORT & VAULT	1.000	LS	100,000.00	100,000.00
8030	GRAVITY SEWER JC	1.000	LS	80,000.00	80,000.00
8040	36" DIP FM & FITTINGS	3,550.000	LF	470.00	1,668,500.00
8050	48" RCP CL4 SEWER	750.000	LF	520.00	390,000.00
8060	SANITARY MANHOLES	57.000	VF	1,300.00	74,100.00
8070	8" DIP CL54 WATER MAIN	938.000	LF	145.00	136,010.00
8080	8" VALVE & RW BOX	3.000	EA	6,000.00	18,000.00
8090	REPL/CONNECT WATER SVC (ALL SIZE)	260.000	LF	140.00	36,400.00
8100	BURIED ELEC CONDUIT 2" PVC SCH80	100.000	LF	22.00	2,200.00
8110	PS & VAULT ELECTRIC	1.000	LS	50,000.00	50,000.00
8120	48" STEEL CASING OPEN CUT	168.000	LF	500.00	84,000.00
8130	54" STEEL CASING JACK & BORE	92.000	LF	1,600.00	147,200.00
8140	ARV & VAULT	1.000	LS	40,000.00	40,000.00
8150	REM/REPL PS INTERIOR DISCHARGE PIPE VAL	1.000	LS	50,000.00	50,000.00
8160	RELOCATE 3" WATER TO PS	130.000	LF	65.00	8,450.00
8170	TEMP RELOCATION FANS DUCTS FENCE & RES	1.000	LS	15,000.00	15,000.00
8180	6" SANITARY SHC IN 48" SEWER	260.000	LF	160.00	41,600.00
8190	CORROSION PROTECTION FOR DIP FM & WATE	1.000	LS	140,000.00	140,000.00
8200	6" DIP CL54 WATER MAIN	72.000	LF	140.00	10,080.00
8210	30" DIP FM & FITTINGS	20.000	LF	2,000.00	40,000.00
8220	6" VALVE & RW BOX	4.000	EA	1,100.00	4,400.00
8230	FM ENTRY PORT TEE & VAULT	1.000	LS	50,000.00	50,000.00
8240	6" PVC SCH40 ROOF DRAIN	20.000	LF	90.00	1,800.00

12/12/2012 10:21  
1225205 Dundalk WWPS Forcemain  
\*\*\* Estimating Conference Room

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
		Bid Total	=====>		\$6,121,212.00

---

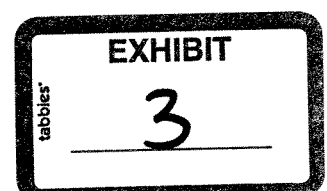




CITY OF BALTIMORE  
DEPARTMENT OF LAW  
MINORITY AND WOMEN'S  
BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
<i>C Jones Trucking, Llc--(MBE)--African American</i>		
Address: 823 A Old Philadelphia Road Aberdeen, Md 21001-	07-004860	
Title: Mr. N. Reggie Anderson E-Mail: randerson@cjonestrucking.net		
Phone: Phone: (410)272-8611 Fax: (410)630-5555 Fax: (410)630-5555		
Certified Date: May 13 2009		
Expiration Date: Feb 16 2012		
Extension Date: Nov 9 2011		
Services: LOCAL TRUCKING; SUPPLY STONE, SAND AND GRAVEL; CONSTRUCTION/PROJECT MANAGEMENT		





COON & COLE, LLC  
ATTORNEYS AT LAW  
126 SO. WASHINGTON STREET  
Havre de Grace, MARYLAND 21078

CURTIS C. COON\*, P.C.  
Direct Dial: 410-630-4425  
cccoon@ccclaw.net

Telephone (410) 244-8800  
Facsimile (410) 825-5941

KATHERINE EARLS BUKOWSKY  
COLIN J. CASLER  
ZACHARY J. A. COON  
CARA HERMAN

DAVID H. COLE, P.C.

\* Admitted in MD and DC

January 22, 2013

Department of Public Works  
Contract Administration  
Room 1105  
200 N. Holiday Street  
Baltimore, Maryland 21202  
ATTN: Tara Macer

URGENT MATTER

Comptroller, City of Baltimore  
Suite 204  
100 N. Holiday Street  
Baltimore, Maryland 21202  
ATTN: Denise Lewis

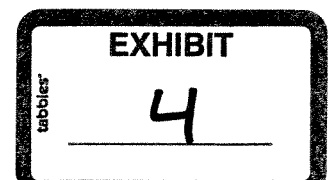
Also transmitted via email to: [tara.macer@baltimorecity.gov](mailto:tara.macer@baltimorecity.gov)

Re: Bid determination of award  
Sanitary Contract # 889  
Dundalk Waste Water Pumping Station Forced Main Replacement

Dear Ms Macer and Ms Lewis:

My client, American Infrastructure – MD, Inc. which is the apparent low bidder on the above open bid, has received word that one of its nominated MBE participants, C. Jones Trucking, LLC is being questioned as to their current status as a qualified MBE.

This letter is written to encourage the City to review the record of C. Jones Trucking, LLC, as a qualified, currently eligible MBE entity. C. Jones Trucking, LLC MBE (African American) represents to my client a Certification Number of 07-004860. There appears to be information on the City's website indicating that this MBE is expired. However, Reggie Anderson, Owner of C. Jones Trucking, LLC has assured my client that it has had this problem previously, in that the City, due to clerical problems, has not updated its records. In fact, my client has been told that



C. Jones has experienced previous false expiration status reports, which have been reversed upon closer inspection (one contract related was with Kinsley Construction).

Therefore, my client requests that the City not act precipitously, and that the City please review its paper file and any other resources as to the currency of the certification of C. Jones, LLC. My client believes that once this exercise has been undertaken, it will be abundantly clear that a valid MBE certification exists, and the issue will be put to rest.

Be advised my client has also requested Mr. Anderson to provide his copy of his current MBE paper certification, and we are going to forward this to you as soon as we have received the same.

If you have any questions or desire further information on this matter, please do not hesitate to call myself or my client directly,

Thank you.

Very truly yours,



Curtis C. Coon

CCC

cc: Richard Dungan, Vice President and General Manager, American Infrastructure-MD, Inc.



**Contract #889 - Dundalk Waste Water Pumping Station - Request for  
Substitution of MBE**

Rich Dungan to: tameka.holness, tara.macer, thomas.cory,  
denise.lewis

01/28/2013 04:19 PM

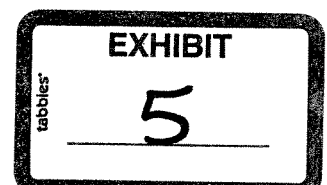
cc: "Lorenzo Bellamy", Barrett Tucker

Original to follow via federal express overnight.



Contract 889 - Request for Substitution 1-28-13.PDF

Thank you,  
Richard W. Dungan, P.E.  
Vice President/General Manager  
American Infrastructure





2011 Belair Rd, Fallston, MD 21047

***"Better, Faster, Safe"***

January 29, 2013

Via Email and Fedex Overnight

Ms. Tameka Holness  
City of Baltimore  
Compliance, Contract Administration  
Department of Public Works  
Room 1105  
200 N. Holiday Street  
Baltimore, MD 21202

Re: Dundalk Wastewater Pumping Station Force Main Replacement  
Sanitary Contract No. 889  
Bid Date: December 12, 2012  
MBE/WBE Statement of Intent Substitution - C. Jones Trucking, LLC

Dear Ms. Holness:

On December 12, 2012 American Infrastructure (AI) submitted C. Jones Trucking, LLC for \$29,200 or 0.48% of the MBE Goal on the above reference Project. AI hereby requests a substitution of the minority vendor C. Jones Trucking, LLC with Powell's Trucking Company, Inc. (Cert#09-005337 copy attached) for the amount of \$29,200 or 0.48%. This substitution of the minority vendor to our proposal is to ensure that our proposal meets the requirements of the Minority Business Enterprises Participation Goals set forth in the above referenced Project.

This substitution of minority vendor in no way alters our technical or financial proposal in response to this solicitation and is a mere substitution of a minority vendor. AI is committed to meeting or exceeding the MBE requirements. Should you need anything further in regards to this substitution please don't hesitate to contact me in my office at (410) 776-2015.

Sincerely,

A handwritten signature in cursive script that reads "Richard W. Dungan".

Richard W. Dungan, P.E.  
Vice President/General Manager

cc: Thomas Corey, Minority and Women's Business Opportunity Office  
City of Baltimore, Department of Public Works – Tara Macer  
([tara.macer@baltimorecity.gov](mailto:tara.macer@baltimorecity.gov))  
City of Baltimore, Comptroller, City of Baltimore – Denise Lewis  
Lorenzo Bellamy, Alexander Cleaver

Enclosure(s) 1



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

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

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

Name of Prime Contractor: AMERICAN INFRASTRUCTURE - MD, INC.  
Name of MBE or WBE: POWELL'S TRUCKING CO. INC.

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

DUMP TRUCK HAULING

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 29,200.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.48 %

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

African American ..... % Asian American... %

Hispanic American .... % Native American.. %

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

Signature of Prime Contractor (REQUIRED)

Date

Signature of MBE or WBE (REQUIRED)

Date

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

CITY OF BALTIMORE  
DEPARTMENT OF LAW  
MINORITY AND WOMEN'S  
BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
<b>Powell's Trucking Company, Inc. --(MBE)--African American</b>		
Address: 612 W. Patapsco Avenue Baltimore, Md 21225-	09-005337	
Title: Mr. Michael Powell, Sr. E-Mail: powellstrucking@msn.com		
Phone: Phone: (410)732-3867 Fax: (410)496-1443 Fax: (410)496-1443		
Certified Date: Nov 30 2011		
Expiration Date: Nov 29 2013		
Extension Date:		
Services: DUMP TRUCK HAULING, SNOW REMOVAL		

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

5. B50002737, Homeless ClientTrack, Inc. \$ 215,000.00  
Management Information  
System

(Mayor's Office of Human Services)

**MWBOO GRANTED A WAIVER.**

**A PROTEST WAS RECEIVED FROM ADSYSTECH.**

President: "The next item on the non-routine agenda can be found on page 43, item no. 5, Homeless Management Information System. Will the parties please come forward. Page 43, item no. 5."

Tim Krus: "Mr. President I don't believe anyone has appeared."

Clerk: "Can you announce that please, and its, B50002737, Homeless Management Information System, the protestant was ADSystek, are you present."

President: "I will entertain a motion."

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

Comptroller: "Second."

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



8401 Colesville Road  
Suite 450  
Silver Spring, MD 20910  
voice: 301.589.3434  
fax: 301.589.9254  
www.adsys tech.com

8 April 2013

Office of the Comptroller  
Room 204 City Hall  
100 North Holliday Street  
Baltimore, MD 21202

AND

Board of Estimates  
Attention: Clerk  
Room 204 City Hall  
100 North Holliday Street  
Baltimore, MD 21202

Reference: Solicitation No.: B50002737 - Request for Proposals for Homeless  
Management Information System (HMIS)  
City Agency: Mayor's Office of Human Services and City of Baltimore  
Bureau of Purchases' Buyer: Mr. Timothy M. Krus, City Purchasing Agent

Subject: Protest the City Purchasing Agent's Recommendation of Award to  
ClientTrack, Inc. to the Board of Estimates

Office of the Comptroller:

Adsys tech, Inc. is filing this protest of the City Purchasing Agent's recommendation to the Board of Estimates to award a contract to ClientTrack, Inc. based upon the referenced solicitation.

The basis for our protest stems from perceived irregularities in the procurement process. The practice of the public announcement of proposed prices for all vendors at the Bid Opening is deemed essential for procurement transparency. Eight (8) of ten (10) prices were revealed at the Bid Opening for the subject solicitation. If they were available, prices for the other two (2) vendors, one of which was ClientTrack, Inc., were not divulged because, as stated, it was necessary to submit them to the Law Department for review.

Adsys tech, Inc. requests the Board of Estimates withhold the recommended award until after Adsys tech has been debriefed and clarification has been issued on why, in the interest of equal treatment and transparency, the prices were not divulged at the Opening and what was so immediately apparent that a decision was made to refer the proposals to the Law Department without announcing the prices.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Arnold L. Avant'.  
Arnold L. Avant  
President

cc: City Purchasing Agent  
231 East Baltimore Street. Suite 300  
Baltimore, MD 21202

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

6. B50002829, Industrial Work Uniforms	Chesapeake Uniform Rental LLC d/b/a Lord Baltimore Uniforms	\$ 297,344.00
--	---	---------------

(Dept. of Public works, Dept. of General Services, & others)

**MWBOO GRANTED A WAIVER.**

7. B50002865, Provide and Deliver Assorted Trees-Tree Baltimore Spring 2013	Shemin Nurseries, Inc.	\$ 67,953.00
---	------------------------	--------------

(Dept. of Recreation & Parks)

**MWBOO GRANTED A WAIVER.**

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

8. B50002397, Citywide Violation Towing Services

\$ 457,150.00

(Dept. of Transportation)

a. Item II: North Sector \$ 150,000.00  
 Lilith, Inc. d/b/a  
 Jim Elliott's Towing

**MBE:** Silverback Business Center 5%  
 Hopkins Fuel Oil Company 5%  
 10%

**WBE:** The Baltimore Auto Supply Co. 0.25%  
 Doug's Auto Recycling 2.75%  
 3.00%

**MWBOO FOUND VENDOR IN COMPLIANCE**

b. Item III & V: East Sector & Heavy Equipment \$ 192,400.00  
 Cherry Hill Hauling &  
 Towing Service, Inc.

**MBE:** JJ Adams Fuel Oil Company, LLC 10.00%  
**WBE:** Naiman & Associates, PA 3.00%

**MWBOO FOUND VENDOR IN COMPLIANCE**

c. (Item IV: West Sector \$ 114,750.00  
 Aaron's Towing, LLC\*

\*The bidder did not list any MBE or WBE contractors.

**MWBOO FOUND VENDOR IN NON-COMPLIANCE**

A LETTER OF PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION (MMCA).

A PROTEST WAS RECEIVED FROM WESTSIDE DISTRICT, EASTSIDE DISTRICT, NORTHSIDE DISTRICT; CENTRAL BUSINESS DISTRICT IMPOUNDS JV'S.



.....

.....

**Microsoft**

---

To: <410-685-4416>  
Fax number: 410-685-4416

From:  
Fax number:  
Business phone:  
Home phone:

Date & Time: 4/9/2013 8:34:06 AM  
Pages: 3  
Re: Protest

---

**MMCA- Maryland Minority Contractors Association, Inc.**

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

April 9, 2013

Via Facsimile 410-685-4416

Honorable Bernard "Jack" Young

President, Baltimore City Board of Estimates

City Hall-Room 204

Baltimore, MD 21202

**ATTN:** Ms. Bernice Taylor, Esquire, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association ("MMCA"), its members, clients and constituent, to include its major corporate members, the various Auto Barn entities.

We wish to protest the following identified proposed contract awards, which are contained on Your Honorable Board's 04/10/2013 public meeting agenda. These proposed contracts items are:

1. Item no, 11, pages 27-28, a proposed \$2,200,000.00 contract change related to Bureau of Purchases' Solicitation No. B50002246- "Automatic Traffic Violation Enforcement System," with the Bradford Corporation. Our concern with this proposed \$2,200,000.00 amendment is that it constitutes a substantial change in the price and duration terms of the original contract, and thus, it violates the City's "mandatory" competitive bidding charter provision in Article VI, § 11 et seq; and
2. Item No. 12, pages 28-29, which are proposed contract termination agreements with certain Berman's Towing, LLC entities, on the Bureau of Purchases Solicitation No. B50002251- "Citywide Police Requested Towing Services." This item also proposes contract awards to (1) Greenwood Towing in the amount of \$300,000.00; (2) Jim Elliot's Towing in the amount of \$300,000.00; (3) McDel Enterprises, Inc. in the amount of \$300,000.00; and (4) Nate's Towing Service in the amount of \$300,000.00. Our protest against these proposed contract awards is based on the fact that all of the proposed awardees are not the "lowest responsive and responsible bidders," within the ambit of Article VI, § 11 (h) (1) (ii) of the City Charter. The three (3) Auto Barn bidders can be rightfully considered one of the "lowest responsive and responsible bidders," within the ambit of Article VI, § 11 (h) (1) (ii) of the City



Charter. Additionally, our protest is based on the fact that none of the proposed awardees has met the contract set M-WBE goals at bid time. Our fundamental position is that, if this Honorable Board disqualifies one of the bidders for failure to meet M-WBE contract goals, it has to disqualify all bidders, having such M-WBE compliance problems.

3. Item No. 8, page 44, which is a proposed \$150,000.00 contract award to bidder Jim Elliott Towing, pursuant to Bureau of Purchases' Solicitation No. B50002397-"Citywide Violation Towing Services." Our protest is based on the fact that the proposed contract awardee was not the "lowest responsive and responsible bidder," within the meaning of Article VI, § 11 (h) (1) (ii), of the City Charter and therefore, cannot be recommended for any contract award under this procurement.

Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet  
Managing Director

# RIFKIN, LIVINGSTON, LEVITAN & SILVER, LLC

ATTORNEYS AT LAW

ALAN M. RIFKIN  
SCOTT A. LIVINGSTON (MD, DC)  
LAURENCE LEVITAN  
EDGAR P. SILVER†  
MICHAEL V. JOHANSEN  
JOEL D. ROZNER (MD, DC)  
RICHARD K. REED  
M. CELESTE BRUCE (MD, DC)  
JAMIE B. EISENBERG (MD, DC, NY)  
CHARLES S. FAX (MD, DC, NY)  
PATRICK H. RODDY  
ERIC L. BRYANT  
MICHAEL D. BERMAN (MD, DC)  
JOYCE E. SMITHEY (MD, DC, NH)  
ALAN B. STERNSTEIN (MD, DC)  
MICHAEL S. NAGY (MD, VA)  
RICK ABBRUZZESE  
LIESEL J. SCHOPLER (MD, DC)  
CHRISTOPHER L. HATCHER  
MICHAEL A. MILLER  
JOY K. WEBER  
MELVIN A. STEINBERG†  
LANCE W. BILLINGSLEY†  
ELIZABETH K. MILLER†  
† OF COUNSEL

7979 OLD GEORGETOWN ROAD • SUITE 400  
BETHESDA, MARYLAND 20814  
(301) 951-0150 • FAX (301) 951-0172  
WWW.RLLS.COM

225 DUKE OF GLOUCESTER STREET  
ANNAPOLIS, MARYLAND 21401  
(410) 269-5066 • FAX (410) 269-1235

14601 MAIN STREET  
UPPER MARLBORO, MARYLAND 20772  
(301) 345-7700 • FAX (301) 345-1294

April 9, 2013

## **VIA HAND DELIVERY**

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

RE: **BID PROTEST**  
**Department of Finance, Bureau of Purchases**  
**Contract No. B50002397**  
**Citywide Violation Towing Services**

Dear Ms. Taylor:

This law firm represents West Side District Impound, JV, East Side District Impound, JV, North Side District Impound, JV, and Central Business District Impound, JV (collectively, "JVs"), the lowest responsive and responsible bidders under Contract No. B50002397, "Citywide Violation Towing Services" (the "Contract"). The purpose of this letter is to protest award of contracts pursuant to Solicitation No. B50002251 to (i) Lilith, Inc. d/b/a Jim Elliott's Towing ("Elliott's") (ii) Cherry Hill Hauling & Towing Service, Inc. ("Cherry Hill"), and (iii) Aaron's Towing, LLC ("Aaron's") (collectively, "Proposed Awardees") on the grounds that the Proposed Awardees are not the lowest responsive and responsible bidders for each of the proposed contracts.

Baltimore City Charter, Art. VI § 11(g)(1)(ii) sets forth,

After opening the bids, the Board of Estimates shall award the contract, as an entirety to the lowest responsive and responsible

bidder or by items to the respective lowest responsive and responsible bidders, or shall reject all bids.

Accordingly, the Board of Estimates may award only to a “responsive” bidder. Award to firms who are not the lowest responsive and responsible bidder for each sector would violate this provision of the City Charter.

West Side District Impound, JV was the lowest responsive and responsible bidder for the West Sector contract. The proposed awardee, Aaron’s was not only a higher-priced bidder, but was also found non-compliant by MWBOO. MWBOO’s determination renders the bid non-responsive and ineligible for award. The Board should award the contract to West Side District Impound, JV, the lowest responsive and responsible bidder for the West Sector contract.

East Side District Impound, JV was the lowest responsive and responsible bidder for the East Sector contract. The proposed awardee, Cherry Hill, failed to meet the MBE and WBE goals without requesting a waiver. Pursuant to the RFB at page B-20, paragraph 6e, “Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.” Cherry Hill attempts to meet the full 10% MBE goal by way of JJ Adams Fuel Oil Company, LLC, a non-manufacturing supplier.

In addition, East Side District Impound, JV believes that the City Law Department determined Cherry Hill’s various bids to be non-responsive for reasons other than MBE/WBE flaws. The Board should award the East Sector contract to East Side District Impound, JV, the lowest responsive and responsible bidder for the East Sector contract.

Central Business District Impound, JV was the lowest responsive and responsible bidder for the Heavy Equipment contract. As explained above, the proposed awardee, Cherry Hill, was not only a higher-priced bidder, but also failed to meet the MBE and WBE goals without requesting a waiver. Pursuant to the RFB at page B-20, paragraph 6e, “Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.” Cherry Hill attempts to meet the full 10% MBE goal by way of JJ Adams Fuel Oil Company, LLC, a non-manufacturing supplier.

In addition, Central Business District Impound, JV believes that the City Law Department determined Cherry Hill’s various bids to be non-responsive for reasons other than MBE/WBE flaws. The Board should award the Heavy Equipment contract to Central Business District Impound, JV, the lowest responsive and responsible bidder for the East Sector contract.

North Side District Impound, JV was the lowest responsive and responsible bidder for the North Sector contract. The proposed awardee, Elliott’s, was not only a higher-priced bidder, but also failed to meet the MBE and WBE goals without requesting a waiver. Pursuant to the RFB at page B-20, paragraph 6e, “Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.” Elliott’s attempts to meet half of the MBE goal by way of Hopkins Fuel Oil Company, a non-manufacturing supplier. The Board should award the North Side contract to North Side District Impound, JV, the lowest responsive and responsible bidder for the North Sector contract.

The effect of these proposed awards is that the City refuses to evaluate the responsibility of—much less award a Violations contract to—the JVs simply due solely to the JV's former affiliation with Bermans Towing. The City should evaluate responsibility of the JVs, in their inchoate capacity as a single venture (thanks to the City's potential agreement to terminate Bermans entities for convenience under the Police Requested Towing contract).

The City, in effect, has engaged in de facto debarment of Frankford Towing, Inc. ("Frankford") and any firms affiliated therewith (including the JVs). The City's conduct has violated Frankford's (and the JVs') statutory and constitutional procedural rights. These wrongs would be among the bases for injunctive and compensatory relief against the City. In particular, the Maryland Code, Maryland Constitution and United States Constitution entitle Frankford and the JVs to notice and an opportunity to be heard before, as the result of an evaluation or status given it by the City, its professional reputation may be stigmatized or its qualification for public contracts may be denied. *See Old Dominion Dairy Products, Inc. v. Secretary*, 631 F.2d 953, 962-65 (D.C. Cir. 1980); *Gonzalez v. Freeman*, 334 F.2d 570, 574 (D.C. Cir. 1964). The City's refusal to evaluate is unlawful, where, as here, the basis for doing so lacks reasonable substantiation and the alleged conduct of Bermans is not truly not relevant to the City's treatment of Bermans. *See Harms v. FHA*, 256 F. Supp. 757 (D. Md. 1966) (declaring that determination of professional disqualification based on irrelevant character issue, itself unsubstantiated, would warrant the issuance of injunctive relief); *See also Capitol Mortgage Bankers, Inc. v. Cuomo*, 77 F. Supp. 2d 690 (D. Md. 1999).

**C. Conclusion**

For the reasons set forth above, the Board of Estimates should deny the Bureau of Purchases' request to award contracts to the Proposed Awardees under Contract No. B50002397. The Board of Estimates should award the contracts to the lowest responsive and responsible bidders for each sector, namely, the JVs.

Very truly yours,



Michael A. Miller

cc: Erin Sher Smyth, Esq.

## MINUTES

President: "The next item on the non-routine agenda can be found on page 44, item no. 8, Citywide Violation Towing Service. Will the parties please come forward. While the parties are coming forward, I would like to recognize Councilman Curran who has joined us this morning."

Tim Krus: "Purchasing Agent, this is Citywide Violation or is sometimes known as Peak Hour Towing Services. We came back to the Board to award sector one the Central Business district to McDel's earlier and we are now prepared to award the remaining sectors to Jim Elliots, Cherry Hill Hauling and Towing Service and Aarons Towing, LLC."

President: "Mr. Jolivet."

Mr. Jolivet: "Again, the concern that I would have- ah-- and again I am representing the Autobarn entities, that the Autobarn we were part of the low bids, they were among the low bidders of this item and again we don't have any information from Mr. Krus's office why they are not being recommended for a potential award and I don't believe that Mr. Krus's assertion applicable for the prior bid would necessarily be applicable to this bid, unless he makes a special independent assertions about that. We don't know but again I think we are deserving of an explanation of why ah-- the Autobarn entities are not being recommended for an award. If a bidder put in a considerable amount of time,

## MINUTES

energy, and effort to make a bid to the City and to have the City to ah - just summarily reject their bid without any explanation is just unacceptable."

Tim Krus: "Tim Krus, City Purchasing Agent, ah-- as I had mentioned in the discussion on the Police Requested Tows we had two separate problems. Ah-- the swapping of bid sheets on Police requested tows and then what we believed were anti-competitive practices on Citywide Violation Towing, in which among other things all of the Cherry Hill and AutoBarn Entities bid the exact same price to the penny. Ah-- we decided after a substantial process in which as I mentioned we contacted all of those entities asked for responses to questions, evaluated those responses with the Solicitor's Office and ah-- finally made a decision about responsibility regarding those entities."

City Solicitor: "And that decision was that they are not responsible."

Tim Krus: "No, they are not responsible."

President: "Madam Comptroller."

Comptroller: "I have a question. Since the other bidders did not agree to not participate ah-- the other joint venture bidders um-- the Westside, Eastside, Northside and the Central Business District, um-- why were they-- why are they not being recommended, since they did not agree to not seek an award as--

## MINUTES

Tim Krus: "They were actually ah - - we actually went out to those entities with another set of questions to determine responsibility and we determined that those joint ventures as they were constituted and as they had bid were not responsible ah -- at this point in time those ah -- those joint ventures are also diminished by the fact that Bermans Towing in their termination agreement with the City has pulled out of the joint ventures. So, from actually two different directions - - those joint ventures are no longer seen as responsible entities for consideration in Citywide Violation Towing nor are any of their partners."

Comptroller: "And why are they not responsible?"

Tim Krus: "Because the entities have completely changed and because we saw evidence of anti-competitive practices in the joint ventures that are now disbanded."

Comptroller: "You want to respond?"

Scott Livingston: "I am Scott Livingston, I appear here with my co-counsel, thanks Tim. -- I am Scott Livingston, I appear here with my co-counsel, Eric Bryant, on behalf of Frankford we - ah -- expressed our positions in writing and we will not be making any oral comments today."

President: "I entert - -"

Mr. Jolivet: "And I have just one other thing"

## MINUTES

President: "One more, go ahead."

Mr. Jolivet: "And that is ah - - we have, we have had over the years ah -- a situation to where MWBOO submits to the Board a bidder who has not met the MBE/WBE requirement and in MWBOO argues to the Board that because there was only one bidder, there was only one bidder it is appropriate to award the contract to that one bidder. Ah -- I have never actually bought into that argument because I thought it was bogus uh -- but nonetheless ah -- I actually think it is -- its probably appropriate given the Charters requirement to award to the lowest bidder but nonetheless I would argue to the Board that if MWBOO is going to have the Board to enforce that policy, then that policy needs to be enforced across the board to every vendor. The problem with the policy is that MWBOO picks and chooses who they are going to give that benefit to and in many cases a bidder who has not met the MBE/WBE requirement at bid time which is the requirement is not given the comparable opportunity to be awarded the contract and come into compliance. I ask this Board today, if this policy is going to be ah-- followed in any small way at the City, let us administer it fairly and evenhandedly. It is just not fair to have one bidder to be disqualified while another bidder in similar situations can be disqualified, it's a-- it's a reasonable request and I am



## MINUTES

not asking the Board to-- to -- make any decision on this particular contract. But, in future ah -- endeavors where the MWBOO Office comes before the Board and ask the Board in its discretion to award the contract contingent on the bidder coming into compliance. Ah - - if it saves the City money and it is able to bring the bidder in compliance, obviously it is something the Board should consider. But, my objection again is that it needs to be administered on a fair and even ah -- basis if we are going to do it at all, that's all I ask.

City Solicitor: "Entertain a motion."

Thomas Corey: "Good Morning Mr. President, members of the Board, Thomas Corey, Chief of the Minority and Women Business Opportunity Office. My office does not pick and choose who ah-- is brought before the Board for this type of consideration, the agency actually does. We ah-- only um-- ask the Board to extend this consideration when there is only one bidder or when all the bidders are non-compliant and then the agency finds that the next bidder is the next lowest responsive and responsible bidder."

President: "Madam Comptroller, then Councilman"

Comptroller: "Mr. Krus, did you find that there were any other irregularities with the other bidders regarding anti-trust violations, with the other bidders?"

## MINUTES

Mr. Krus: "I think we have spoken about all that they were.

Comptroller: "So they were other irregularities."

Tim Krus: "No. the ones that we have discussed."

Comptroller: "Oh, Okay."

President: "Councilman Curran"

Councilman Curran: "Thank you Mr. President for allowing me to weigh in on this on that- - on this issue- - ah - Mr. City Solicitor a little standing with towing for the last 20 years, I have been on the Council and almost every ordinance concerning, not only the trespass towing industry or the predatory practices of the Police Towers - - I have been a lead sponsor of -- very briefly Mr. President -- ah I am not taking a side on the protest but -- ah my concern is that I wish that Transportation, and we have the former Director of Transportation and the Director of Public Works now knows of my concerns about practices of towing in this town and I have taken the lead. Now, while procurement is great for getting the City's dollar - - bang for the dollar, I don't believe that they have the expertise that Transportation would have had concerning the operation over the rubber meets the road concerning towing in this town. Ah - - Mr. Krus does a wonderful job as a procurement officer and that's not a knock at him. But, I just wish Transportation had taken a lead on this. Ah-- my other concern

## MINUTES

Madam Comptroller and Members of the Board, Mr. President, Mayor is the rates that will be charged to our citizens and to the insurance industry concerning the Police towings. I believe that hopefully, that legislatively maybe Mr. President ah - - the Council and the Mayor - - ah as the entity that rules this City, the Mayor and City Council, not the Board of Estimates would take a stronger hand in legislatively controlling the rates that are being charged cause I know the rates are low right now and if they have to go up for the towers to meet the operational needs that will be passed on to the citizens and I believe that we need to legislatively take actions on that with the consent of the Mayor and executive department. In the future I will be presenting a Bill to Council that caps the trespass tow rates while that's not we are talking about here today, trespass towing but I think we also need to ah -- take legislative action for the rates concerning towing in this town -- ah -- that are charged our citizens and to the insurance industry. Thank you Mr. President.

President: "Thank you. I will entertain a motion."

City Solicitor: "I move the denial of the protest to include the Frankford written protests and ah -- the approval of the recommendation of the Bureau of Purchases, I would just add, picking up on Councilman Curran comments that insistence that

## MINUTES

the rate charged be appropriate and not excessive and not inconsistent with contracts is a significant factor in the events that have brought us here today. So I would move approval of the Bureau of Purchases recommendation."

Director of Public Works: "Second"

President: "All those in favor say AYE. AYE. All those opposed NAY. Please note the Comptroller votes **NO**, the motion carries."

## MINUTES

Police Department - Grant Awards

The Board is requested to approve and authorize execution grants awards from the following grantors:

1. **GOVERNOR'S OFFICE OF CRIME** **\$100,028.00**  
**CONTROL AND PREVENTION**

Account: 5000-599813-2042-197800-600000

The grant funds will be used for the Hot Spot Enforcement Initiative to reduce gaps in services and is designed to improve public safety in Baltimore City by utilizing foot patrol as a component of the public safety strategy. The project supports detailed officers to conduct foot patrols through City communities. The locations are chosen based on current crime data. The grant funds provide overtime for the Department members to walk the targeted areas. The period of the grant award is December 1, 2012 through January 31, 2013.

2. **GOVERNOR'S OFFICE OF CRIME** **\$ 50,040.00**  
**CONTROL AND PREVENTION**

Account: 5000-599913-2021-213300-600000

The grant funds will be used for the Violence Intervention Warrant Initiative. The initiative is intended to reduce existing gaps in the service of warrants for violent crime and service of any warrant issued for violent offenders. The grant funds provide overtime for members of the Department's Warrant Apprehension Task Force to reduce the backlog of open warrants. The grant award is for the period January 1, 2013 through March 31, 2013.

The grant awards are late because the Department recently received the grants from the grantor.

## MINUTES

Police Dept. - cont'd

## 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 grant awards and authorized execution of the grant award terms and conditions.

**MINUTES**Police Department - Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a professional services agreement with L. Hicks, Inc. The period of the agreement is effective upon Board approval for six months.

**AMOUNT OF MONEY AND SOURCE:**

\$10,000.00 - 6000-611213-2013-197500-603026

**BACKGROUND/EXPLANATION:**

The Instructor Re-certification Course will be conducted in early 2013 and will provide the instructors with re-certification and training updates in the Hicks Police Training System. The course will be provided for three-days to previously trained Police instructors of the Hicks Police Training System. The course will be limited to a maximum of 20 instructors. The recertification course will be scheduled and conducted in coordination with the Police Department's Education and Training Section. This recertification will be in effect for one year.

The Hicks Police Training System is designed to provide practical instruction and reinforce the learning process with a four-part memory retention method. It consists of audio, visual, kinesthetic, and mechanical anchoring techniques in each of its courses. The Department has utilized this training since 2008. This is a highly specialized program that is only available directly from the vendor.

It is hereby certified that the procurement is of such 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

Police Department - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the professional services agreement with L. Hicks, Inc.



**MINUTES**

Department of Housing and - Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an agreement with Coppin Heights Community Development Corporation, Inc. (CHCDC). The period of the agreement is November 1, 2012 through October 31, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$35,000.00 - 2089-208911-5930-426580-603051

**BACKGROUND/EXPLANATION:**

The CHCDC has procured the services of a development consultant to assist in the historic renovation of the Hebrew Orphan Asylum (HOA) as well as serve as the Development Manager. The CHCDC desires to build its in-house capacity to carry out such neighborhood development activities in the future and has requested additional Community Development Block Grant funds to aid in such capacity building efforts. As work on the HOA project is performed, the development consultant will provide pre-development and development hands-on training. Staff will also seek additional outside technical assistance and capacity building training programs that will also assist the CHCDC in developing staff capacity to demonstrate actual development expertise.

On May 2, 2012, 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 2012 Annual Action Plan for the following formula programs:

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

**MINUTES**

DHCD - cont'd

The DHCD began negotiating and processing the CDBG agreements effective July 1, 2012 and beyond, as outlined in the Plan, pending approval of the Resolution. Consequently, the 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 the execution of the agreement with Coppin Heights Community Development Corporation, Inc. The Comptroller **ABSTAINED.**

**MINUTES**

Department of Housing and - Land Disposition Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the land disposition agreement with Mr. James H. McLean, Jr., Developer, for the sale of the City-owned properties located at 2432 Lakeview Avenue (Block 3461/Lot 028) and 258 S. Loudon Avenue (Block 2539, Lot 024).

**AMOUNT OF MONEY AND SOURCE:**

\$ 4,000.00 - 2432 Lakeview Avenue  
7,000.00 - 258 S. Loudon Avenue  
\$11,000.00

**BACKGROUND/EXPLANATION:**

The properties will be converted into single family homes which the Developer plans to use as rental properties. The Developer plans to invest approximately \$150,000.00 into the project. The Developer will use private funds from the Baltimore Community Lending.

The sale of these properties once developed could generate an estimate of \$5,000.00 in real estate property taxes. Once transferred and redeveloped the properties will be active on the tax rolls of Baltimore City thereby preventing tax abandonment.

The properties were acquired through Condemnation and the authority for sale come from Article II, Section 15 of the City Charter (2010 ed.); and Article 13 of the Baltimore City Code (2010 ed.).

## MINUTES

DHCD - cont'd

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

In accordance with the City's appraisal policy, the waiver valuation process was used in lieu of an appraisal. The DHCD has determined the proposed price using available real estate data.

The property located at 2432 Lakeview Avenue was valued at \$7,966.67 and is being sold for \$4,000.00.

The property located at 258 S. Loudon Avenue was valued at \$13,333.33 and is being sold for \$7,000.00.

The properties are being conveyed below the Waiver Valuation price because of the following factors:

1. specific benefit to the immediate community,
2. elimination of blight,
3. economic development, creation of real estate and other taxes,
4. established decline in market, and
5. the condition of properties.

**MBE/WBE PARTICIPATION:**

The property is valued at less than \$49,999.00 therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the land disposition agreement with Mr. James H. McLean, Jr., Developer, for the sale of the City-owned properties located at 2432 Lakeview Avenue (Block 3461/Lot 028) and 258 S. Loudon Avenue (Block 2539, Lot 024).

**MINUTES**

Department of Housing and  
Community Development (DHCD)

- Estoppel Certificate,  
Subordination and Mortgagee's  
Rights of Agreement

---

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Estoppel Certificate, Subordination and Mortgagee's Rights of Agreement with The Reinvestment Fund, Inc. (TRF).

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The City will consent to and approve a loan in the amount of \$999,000.00, made to Remington Row, LLC, by TRF, which is evidenced by an Indemnity Deed of Trust recorded among the Land Records in Liber 14759, Folio 012. The proceeds of the loan are to be used by Remington Row LLC, to finance the rehabilitation of nine properties conveyed to the Developer in a Land Disposition Agreement (LDA).

On August 29, 2012, the Board approved a Land Disposition Agreement and Purchase Money Mortgage (PMM) between the Mayor and City Council of Baltimore and Remington Row LLC, for the sale of nine City-owned properties known as 2805, 2807, 2809, 2817, 2821, 2823, 2833, 2837, and 2839 Remington Avenue. The project will consist of plans to gut and rehab the nine vacant and boarded row-houses in the 2800 block of Remington Avenue and convert them into affordable owner-occupied dwellings. The City disposed of the properties by virtue of Article 11, Section 15 of the Baltimore City Charter and Article 13, 2-7 (h) of the City Code.

The estoppel certificate, subordination and mortgagee's rights agreement clarifies the rights of the City and TRF, in the event of a default by Remington Row LLC, under the LDA and the loan it received from the Lender.

Rights of the Lender under the LDA are set forth in Article VII, the City agrees that following a default by the Owner, the City will not take any action to terminate and re-vest in the City, the fee simple estate in the property, nor re-enter and take

**MINUTES**

DHCD - cont'd

possession of the property or the improvements, unless it will first give the Lender written notice after the occurrence of any such default and stating the intention of the City to re-enter and take possession of the property or the improvements, or to terminate and re-vest in the City, the fee simple estate in the property, notwithstanding such notice, the LDA will not be terminated nor will title re-vest in the City.

The DHCD recommends that the Board approve the estoppel certificate, subordination and mortgagee's rights agreement, due to the added benefits it will bring to the Remington Community, in terms of community stabilization, the elimination of substandard housing, the enhancement of safety by reducing vacant and abandoned houses and placing nine properties in one block back on the City's tax roll.

**MBE/WBE PARTICIPATION:**

The properties sold are not subject to Article 5, Subtitle 28, of the Baltimore City Code.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the Estoppel Certificate, Subordination and Mortgagee's Rights of Agreement with The Reinvestment Fund, Inc.

**MINUTES**

Department of Housing and                      - Status Report on O'Donnell  
Community Development (DHCD)            Heights Project

**ACTION REQUESTED OF B/E:**

The Board is requested to NOTE the DHCD report on the status of the O'Donnell Heights Project and the response to the report from the O'Donnell Heights Tenant Council.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On January 16, 2013, the Board approved the Developer's Agreement No. 1259 with GBAHC/MICHAELS JV, LLC for new utilities for Phase 1 of the O'Donnell Heights redevelopment effort. Phase 1 consists of the new construction of 76 rental units on a portion of the O'Donnell Heights public housing site.

The O'Donnell Heights Tenant Council (OHTC) filed a protest to the Developer's Agreement. The OHTC expressed concern that the developer had not addressed several issues that were of deep importance to the O'Donnell Heights residents. In particular, the OHTC was concerned that the developer had not moved forward with a Development Advisory Agreement that would establish the formal role of the OHTC in the redevelopment and that certain rules regarding admission and occupancy of the units (the LTA Agreement) had not been finalized. The OHTC was also interested in receiving transactional documents from the deal.

The Board approved the Developer's agreement and requested an update on the status of discussions among the Baltimore Housing, the developer and the OHTC with an opportunity for both the developer and the OHTC to respond promptly so that the Board could have a full report from all parties.

The DHCD submitted its status report and the response from the OHTC has been received. The developer has not submitted a response.

## MINUTES

Dear Mr. President and Members:

The following actions in connection with OHTC's concerns have taken place since the January 16, 2013 BOE meeting:

1. Status of Development Advisory Agreement Between Developer and OHTC

Immediately following the January 16<sup>th</sup> Board meeting, the developer met with the OHTC President, Ms. Ella Broadway, and Legal Aid attorneys to discuss the terms of the Development Advisory Agreement. Since then, the parties have exchanged e-mails with suggested revisions. In a call on March 13, 2013, the parties reached a verbal agreement on the document. While there may be some final modifications in the written version, HABC expects that the Agreement will be executed in the very near future.

2. OHTC Consultation and Resolution on the Admissions and Leasing Criteria for Long Term Affordable (ETA) Units

OHTC, the developer, and HABC staff have spent more than two years drafting a stand-alone Admissions and Leasing Criteria for the LTA units. Typically, the LTA Agreement is worked out well in advance of the real estate closing on the development. The LTA Agreement in this case is particularly difficult because, for the first time, HABC is replacing public housing subsidies with other subsidies, but is doing so in a manner that will be as consistent with public housing rules as is practical. While most issues have been resolved, there are a few difficult questions still to be worked out. The developer is in the process of providing comments on the latest version of the LTA Agreement. HABC and OHTC expect to receive their feedback within the next few days. HABC hopes to have one or two more group meetings on the topic before finalizing the document.

3. Sharing of Transactional Documents

HABC e-mailed the transactional documents requested by OHTC on January 16, 2013, the same day as the Board meeting.

I am confident that the documents in question will be brought to a mutually agreeable conclusion shortly. HABC is very excited about the recent start of construction on Phase 1 of the project. It represents new, quality housing for our residents and others, housing that will greatly improve their quality of



**MINUTES**

life and spur investment in the surrounding neighborhood. HABC will continue to work with OHTC and the developer to ensure continued, meaningful resident participation in the development process. I look forward to witnessing the new community that has begun to rise at O'Donnell Heights.

As requested by the Board, copies of this letter are also being provided to OHTC and the developer so that they can respond as well.

## MINUTES



Legal Aid Bureau, Inc  
Statewide Advocacy Support Unit  
Charles H. Dorsey, Jr. Building  
500 E. Lexington Street  
Baltimore, Maryland 21202  
(410) 951-7777  
(410) 951-7818 FAX  
[www.mdlab.org](http://www.mdlab.org)

Warren S. Oliveri, Jr., President  
Wilhelm H. Joseph, Jr., Executive Director  
C. Shawn Boehringer, Chief Counsel  
Gustava E. Taler, Chief Operating Officer  
Cheryl Hystad, Director of Advocacy  
Gregory Countess, Assistant Director of Advocacy  
Janet Forrester-Hartge, Assistant Director of Advocacy  
Jennifer Goldberg, Assistant Director of Advocacy  
Yoanna Moisesides, Assistant Director of Advocacy  
Frank Natale, II, Assistant Director of Advocacy

## RESPONSE TO THE COMMISSIONER'S REPORT

Dear Mr. President and Members:

My client, the O'Donnell Height's Tenant Council (hereinafter "Council"), has had an opportunity to review the memorandum submitted by Commissioner Graziano dated March 15, 2013 and for the most part agree with its report as to the status of those concerns recited in the report.

The Commissioner is correct in reporting that the parties have reached agreement as it relates to the Developer's Consultant Agreement. The Developer's Consultant Agreement seeks to memorialize the role of the "Council" and the Developers in regard to the planning, construction, and operational phases of the Phase 1 redevelopment effort. Among the issues covered by the agreement are concerns related to the adequacy of the plan to hire low-income workers, including HABC residents. The "Council" is working with the Developer to resolve questions concerning the implementation of construction related hiring as required by HABC and federal law (section 3 hiring). The Agreement, among other issues also envisions the planning and implementation of a resident services program in which resident needs are assessed by residents, programs are designed and funded by fund raising efforts of the "Council" and a non-profit created by one of the Developer entities to meet those needs and the "Council" will take the lead in implementing those programs. The Agreement will be finalized upon execution of the document which we expect will occur in the next few days.

## MINUTES

We agree that HABC, the Developer and the "Council" have spent more than two years drafting a stand-alone Admissions and Leasing Criteria for the deeply subsidized units in Phase I (LTA units). We don't know at this time whether most of the issues have been resolved because the Council received written comment from HABC and the Developer this afternoon in regard to our comments dated December 14, 2012 and we have not had the opportunity to review their comments. HABC has promised we will continue to meet to resolve this issue but the "Council" is concerned because construction has begun and the first units will be ready for occupancy in December 2013.

We have received some of the transactional documents though we would request a copy of the closing binder as well as any additional project documents.

In light of the concerns we have expressed we would ask the Board to extend the review period for another sixty days.

Respectfully  
Gregory Countess

UPON MOTION duly made and seconded, the Board **NOTED** receipt of the report and response.

**MINUTES**

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

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a land disposition agreement with Druid Heights CDC, developer for the sale of the property known as 2134 McCulloh Street (Block 0309, Lot 017).

**AMOUNT OF MONEY AND SOURCE:**

\$500.00 - Purchase Price

**BACKGROUND/EXPLANATION:**

The amount of \$500.00 will be paid in full at closing. The property is and will continue to be used as a community playground.

The property was journalized and approved for sale on February 23, 2012.

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

In accordance with the City's appraisal policy, the waiver valuation process was used in lieu of an appraisal, for determining the price of 2134 McCulloh Street. The proposed price is \$1,950.00. The property is being sold for \$500.00.

The sale price is justified because of the following factors:

1. stabilizing the immediate community,
2. elimination of blight,
3. sale of this property will promote economic development by returning the property to the City's tax rolls, and

**MINUTES**

DHCD - cont'd

4. sale of the property will eliminate the City's current cost to maintain the property.

The comparables used to substantiate the proposed price of \$1,950.00 were 1419 Ensor Street, 4017 Chatham Road, and 530 Radnor Avenue.

The City is authorized to sell the property by virtue of Article II, Section 15 of the Baltimore City Charter, 1996 Edition, Article 13 of the Baltimore City Code - 2000 Edition, which established the Department pursuant to the Charter provision, and the provision of the Renewal Plan

**MBE/WBE PARTICIPATION:**

The property is not subject to Article 5, Subtitle 28 of the Baltimore City Code because the properties will be sold for less than \$49,999.99.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the land disposition agreement with Druid Heights CDC, developer for the sale of the property known as 2134 McCulloh Street (Block 0309, Lot 017).

**MINUTES**

Bureau of Water and Wastewater - On-Call Task Assignment

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 001 under Project No. 1160.1, On-Call Electrical Engineering Services to Shah & Associates, Inc.

**AMOUNT OF MONEY AND SOURCE:**

\$ 82,059.00 - Baltimore County  
82,059.00 - Baltimore City  
\$164,118.00 - 9956-907335-9551-900020-703031

**BACKGROUND/EXPLANATION:**

Under Task No. 001, the consultant will provide electrical services for the design of Arc Flash hazard improvements to the existing electrical distribution system at the Back River Wastewater Treatment Plant.

The Arc Flash hazard improvement is needed to comply with the requirements of NEC, NFPA, 70E, OSHA, and to provide a safe work place to persons responsible for the operation and maintenance of electrical facilities. The scope of the work includes field investigation, design to replace existing secondary main circuit breakers at various substations, design new remote breaker control cabinet to control the main breakers, design to replace existing branch circuit breakers serving Motor Control Center 2 and 3, prepare final contract document, construction cost estimates, and provide assistance during the bidding period. The Consultant was approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission.

**MWBOO GRANTED APPROVAL.**

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

## MINUTES

Bureau of Water and Wastewater - cont'dTRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$125,000.00	9956-908692-9549	
Wastewater	Constr. Reserve	
Revenue Bonds	Electrical	
	Systems Upgrade	
125,000.00	" "	
<u>Balto. County</u>		
<b>\$250,000.00</b>	-----	9956-907335-9551-3
		Engineering

The funds are required to cover the costs of the design for SC 925, Project 1160.1, Task No. 001, Design of Arc Flash Improvements at the Back River Wastewater Treatment Plant.

UPON MOTION duly made and seconded, the Board approved and authorized the assignment of Task No. 001 under Project No. 1160.1, On-Call Electrical Engineering Services to Shah & Associates, Inc. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

**MINUTES**Bureau of Water and Wastewater - On-Call Task Assignment**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 018 to Rummel, Klepper & Kahl, LLC, for Project 1143, Inspection Services, SC 888, SC 897, SC 899, SC 900, WC 1236, and WC 1237.

**AMOUNT OF MONEY AND SOURCE:**

\$ 74,788.46	-	9956-905752-9551-900020-705032	(SC 888)
74,788.46	-	9956-907646-9551-900020-705032	(SC 898)
74,788.46	-	9956-903645-9551-900020-705032	(SC 899)
74,788.46	-	9956-905644-9551-900020-705032	(SC 900)
37,394.23	-	9960-906653-9557-900020-705032	(WC 1236)
37,394.23	-	9960-906653-9557-900020-705032	(WC 1237)
<b>\$373,942.30</b>			

**BACKGROUND/EXPLANATION:**

Under Task No. 018, the consultant will provide construction inspection services for SC 888 for McComas Street Pumping Station and Force Main Upgrade, SC 898, Improvements to Sanitary Sewers in Stony Run Area in the Jones Falls Sewershed, SC 899, Improvements to Sanitary Sewers in Western Run Area of the Jones Falls Sewershed, SC 900, Design of Improvements to the Jones Falls Sewershed and WC 1236, Meter Settling Installation and Replacement, North Baltimore, WC 1237, Meter Settling Installation and Replacement, North East Baltimore per their proposal dated January 15, 2013.

**MWBOO GRANTED APPROVAL.**

**APPROVED FOR FUNDS BY FINANCE**

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

UPON MOTION duly made and seconded, the Board approved and authorized the assignment of Task No. 018 to Rummel, Klepper & Kahl, LLC, for Project 1143, Inspection Services, SC 888, SC 897, SC 899, SC 900, WC 1236, and WC 1237.



**MINUTES**

Department of Transportation - On-Call Task Assignment

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 08 to STV, Inc., for Project 1113, On-Call Consultant Services for Federal Aid Resurfacing and Reconstruction Services.

**AMOUNT OF MONEY AND SOURCE:**

\$499,755.41 - 9950-903298-9508-900010-703032

**BACKGROUND/EXPLANATION:**

Under Task No. 08, the consultant will provide design and preparation of final design documents for the Reconstruction of Martin Luther King Boulevard (MLK) and Howard Street intersection in Baltimore City. The scope of the work will include, but not be limited to documents of roadway pavement rehabilitation, pedestrian ramp modifications, storm water drainage, stormwater management, signals, signing, roadway markings, street lighting and landscape within project limits.

**DBE PARTICIPATION:**

The consultant will comply with Title 49 Code of Federal Regulations Part 26 (49CFR) and the DBE goal established in the original agreement.

**MWBOO GRANTED APPROVAL.**

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

## MINUTES

Department of Transportation - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$435,358.64	9950-919001-9509	9950-902398-9508-2
Federal	Constr. Reserve	Contingencies
	Highways Unallotted	Widening of
		MLK Blvd.

This transfer will fund the costs associated with Project 1113, On-Call Consultant Services for Federal Aid Resurfacing and Reconstruction Services, Task No. 8.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the assignment of Task No. 08 to STV, Inc., for Project 1113, On-Call Consultant Services for Federal Aid Resurfacing and Reconstruction Services. 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**

Dept. of Transportation - Correction-TR09037R DBE Information

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize a correction to the Disadvantage Business Enterprise (DBE) goal information for Contract TR 09037R, National Aquarium Access Improvements.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On March 27, 2013, the Board awarded TR 09037R, National Aquarium Access Improvements project to John Brawner in the amount of \$2,448,393.00 with a DBE goal participation rate of 28.54%. However, the DBE goal information was incorrect. The Board is requested to approve a correction to the DBE goals. The DBE amount of \$398,850.00 was incorrect. The correct amount is \$698,850.00 with a DBE percentage rate of 28.54%.

**DBE PARTICIPATION:**

\$698,850.00 – 28.54%

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the correction to the Disadvantage Business Enterprise goal information for Contract TR 09037R, National Aquarium Access Improvements. The Mayor **ABSTAINED**.

## MINUTES

Department of Human Resources - Personnel Matters

The Board is requested to approve the Personnel matters:

1. Upgrade the following classification:

33197 - Information Technology Manager  
From: Grade 121 (\$64,800.00 - \$91,100.00)  
To: Grade 123 (\$74,500.00 - \$105,100.00)

Cost: 0.00

The Department Human Resources has completed a compensation study of the Information Technology Manager classification. The nature of the work of this classification is such that industry professionals cross geographic boundaries, thereby increasing the competition among employers for highly skilled workers. A salary survey was conducted which included local jurisdictions with similarly functioning positions. The analysis of the compensation data supported a higher salary grade.

2. **ANGELA S. SMITH** \$47.77 **\$52,547.00**

Account: 1001-000000-1601-172500-601009

Ms. Smith, retiree, will serve as an Executive Level II. She will be responsible for acting as a lead worker on special projects; planning, organizing and directing project activity; researching, composing, and preparing special reports, correspondence and other written communication and acting as a human resource consultant to agencies. The period of the agreement is April 14, 2013 for one year.

The hourly rate show a 7% increase from the previous contract period. THE DEPARTMENT IS REQUESTING A WAIVER ON THE HOURLY RATE PORTION OF THE AM 212-1, PART I.

**THE PERSONNEL MATTERS HAVE BEEN APPROVED BY THE EXPENDITURE CONTROL COMMITTEE.**

**MINUTES**Department of Human Resources - cont'd

UPON MOTION duly made and seconded, the Board approved the foregoing Personnel matters. The Personnel matters have been approved by the Expenditure Control Committee.

**MINUTES****TRAVEL REQUESTS**Department of Housing and Community Development

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
1. Sheneka Frasier -Kyer Jaikishin Chughani	2013 Program Managers' School Nashville, TN April 21 - 24, 2013 (Reg. Fee \$0.00)	HUD Lead Abatement Grant	\$2,194.42

Mayor's Office of Information Technology (MOIT)

2. Christopher Tonjes Rudolph Chow*	CS Week 37 Conference Orlando, FL April 29 - May 3, 2013 April 30 - May 3, 2013* (Reg. Fees \$1,025.00 ea.)	General Funds	\$4,200.60
---	---	------------------	------------

The MOIT has pre-paid Mr. Tonjes and Mr. Chow's registration fees in the amount of \$1,025.00 each on a City issued credit card assigned to Mr. Tonjes. Mr. Tonjes' airfare in the amount of \$757.80 was pre-paid on a City issued credit card assigned to Mr. Tonjes. Therefore, the disbursement to Mr. Tonjes will be \$674.00, and the disbursement amount to Mr. Chow will be \$718.80.

Mayor's Office

3. Kathe Hammond	National Forum for Black Public Administrators Atlanta, GA April 19 - 23, 2013	General	\$2,171.80
------------------	--	---------	------------

**MINUTES****TRAVEL REQUESTS**Department of General Services

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
4. Theodore Atwood	Sustainable Facilities Summit 2013 Lake Tahoe, CA June 23 - 26, 2013 (Reg. Fee \$2.00)	Federal Energy Efficiency & Conservation Block Grant	\$ 891.60

Department of Public Works

5. Shaaron Phillips	Customer Service Week Tampa, FL April 28 - May 4, 2013 (Reg. Fee \$1,025.00)	Water	\$2,282.52
---------------------	---	-------	------------

The registration fee in the amount of \$1,025.00 was paid by Expenditure Authorization No. 000113587. The disbursement to the attendee will be \$1,257.52.

Fire and Police Employees' Retirement System

6. Paul DeSimone	Portfolio Concepts & Management Philadelphia, PA May 5 - 9, 2013 (Reg. Fee \$4,350.00)	Special Funds Fire & Police	\$5,322.19
------------------	---	--------------------------------	------------

## MINUTES

TRAVEL REQUESTSDepartment of Recreation and Parks

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
7. Corinne Parks*	MD Rec. & Parks	Special	\$8,722.46
Mary Hardcastle**	Assn. Conference	Funds	
Afrika Kwanna**	Ocean City, MD		
Walter Todd	April 16 - 18, 2013		
Clary*	(Reg. Fee \$195.00*,		
Scott Stanfill**	\$136.00**, and \$110.00)		
Alison Longworth**			
Thomas Jeannetta*			
JoAnn Cason*			
Robert Wall*			
Ronnie Daniels*			
Tracey Estep*			
Robert Signor*			
Molly Gallant*			
Willie Mae Byrd			

The registration for each attendee was prepaid on EA000115759 and EA000115785.

Ms. Afrika Kwanna's hotel was pre-paid in the amount of \$109.40 on the City issued credit card assigned to Mr. Kenn L. King, making the disbursement to Ms. Kwanna, \$367.02.

Mr. Ronnie Daniels will be using a City vehicle to travel to and from the conference. His departure time does not coincide with any of the other attendees so he will be traveling alone. Mr. Daniels' hotel was pre-paid in the amount of \$109.40 on the City issued credit card assigned to Mr. Kenn L. King, making the disbursement to Mr. Daniels, \$208.60.

Ms. Parks, Ms. Hardcastle, Mr. Clary, Mr. Stanfill, Ms. Longworth, Mr. Jeannetta, Ms. Cason, Mr. Wall, Ms. Estep, Mr. Signor, Ms. Gallant, and Ms Byrd, will each receive a disbursement in the amount of \$476.42.



**MINUTES****TRAVEL APPROVAL/REIMBURSEMENT**Health Department**TRAVEL APPROVAL**

8. Keith Davis

\$920.48

On February 6 - 8, Mr. Davis traveled to Kansas City, Missouri, to attend the 12<sup>th</sup> Annual New Partners for Smart Growth Conference. The travel request was late because the time and location were changed with little advanced notice, which prevented the agency to have adequate time for its administrative review and submission to the Board for approval.

The Department pre-paid the cost of transportation in the amount of \$344.70 and the registration fee in the amount of \$329.00 on City issued credit card assigned to Jacquelyn Duval-Harvey.

The Department is requesting approval of this travel request retroactively in the amount of \$920.48.

**REIMBURSEMENT**

Transportation	(\$ 344.70)
Hotel	232.88
Meals	13.90
Registration Fees	( 329.00)
	<b>\$ 246.98</b>

Therefore, the Department is requesting reimbursement for the hotel accommodations and meals totaling \$246.78.

## MINUTES

TRAVEL APPROVAL/REIMBURSEMENTDepartment of Law

9. George Nilson	International Municipal Lawyer Association Annual (IMLA) Conference Austin, TX Oct 21 - 23, 2012 (Reg. Fee \$0.00)	General Fund	\$ 289.49
------------------	--	-----------------	-----------

On October 10, 2012, the Board approved the IMLA travel request for Mr. Nilson in the amount of \$1,257.75. The travel approval included airfare in the amount of \$291.20, subsistence of \$686.55, as well as prepaid registration in the amount of \$250.00.

The subsistence rate for this location was \$179.00 per day. The hotel cost was \$199.00 per night, plus occupancy taxes of \$29.85 per night. The Department requested an additional \$20.00 per night to cover the hotel cost and \$29.85 per night for occupancy taxes for a total of \$149.55. The disbursement to Mr. Nilson was in the amount of \$1,002.75.

Ground transportation and additional subsistence for meals were not requested in the travel approved on October 10, 2012. The Department is requesting reimbursement to Mr. Nilson for the following items:

	Parking	\$ 48.00
	10/20/12 meals	40.00
10/21/12 Conf. mtg. with meal		20.00
	10/21/12 meals	40.00
	10/22/12 meals	40.00
	10/23/12 meals	37.01
<b>Total:</b>		<b><u>\$225.01</u></b>

**MINUTES****TRAVEL APPROVAL/REIMBURSEMENT**Office of the City Council President

10. Helen Holton	NACo Legislative Conference Washington, DC March 2 - 5, 2013 (Reg. Fee \$490.00)	General Funds	\$883.20
------------------	--	------------------	----------

Ms. Holton traveled to Washington, DC on City-related business on March 2 - 5, 2012. Ms. Holton was planning to commute for two days of the conference but due to the early and late meeting decided to extend her hotel stay. When the decision was made, it was not enough time to get the additional funds approved. The registration was prepaid using Mr. Hosea Chew City issued procurement card. The Office is requesting \$554.99 for the reimbursement to Ms. Holton.

Subsistence ReceivedFunds Expended

Subsistence	\$295.00/day	Subsistence Recv'd.	(\$328.21)
Hotel Taxes	33.21	Hotel	687.00
of 14.5%		(\$229.00 x 3)	
		Hotel Taxes	22.57
		(14.5% x 3 days)	
Advance of Funds	\$328.21	Taxi	60.00
		(\$60.00)	
		Train	14.00
		Reimbursement Amount	<u>\$554.99</u>

The Board, UPON MOTION duly made and seconded, approved the travel request, and travel reimbursements. The Mayor **ABSTAINED** on item no. 3. The President **ABSTAINED** on item no. 10. The Comptroller **ABSTAINED** on item no. 6. The City Solicitor **ABSTAINED** on item no. 9.

## MINUTES

PROPOSAL AND SPECIFICATIONS

1. Bureau of Water & Wastewater - WC 1251, Repaving Utility Cuts  
at Various Locations  
**BIDS TO BE RECV'D: 05/08/2013**  
**BIDS TO BE OPENED: 05/08/2013**

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above-listed Proposal and Specifications to be advertised for receipt and the opening of bids on the date indicated.

President: "There being 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 Addendum extending the dates for receipt and opening of bids on the following contract.

- |   |  |
|---|--|
| <u>Bureau of Water &amp; Wastewater</u> | - WC1240, Meter Setting<br>Installations and Water Main<br>Replacements at Various<br>Locations, West Baltimore<br><b>BIDS TO BE RECV'D: 05/01/2013</b><br><b><u>BIDS TO BE OPENED: 05/01/2013</u></b>                   |
| <u>Bureau of Water &amp; Wastewater</u> | - WC1255, Meter Setting<br>Installations and Water Main<br>Replacements at Various<br>Locations, East Baltimore &<br>Locust Point<br><b>BIDS TO BE RECV'D: 05/01/2013</b><br><b><u>BIDS TO BE OPENED: 05/01/2013</u></b> |
| <u>Bureau of Water &amp; Wastewater</u> | - WC 1256 Meter Setting<br>Install Water Main Repairs &<br>Various Locations, Patterson<br>Vicinity<br><b>BIDS TO BE RECV'D: 05/01/2013</b><br><b><u>BIDS TO BE OPENED: 05/01/2013</u></b>                               |
| <u>Department of Transportation</u>     | - TR12007, Demolition of Pratt<br>Street Pedestrian Bridges:<br>Charles and Gay Streets<br><b>BIDS TO BE RECV'D: 04/17/2013</b><br><b><u>BIDS TO BE OPENED: 04/17/2013</u></b>   |

## MINUTES

Department of General Services - GS 11836 Baltimore City Fire  
Academy Structural Fire  
Fighting Prop & Rehab Station  
**BIDS TO BE RECV'D: 04/24/2013**  
**BIDS TO BE OPENED: 04/24/2013**

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 General Services - GS 13802, West Street Garage  
Repair

Concrete Protection & Restoration, Inc.  
E&R Services Inc.  
Mid-Atlantic General Contractors, Inc.

Bureau of Water & Wastewater - SC 897R, Improvements to  
Sanitary Sewers in Greenmount,  
Hampden, and Bolton Hill Areas  
in the Jones Falls Sewershed

Miller Pipeline  
Instituform Technologies, LLC  
AM-Liner East Inc.  
Spiniello  
SAK Construction, LLC  
Inland Waters Pollution  
Control, Inc.

Bureau of Purchases - B50002874, Paper Lawn & Leaf  
Bags

AJM Packaging Corp.  
Laniado Wholesale Maintenance  
Products, Inc  
Dano Enterprises, Inc.  
Office Depot, Inc.  
Acme Paper  
Durobag Manufacturing Co.

## MINUTES

\* \* \* \* \*

There being no objections, the Board UPON MOTION duly made and seconded, the Board adjourned until its next regularly scheduled meeting on Wednesday, April 17, 2013.

JOAN M. PRATT  
Secretary