

BOARD OF ESITMATES

November 20, 2013

## MINUTES

REGULAR MEETING

Honorable Bernard C. "Jack" Young, President  
Honorable Stephanie Rawlings-Blake, Mayor - **ABSENT**  
Harry Black, Director of Finance  
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  
Rudolph S. Chow, Deputy Director of Public Works  
Bernice H. Taylor, Deputy Comptroller and Clerk

Pursuant to Article VI, Section 1(c) of the revised City Charter effective July 1, 1996, the Honorable Mayor, Stephanie Rawlings-Blake, in her absence during the meeting, designated Mr. Harry Black, Director of Finance, to represent the Mayor and exercise her power at this Board meeting.

The meeting was called to order by the President.

President: "I will direct the Board members attention to the memorandum from my office dated November 18, 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 approval of all items on the routine agenda."

Comptroller: "Second."

President: "All those in favor say aye. Those opposed 'NAY'. The routine agenda has been approved."

## 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:

Angelozzi Brothers, Inc.	\$ 8,000,000.00
Ceepco Contracting, LLC	\$ 9,702,000.00
Heitkamp, Inc.	\$ 4,000,000.00
Work Capacity Rating Underwritten	
by Blanket Guarantee of \$4,000,000.00	
from the Parent Corporation Sekisui	
America Corporation	
Marona Construction Co.	\$21,510,000.00
Nichols Contracting, Inc.	\$ 8,000,000.00
Sympora, Inc.	\$ 1,098,000.00

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.

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**MINUTES**Mayor's Office of Human Services (MOHS) - Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an agreement with Marian House, Inc. The period of the agreement is December 1, 2013 through November 30, 2014.

**AMOUNT OF MONEY AND SOURCE:**

\$49,680.00 - 4000-496313-3573-591219-603051

**BACKGROUND/EXPLANATION:**

Marian House, Inc. will provide rental assistance, utility allowance and other supportive services in four scattered site apartments throughout Baltimore City to four homeless women and their families who have a history of one or all of the following: long term chemical addiction, childhood sexual abuse, domestic violence, chronic mental illness, HIV/AIDS, incarceration and serious physical health issues.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Marian House, Inc.

**MINUTES**Department of Planning - Transfer of Life-To-Date Sick Leave

The Board is requested to approve the transfer of Life-To-Date sick leave days from the listed City employees to the designated employee, Kathleen Imbriano.

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

<u>NAMES</u>	<u>DAYS</u>
Laurie Feinberg	5
Tammy Scroggins	5
Eric Tiso	5
	<u>15</u>

**THE LABOR COMMISSIONER RECOMMENDED APPROVAL.**

UPON MOTION duly made and seconded, the Board approved the transfer of Life-To-Date sick leave days from the listed City employees to the designated employee, Kathleen Imbriano.

**MINUTES**Department of Planning - Memorandum of Understanding**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Memorandum of Understanding (MOU) with the State of Maryland Department of Natural Resources. The period of the MOU is November 1, 2013 through October 31, 2014.

**AMOUNT OF MONEY AND SOURCE:**

\$51,049.00

**BACKGROUND/EXPLANATION:**

Baltimore is highly vulnerable to many natural hazards, including coastal storms, flooding, extreme heat and high winds. These types of extreme events are likely to increase in frequency and magnitude over the coming years. On October 3, 2013, the Planning Commission approved the Disaster Preparedness Project and Plan (DP3), which includes recommendations for both mitigating natural hazards and adapting to the impact of climate change. It is imperative that the plan move directly from the development phase into the implementation phase to capitalize on the momentum generated during plan development.

Under this MOU, the funds will be utilized to implement four specific implementation elements as follows:

1. an awareness campaign to educate and engage the public about their risk of climate change,
2. integration of DP3 recommended actions into capital improvement plans, capital budgets, community plans and economic development initiatives,
3. implementation of two high priority action items as identified in the DP3 related to policy, legislation, or design, and

BOARD OF ESTIMATES

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**MINUTES**Dept. of Planning - cont'd

4. preparation and submission of the Community Rating System application to FEMA as a way to lower flood insurance rates for all Baltimore City residents and business.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with the State of Maryland Department of Natural Resources.

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**MINUTES**Department of Planning - Report on Previously  
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds subject to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter. Today, the Board is requested to **NOTE 20** favorable reports on Transfers of Funds approved by the Board of Estimates at its meetings on October 23, 30, and November 6, 2013.

The Board **NOTED** the 20 favorable reports.

**MINUTES**

Mayor's Office of Neighborhoods - Addendum to Inter-governmental Agreement

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**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an addendum to Inter-governmental agreement with the State of Maryland, Department of Human Resources (DHR), Family Investment Administration, Maryland Office for Refugees and Asylees (MORA).

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On August 21, 2013, the Board approved the inter-governmental agreement for the Targeted Assistance Program (TAP). Under the agreement, the City administers the funds (FY 2014 in the amount of \$390,860.00) allocated for the Baltimore City Metropolitan area on behalf of the Maryland Department of Human Resources (DHR).

The original inter-governmental agreement should have included language on Transparency Act Compliance. This addendum includes the language on Transparency Act Compliance. The DHR/MORA has submitted an addendum to the inter-governmental agreement for approval.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the addendum to Inter-governmental Agreement with the State of Maryland, Department of Human

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**MINUTES**

Mayor's Office of Neighborhoods - cont'd

Resources, Family Investment Administration, Maryland Office for  
Refugees and Asylees. On behalf of the Honorable Mayor, Mr.  
Harry Black **ABSTAINED**.

## MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payment of Settlement</u>			
1. IV Financial Enterprises, LLC (previous owner)	1708 E. Preston Street	F/S	\$ 8,600.00

On March 14, 2012, the Board approved the acquisition of the fee simple interest, by condemnation, in the real property located at 1708 E. Preston Street for the amount of \$8,000.00 based upon an independent appraisal report. The City requested the independent appraiser to update the appraisal report. The updated report revealed a value of \$10,000.00. The owner of the property interest commissioned an appraisal which valued it at \$32,000.00. On the eve of the trial, the parties agreed to settle the action for the amount of \$16,600.00. Therefore, the Board is requested to approve an additional \$8,600.00 in settlement of this case.

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

UPON MOTION duly made and seconded, the Board approved and authorized the option.

**MINUTES**

Mayor's Office of Human Services - Governmental/Charitable  
Solicitation Application

**ACTION REQUESTED OF B/E:**

The Board is requested to endorse a governmental/charitable solicitation application for submission to the Baltimore City Ethics Board for the Mayor's Office to solicit a broad range of business, nonprofits, and foundations located in Baltimore City to donate funding to The Journey Home, Baltimore's 10-year plan to end homelessness. The period of the campaign is January 2014 through December 31, 2014.

**AMOUNT OF MONEY AND SOURCE:**

No general funds are involved in this transaction.

**BACKGROUND/EXPLANATION:**

The Journey Home is an initiative of the Mayor's Office working in conjunction with the United Way of Central Maryland to eradicate homelessness by making it rare and brief. The Journey Home Plan was designed to help address policy and the practical realities facing the City, ensuring that the citizens of Baltimore have a safe, stable place to live. While many strides have been made since the plan was released, there is much more work to be done.

The Mayor's Office of Human Services has been working with partners and stakeholders to create a continuum of care for those experiencing homelessness or who are at-risk of experiencing homelessness.

Solicitations related to The Journey Home will be "directed at a broad range of potential donors" and will not "specially target controlled donors" as required by Baltimore City Ethics Regulation 96.26B.

## MINUTES

Mayor's Office of Human Services - cont'd

The Baltimore City Ethics Board required that the submitted application be reviewed and approved by the Board of Estimates. This is the first time that is being requested in compliance with this directive. The Baltimore City Ethics Board has approved this application subject to the following conditions:

1. Before any "controlled donor" may be solicited (i.e., any person who does or seeks to do business with any agency of the City, or whose activities are regulated or controlled by any agency of the City, or who otherwise falls within the scope of the City Code Article 8, Section 6-26(a)(1) through (5), the proposed campaign must be endorsed by the Board of Estimates (or its designee).
2. The campaign must be conducted in accordance with the standards, terms, and conditions set forth in Board Regulation 06.26 and the submitted application.
3. Solicitation will be directed to a wide range of businesses, individuals, and organizations that are invested in the mission of ending homelessness. Public servants are not to be involved in the process of selecting potential donors to be solicited, though they may, at their discretion, decline to solicit any potential donor identified by the outside promotion team.
4. Period Reports (once every 2 months) and a Final Report (within 30 days after all solicitations and anticipated donations have been made) must be filed with the Baltimore City Board of Ethics Form 627.

**MINUTES**Mayor's Office of Human Services - cont'd

5. This approval is January 2014 through December 31, 2014. After that date, a new application will be required for any additional solicitation efforts.

UPON MOTION duly made and seconded, the Board endorsed the governmental/charitable solicitation application for submission to the Baltimore City Ethics Board for the Mayor's Office to solicit a broad range of business, nonprofits, and foundations located in Baltimore City to donate funding to The Journey Home, Baltimore's 10-year plan to end homelessness.

## MINUTES

Department of Housing and - HOME Investment Partnership  
Community Development Program Loan

ACTION REQUESTED OF B/E:

The Board is requested to approve a HOME Investment Partnership Program Loan in an amount not to exceed \$1,500,000.00 to Bon Secours Benet House Limited Partnership. The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute any and all legal documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Law Department.

AMOUNT OF MONEY AND SOURCE:

<u>SOURCES*</u>	<u>USES</u>		
LIHTC	\$ 2,707,339.00	Acquisition	\$ 4,779,000.00
FHA LOAN	4,710,000.00	Constr. Costs	3,763,559.00
Rental Housing Works	2,062,412.00	Constr.-Related Fees	496,535.00
MEEHA - EmPower Program	80,889.00	Financing Costs	1,197,567.00
HOME Loan	1,500,000.00	Syndication Costs	75,749.00
AHP Funds	450,000.00	Developer Fee	1,238,869.00
Deferred Developer Fee	102,089.00	Guarantee & Res.	546,550.00
Interim Income	277,100.00		
Replacement Reserve	<u>208,000.00</u>		
	<b>\$12,097,829.00</b>		<b>\$12,097,829.00</b>

\* excludes a short-term construction period tax-exempt bond issued by the Maryland Community Development Administration

HOME Funds Account: 9910-902388-9610

BACKGROUND/EXPLANATION:

The proceeds from the HOME Loan will be used to support a portion of the hard construction costs of the rehabilitation of 101 residential rental units known as the Benet House Apartments located at 400 Millington Avenue.

## MINUTES

DHCD - cont'd

The Bon Secours Benet House project (the Project) involves the preservation and renovation of an affordable 101-unit (25 studio apartments and 76 one-bedroom apartments), independent living building in the Mill Hill neighborhood of Baltimore City. As a HUD Section 202 property, all of the residents are 62 and older and/or disabled adults receiving project-based Housing Choice Voucher subsidies from a 20-year Housing Assistance Payment (HAP) contract.

Bon Secours purchased a former Baltimore City school building from the City in December 1989 and thereafter completed a full renovation of the school and added a new four-story wing. Benet House opened for residency in 1991 and has been continuously occupied. After approximately 22 years of operation, the property needs to be upgraded and renovated. The planned renovations are targeted to improve the building's performance and the quality of life for the residents. The proposed renovations will conform to the City's sustainability rules, creating healthier and more energy efficient homes for residents. Green features will include: upgrades to the central heating system, Energy Star appliances and light fixtures, and low-flow plumbing fixtures. Upon completion of the renovation, 20 units will be rented to households at or below 30% of the area median income (AMI), 20 units will be rented to households at or below 50% of the AMI and 61 units will be rented to households at or below 60% AMI.

A HUD Section 22 (d)(4) Substantial Rehabilitation Valuation Analysis appraisal was completed by Robert D. Wright, MAI, dated May 16, 2013, which indicates an estimated "As Is Market Value" of \$4,470,000.00. This "As Is Market Value" was calculated pursuant to the FHA guidelines using an "Income and Sales Comparison Approach" and is based on net operating income of \$401,716.00. This approach reduces the value substantially because it is based on projected rents on the income-restricted units. Receiving an appraised value below the total cost of the completed project is common in transactions involving the production of affordable housing such as this. Without the Low

**MINUTES**

DHCD - cont'd

Income Housing Tax credits and public financing used for construction, projects with restricted rents could not be financed. Since this appraisal was sufficient both for the FHA-insured permanent Loan and the State Loans (defined herein), the Department is comfortable recommending the HOME Loan under these circumstances.

**Participating Parties:**

**A. Developer/Owner/Project Manager**

Development and ownership entities will be Bon Secours Benet House Limited Partnership, which is an affiliate of the Unity Properties, Inc. (Unity), which in turn is a subsidiary of Bon Secours Baltimore Health System.

**B. General Contractor/Architect**

Southway Builders, Inc., will act as the general contractor and will post a 100% payment and performance bond. Mark Thomas Architects will provide architectural services.

**C. Participating Lenders:**

**WELLS FARGO MULTIFAMILY CAPITAL - 1<sup>st</sup> lien**

Wells Fargo Multifamily Capital is expected to make an FHA-insured construction/permanent Loan (the First Loan) with an interest rate of approximately 5%, along with mortgage insurance premium of 45 basis points over a 40 year term. The first Loan will be paired with short-term, tax-exempt bonds issued by the Maryland Community Development Administration. During construction, proceeds of the First Loan will secure the tax-exempt bonds; after construction completion, the proceeds of the First Loan will be used to pay off the tax-exempt bonds, and the First Loan will convert to an FHA-insured permanent Loan. The Bank of America will purchase the short-term tax-exempt bonds. All subordinate debt, including the HOME Loan, will be subject to FHA requirements.

## MINUTES

DHCD - cont'd

**MD DHCD AND CDA RHW LOAN AND EMPOWER LOAN - 2<sup>nd</sup> lien**

With respect to the Maryland Department of Housing and Community Development and the Community Development Administration (CDA), a unit of the Division of Development Finance of MD DHCD, two Loans will be made, one from the Rental Housing Works program (the RHW Loan) and the other from the MEEHA - EmPOWER Program (the EmPOWER Loan, and together with the RHW Loan, the State Loan). Interest on the RHW Loan will accrue on sums advanced at the rate of 0% during construction and a rate of 2% during the 40-year permanent Loan period. Interest on the EmPOWER Loan will accrue on sums advanced at the rate of 0% during construction and during the 40-year permanent Loan period. Following construction, payments of principal and interest will be required on the RHW Loan (from a portion of available cash flow following payment of all Project expenses including superior Loan payments) but no such payments will be required on the EmPOWER Loan. The State Loan will be long-term, subordinate, non-recourse debt.

**BALTIMORE CITY HOME FUNDS - 3<sup>rd</sup>**

During the construction phase, interest will accrue at a rate of 3.5% per annum on sums advanced. The construction phase will be for a period of not to exceed 18 months from the date of closing which includes time permitted for cost certification. During the Permanent Loan Period, which will be that 40-year period beginning upon construction completion, interest will be charged at a rate of 3.5% per annum and, subject to FHA and MD DHCD requirements, payments of principal and interest will be made only from a portion of cash flow following payment of all Project expenses including superior loan payments. The entire principal balance and any interest will be due and payable in the event of a refinancing, sale, transfer, conveyance or any encumbrances of the Project or portion of thereof without the prior written consent of DHCD. Should an event of default occur, interest will accrue from the date of the default at the prime rate of interest plus 4% (P+4%). The HOME Loan will be long-term, subordinate, non-recourse debt.

## MINUTES

DHCD - cont'd

**EQUITY AND OTHER GRANTS**

In addition, Unity will also make a loan of grant funds received for the project through the Federal Home Loan Bank's (FHLB) Affordable Housing Program (AHP). This loan will be in a lien position subordinate to the HOME Loan.

**MBE/WBE PARTICIPATION:**

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

**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,500,000.00	9910-924013-9609	9910-902388-9610
Federal HOME FY 2013	HOME FY 2013 - Reserve	Benet Apartments - Bon Secours

This transfer will provide Federal HOME funds to Bon Secours Benet House, LP. The funds will be used to support a portion of the construction costs of the rehabilitation of 101 residential units known as the Benet House Apartments.

UPON MOTION duly made and seconded, the Board approved the HOME Investment Partnership Program Loan in an amount not to exceed \$1,500,000.00 to Bon Secours Benet House Limited Partnership. The Board also authorized the Commissioner of the

**MINUTES**DHCD - cont'd

Department of Housing and Community Development to execute any and all legal documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Law Department. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

## MINUTES

Department of Housing and -      Community Development Block  
Community Development      Grant (CDBG) Agreements

The Board is requested to approve and authorize execution of the CDBG agreements with the listed organizations:

1. **WOMEN'S HOUSING COALITION, INC.**      **\$47,310.00**  
(WHC)

Account: 2089-208914-5930-437923-603051

The WHC will provide permanent housing, case management and other support services to 101 low- to moderate-income persons and their children. The WHC serves formerly homeless women, age 18 and older, a majority of which suffer from chronic mental illness, substance abuse and disabilities. The funds will be used to offset the operating costs. The period of the agreement is July 1, 2013 through June 30, 2014.

2. **COPPIN HEIGHTS COMMUNITY DEVELOPMENT CORPORATION, INC.**      **\$40,000.00**

Account: 2089-208914-5930-426526-603051

The organization is dedicated to being a catalyst to stimulate economic development within the Greater Coppin Heights/Rosemont community by offering The Tool Box For Financial Fitness (TBFF) financial literacy program. The TBFF program aims to combat financial illiteracy, evictions, and foreclosures in Baltimore City by providing low- to moderate-income residents with the skills to manage their money, make sound financial decisions and decrease their debt. The period of the agreement is October 1, 2013 through September 30, 2014.

## MINUTES

DHCD - cont'd

3. **BALTIMORE NEIGHBORHOODS, INC. (BNI)** **\$53,610.00**

Account: 2089-208914-5930-435984-603051

The BNI will continue working towards the maintenance of an open housing market, the improvement of tenant/landlord relations, and the promotion of affirmative fair housing practices in the sale and rental of housing. The BNI will also provide outreach and education to inform the public about tenant/landlord issues, fair housing statutes, and other civil rights concerns and will refer complaints to the Maryland Commission of Human Relations, and monitor the response of that agency to complaints. The agreement is for the period October 1, 2013 through September 30, 2014.

**MWBOO GRANTED A WAIVER.**

4. **HARBEL COMMUNITY ORGANIZATION, INC. (HARBEL)** **\$65,000.00**

Account: 2089-208914-5930-432235-603051	\$53,200.00
2089-208914-5930-432291-603051	\$11,800.00

The agreement will provide funds to assist in community efforts to prevent crime and bring safety and stability in the communities of Belair Edison, Harford, and Coldstream-Homestead-Montebello. Harbel's crime awareness efforts will be carried out by the North-East Citizens Patrol, a partnership between Harbel and the Northeast District Police. Harbel will also provide homebuyer education and housing counseling services to low and moderate-income persons. The agreement is for the period September 1, 2013 through August 31, 2014.

**MWBOO GRANTED A WAIVER.**

## MINUTES

DHCD - cont'd

On June 26, 2013, 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 2013 Annual Action Plan for the following four formula programs:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnerships (HOME)
3. Emergency Solutions Grant (ESG)
4. Housing Opportunities for Persons with AIDS (HOPWA)

Upon approval of the resolution, the DHCD's Contract Section began negotiating and processing the CDBG agreements as outlined in the Plan effective July 1, 2013 and beyond. Consequently, these agreements were delayed due to final negotiations and processing.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the CDBG Agreements with the aforementioned organizations. The Comptroller **ABSTAINED** on item no. 2.

4702

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**MINUTES**

**TRANSFERS OF FUNDS**

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following page:

4704

SUBJECT to receipt of favorable a report

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. <b>\$706,000.00</b>	9950-903493-9528 MVR Construction Reserve Development Agreement Uplands	9950-904493-9527-2 Contingency Uplands Redevelopment

This transfer will cover the deficit in the account and fund the inspection and miscellaneous charges for the Upland Redevelopment Project awarded to Monumental Paving & Excavating.

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

The Board is requested to approve and authorize execution of an agreement with Ms. Kildia Cepeda. The period of the agreement is October 1, 2013 through September 30, 2014.

**AMOUNT OF MONEY AND SOURCE:**

\$8,658.00 - 4000-436114-3255-316200-603018  
(\$39.00 per hour x 222 maximum hours)

**BACKGROUND/EXPLANATION:**

Ms. Cepeda will work as a Training Instructor for the National Family Caregivers Program. She will provide support training and education classes for family caregivers, volunteers, and grandparents, maintain personal and confidential files, and report all problems or potential problems to the program manager.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Ms. Kildia Cepeda.

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

The Board is requested to approve an expenditure of funds to pay Grateful Deli, LLC for services provided on July 15, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$705.70 - 6000-626613-3080-292302-603020

**BACKGROUND/EXPLANATION:**

On July 3, 2013, the Department processed a Purchase Order (PO) for Grateful Deli, LLC to cater a Client Centered Services Training scheduled for July 15, 2013.

However, the budget account number needed to be activated due to the new fiscal year. Once the activation was confirmed, it was then determined that the PO could not be timely processed for approval before the training date nor was there enough time to determine another solution. Cancellation of the event would have resulted in programmatic challenges and additional costs. Furthermore, it would have been impossible to reschedule training participants before the grant termination date of August 31, 2013. Therefore, the Department is requesting authorization and approval to pay the invoice from the Grateful Deli, LLC for catering services provided on July 15, 2013.

**MBE/WBE PARTICIPATION:**

N/A

**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 Grateful Deli, LLC for services provided on July 15, 2013.

**MINUTES**Health Department - Ratification**ACTION REQUESTED OF B/E:**

The Board is requested to ratify a no-cost time extension with the Family League of Baltimore City, Inc. (FLBC) through October 30, 2013.

**AMOUNT OF MONEY AND SOURCE:**

No additional funds are associated with this extension.

**BACKGROUND/EXPLANATION:**

On May 9, 2012, the Board approved acceptance of the initial grant award and memorandum of agreement (MoA) with CareFirst BlueCross BlueShield (BCBS) in the amount of \$1,000,000.00 for the period July 1, 2012 through July 31, 2013. The grant and agreement was for B'More for Healthy Babies' services.

On February 27, 2013, the Board approved the agreement with the FLBC for the B'More for Healthy Babies Initiative in the amount of \$850,000.00 for the period July 1, 2012 through June 30, 2013.

On August 14, 2013, the Board approved a no-cost extension to the MoA with the BCBS, which extended the period of the MoA through October 30, 2013.

As a result, the FLBC has requested a no-cost extension to its agreement to reflect the extended project period ending October 30, 2013.

This request is late because of delays in the administrative review process. The Department apologizes for the lateness.

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**MINUTES**Health Department - cont'd**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE****AUDITS NOTED THE TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board approved ratification of the no-cost time extension with the Family League of Baltimore City, Inc. through October 30, 2013.

**MINUTES**Health Department - Update to the Unified Funding Document**ACTION REQUESTED OF B/E:**

The Board is requested to accept the update to the unified funding document (UFD) for the period ending September 30, 2013.

**AMOUNT OF MONEY AND SOURCE:**

The funding is provided by the State of Maryland Department of Health and Mental Hygiene. The amount of each grant is as follows:

<b>GRANT</b>				
<b>DESCRIPTION</b>	<b>TYPE OF ACTION</b>	<b>AMOUNT</b>		<b>TOTAL AWARD</b>
Children/Adol. Health Advocacy	Supplement	\$ 95,818.00		\$ 95,818.00
School Health	Supplement	40,143.00		90,143.00
No Wrong Door	New	160,000.00		160,000.00
Public Health Emergency Preparedness	Budget Correction	3,196.00		420,748.00
Lead Poison-ing Prev.	Budget Correction	<u>82,436.00</u>		848,552.00
	<b>Total</b>	<b>\$381,593.00</b>		

**BACKGROUND/EXPLANATION:**

As the fiscal year progresses supplements, modifications, and/or reductions will be processed through the granting administrations with revised Unified Funding awards being issued. The most current UFD will be the official award of record.

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**MINUTES**Health Department - cont'd

This updated UFD is late because of delays in the administrative review process.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

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

UPON MOTION duly made and seconded, the Board approved acceptance of the update to the unified funding document for the period ending September 30, 2013.

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

The Board is requested to ratify services and approve and authorize payment of Outstanding invoice to Maryland Institute College of Art (MICA). The invoice is for the period March 12, 2012 through June 15, 2012.

**AMOUNT OF MONEY AND SOURCE:**

\$8,760.00 - 1001-000000-3023-271800-603026

**BACKGROUND/EXPLANATION:**

MICA provided the design development and print production of the STD/HIV campaign targeting men who have sex with men.

On February 28, 2012, the STD program manager contacted MICA for STD/HIV campaign services and requested an agreement.

On February 29, 2012, the Department attempted to prepare a purchase requisition for services but did not have the signed agreement. On March 6, 2012, the agreement was emailed to MICA to sign and it was returned to the Department on March 9, 2012 and submitted to the Bureau of Purchasing for processing.

On April 10, 2012, the purchase requisition was rejected because the Department procured services without proper authorization. The Department is requesting the Board to approve and authorize payment of the invoices for services provided.

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

UPON MOTION duly made and seconded, the Board approved the ratification of services and approved and authorized payment of Outstanding invoice to Maryland Institute College of Art.

**MINUTES**

Department of General Services - Developer's Agreement No.1313A

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of Developer's Agreement No. 1313A with 511 South Central Avenue, LLC, developer.

**AMOUNT OF MONEY AND SOURCE:**

\$294,000.00

**BACKGROUND/EXPLANATION:**

511 South Central Avenue, LLC would like to install new water service and electrical conduits in the vicinity of 511 South Central Avenue. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

An Irrevocable Letter of Credit in the amount of \$294,000.00 has been issued to 511 South Central Avenue, LLC which assumes 100% of the financial responsibility.

**MBE/WBE PARTICIPATION:**

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of Developer's Agreement No. 1313A with 511 South Central Avenue, LLC, developer.

## MINUTES

Department of General Services - Minor Privilege Permit  
Applications

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 109 Market Place	Candler Associates, LLC	One single face sign 11'11" x 4'3½"
Annual Charge: \$140.60		
2. 1001 E. Patapsco Avenue	Pamela Dukes	Egress stairway 10' x 3'
Annual Charge: \$234.40		

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

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

**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 the Bovaro Partners, LLC. The consultant agreement is for the period September 15, 2013 through March 31, 2014.

**AMOUNT OF MONEY AND SOURCE:**

\$49,000.00 - 2051-000000-1981-718200-603018

**BACKGROUND/EXPLANATION:**

This is a professional services contract for Bovaro Partners, LLC (Bovaro). Bovaro is a Baltimore-based investment bank focused on the energy industry and was engaged previously with the Department of General Services Energy Office as a consultant. Bovaro provided financial modeling, transaction structuring, technical assessment, and project implementation on projects relating to energy and energy efficiency, specially renewable energy generation including combined heat and power generation, vehicle fleet assessments, and a biomass inventory.

Bovaro was originally selected for the financial modeling, etc., because of their specialization and being a Baltimore-based company. The area of financial analysis relating to energy and energy efficiency is highly specialized. Bovaro is a local company that could support and can continue to support the Energy Office in the analysis and implementation of current projects: renewable energy generation from combined heat and power and solar power generation, and modeling of the loadpacker fleet used by the Department of Public Works for trash removal through comparing electric, compressed natural gas, and diesel loadpackers.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**

Department of General Services - cont'd

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

## MINUTES

Bureau of the Budget and - Fiscal 2015 Budget Calendar  
Management Research

In accordance with Article VI, Section 2, of the Charter of Baltimore City (1996 Edition), the submitted schedule for preparing the Fiscal Year 2015 Budget is recommended for adoption by the Honorable Board. These dates are preliminary and subject to change.

<u>DATE</u>	<u>ACTION</u>
December 2013 -	Department of Finance and Mayor's Office
February 2014	solicit citizen feedback and prepare Preliminary Budget recommendation
03/19/2014	Transmittal of Department of Finance recommendations to Board of Estimates
03/26/2014 through	Board of Estimates reviews the Department of Finance recommendations and holds budget hearings.
04/09/2014	
4/10/2014	Taxpayer's Night - 6:00 P.M.
04/23/2014	Board of Estimates adopts proposed Ordinance of Estimates
04/24/2014	Publication of copy of proposed Ordinance of Estimates in two daily Baltimore City newspapers

**BOARD OF ESTIMATES****11/20/2013****MINUTES**

Bureau of the Budget and - cont'd  
Management Research

04/28/2014      Introduction of proposed Ordinance of Estimates  
                  to City Council

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05/05/2014      Delivery of Agency Detail Book

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05/06/2014      City Council review of proposed Ordinance of  
                  Estimates

through            City Council schedules public hearings

06/17/2014      Passage of Ordinance of Estimates for fiscal  
                  year ending June 30, 2015

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UPON MOTION duly made and seconded, the Board approved the  
Fiscal 2015 Budget Calendar.

BOARD OF ESTIMATES

11/20/2013

**MINUTES**

Department of Public Works - Renewable Energy Credit  
Sales Agreement

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**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Renewable Energy Credit Sales Agreement with Exelon Generation Company, LLC and the Northeast Maryland Waste Disposal Authority. The period of the agreement is effective upon Board approval through the date on which all the parties have completed the performance of their obligations.

**AMOUNT OF MONEY AND SOURCE:**

\$28,682.40 - 2071-000000-5520-508104-402351

**BACKGROUND/EXPLANATION:**

The Renewable Energy Credit Sales Agreement authorizes the sale of the City's 3,774 renewable energy credits that were generated during the period of January 31, 2013 through May 31, 2013, to the Exelon Generation Company, LLC.

The renewable energy credits will be sold to the Exelon Generation Company, LLC through the agent for the City, Northeast Maryland Waste Disposal Authority, at a price of \$7.60 each, for a total of \$28,682.40.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Renewable Energy Credit Sales Agreement with Exelon Generation Company, LLC and the Northeast Maryland Waste Disposal Authority.

## MINUTES

Bureau of Water and Wastewater (BW&WW) - Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Agreement with Whitman, Requardt & Associates, LLP (WR&A) for W.C. 1204, Druid Lake Finished Water Tanks Design. The period of the agreement is effective upon Board approval for three years, or until the upset limit is reached, whichever comes first.

**AMOUNT OF MONEY AND SOURCE:**

\$4,613,864.24 - Upset limit

**BACKGROUND/EXPLANATION:**

The WR&A will provide engineering services to design finished water tanks and hypochlorite injection facilities associated with the Druid Reservoir. In addition, the WR&A will manage and implement community outreach activities in concert with the City's Public Information Office.

The consultant was approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commissions.

**MWBOO SET GOALS OF 22% FOR MBE AND 10% FOR WBE.**

<b>MBE:</b> Shah & Associates, Inc.	\$ 300,311.10	6.50%
EBA Engineering, Inc.	1,087,525.95	23.57%
AB Consultants	84,339.81	1.83%
<b>Total</b>	<b>\$1,472,176.86</b>	<b>31.90%</b>

BOARD OF ESTIMATES

11/20/2013

**MINUTES**BW&WW - cont'd

<b>WBE:</b> Phoenix Contracting Services, Inc.	\$ 120,225.33	2.61%
Russell Corrosion Consultants, Inc.	34,327.42	0.74%
SP Arch, Inc.	260,935.57	5.65%
Robert B. Balter Company, Inc.	<u>130,167.05</u>	<u>2.82%</u>
<b>Total</b>	<b>\$ 545,655.37</b>	<b>11.82%</b>

MWBOO FOUND VENDOR IN COMPLIANCE.

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

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,544,560.51 County Appro.	9960-906716-9558 Constr. Res. Guilford Finished Water Reservoir	
2,544,287.40 Water Revenue Bonds	" " "	
810,477.76 County Appro.	9960-936001-9558 Constr. Res. Water Constr. Reserve	
175,925.33 Water Revenue Bonds	" "	
<b>\$5,075,251.00</b>		

BOARD OF ESTIMATES

11/20/2013

## MINUTES

BW&WW - cont'dTRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$4,613,864.24	-----	9960-907716-9557- 900020-3 Engineering
461,386.76	-----	9960-907716-9557-
<b>\$5,075,251.00</b>		900020-9 Administration

The funds are required to cover the cost for the design of W.C. 1204, Druid Lake Finished Water Tanks.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Whitman, Requardt & Associates, LLP for W.C. 1204, Druid Lake Finished Water Tanks Design. 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**

Baltimore City's Sheriff's Office - Cooperative Reimbursement Agreement

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**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Cooperative Reimbursement Agreement with the State of Maryland Dept. of Human Resources' Child Support Enforcement Administration to provide funding for child support enforcement services. The period of the agreement is October 01, 2013 through September 30, 2014.

**AMOUNT OF MONEY AND SOURCE:**

\$ 990,558.00	- Federal Operating Cost
510,287.00	- 1001-000000-1180-502800-401660 (Local Share
<b>\$1,500,845.00</b>	Operating Cost)

**BACKGROUND/EXPLANATION:**

The Child Support Enforcement Administration Cooperative Reimbursement Agreement is federally funded and provides for the Baltimore City Sheriff's Office to provide child support enforcement services through the Child Support Enforcement Program.

The Child Support Enforcement Program operates in accordance with the Federal Department of Health and Human Services under Title IV-D of the Social Security Act. The services provided under the agreement include: service of process, execution of writs, warrants and body attachments. Services also include participation in departmental initiatives, location services, transportation of prisoners, and courthouse security.

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

**MINUTES**Baltimore City's Sheriff's Office - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Cooperative Reimbursement Agreement with the State of Maryland Dept. of Human Resources' Child Support Enforcement Administration to provide funding for child support enforcement services.

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

The Board is requested to approve and authorize execution of an Addendum to the Agreement with TurnAround, Inc. The addendum extends the agreement through December 31, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$0.00 - 4000-473314-2252-688000-607001

**BACKGROUND/EXPLANATION:**

The agreement is funded by the "SART Advocate" grant.

On October 9, 2013, the Board authorized acceptance of a grant adjustment notice (GAN) for the 2013 agreement with TurnAround, Inc. The "SART Advocate" project funds a Victim's Advocate who will provide support for victims of sexual assault. The advocate will be employed by TurnAround, Inc. and will collaborate with the Department's Sex Offense Unit to improve case investigation protocols for victims of sexual assault. On October 23, 2013, the Board approved the GAN which extends the term of the award from September 30, 2013 to December 31, 2013.

**APPROVED FOR FUNDS BY FINANCE****AUDITS NOTED THE TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Addendum to the Agreement with TurnAround, Inc.

**MINUTES**

Department of Transportation - Amendment No. 1 to  
On-Call Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of amendment No. 1 to an on-call agreement with HAKS Engineers, Inc. for Project No. 1162, On-Call Construction Services for Reconstruction and Resurfacing Projects DOT Projects. The amendment no. 1 extends the period of the agreement through December 13, 2014, or until the upset limit is reached, whichever comes first.

**AMOUNT OF MONEY AND SOURCE:**

No funds are required at this time.

**BACKGROUND/EXPLANATION:**

On December 14, 2011, the Board approved the original agreement in the amount of \$1,000,000.00 with HAKS Engineers, Inc. to assist the Department's Engineering & Construction Division with engineering design services. These services include, but will not be limited to site project support, GIS support, and tasks for various Capital Improvement Projects for Project No. 1162 for a two-year period.

The Department is now requesting a one-year time extension through December 13, 2014 to fully complete extra work under amendment no. 1.

**MBE/WBE PARTICIPATION:**

The consultant will comply with Article No. 5, Subtitle 28 of the Baltimore code and the Minority and Women's business Enterprise goals established in the original agreement.

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

BOARD OF ESTIMATES

11/20/2013

**MINUTES**Department of Transportation - cont'd

AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to the On-Call Agreement with HAKS Engineers, Inc. for Project No. 1162, On-Call Construction Services for Reconstruction and Resurfacing Projects DOT Projects.

**MINUTES**

Department of Transportation - Ratification of Services  
and Expenditure of Funds

**ACTION REQUESTED OF B/E:**

The Board is requested to ratify the services and approve an expenditure of funds to pay Cherry Hill Hauling & Towing Service, Inc. for services rendered September 14, 2013 through October 1, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$ 5,203.89 - Invoice No. CT-023-2013  
7,356.30 - Invoice No. CT-024-2013  
1,491.87 - Invoice No. CT-025-2013  
**\$14,052.06** - 1001-000000-5011-694700-603026

**BACKGROUND/EXPLANATION:**

The Department is requesting payment to Cherry Hill Hauling & Towing Service, Inc. for loading and hauling milled asphalt and loading and delivering hot mixed asphalt to various areas of the City.

The Purchase Order (PO) in place was P518105, but expired on August 23, 2013. The PO was not extended because the contract had expired. At that time, Cherry Hill Hauling & Towing Service, Inc. had provided services beyond the expiration date. There are three invoices that still need to be paid. The company acted in good faith and has provided the services needed.

Consequently, there is no mechanism in place for the Department to make payment for the work that has been done.

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

UPON MOTION duly made and seconded, the Board approved ratification of the services and approved the expenditure of

**BOARD OF ESTIMATES**

**11/20/2013**

**MINUTES**

Department of Transportation - cont'd

funds to pay Cherry Hill Hauling & Towing Service, Inc. for services rendered September 14, 2013 through October 1, 2013.

**MINUTES**

Department of Transportation - Amendment No. 1 to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of Amendment No. 1 to Agreement with KCI Technologies, Inc., for Project 1162, On-Call Consultant Services for Reconstruction and Resurfacing Projects DOT Projects. The amendment no. 1 will extend the agreement through November 8, 2014, or until the upset limit is reached, whichever occurs first.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On November 9, 2011, the Board approved the agreement in the amount of \$1,000,000.00 with KCI Technologies, Inc. to assist the Transportation, Engineering & Construction Division in engineering design services to include, but not be limited to site project support, GIS support, and tasks for various Capital Improvements Projects for Project No. 1162 On-Call Consultant Services for Reconstruction and Resurfacing Projects DOT Projects, for a two year period. The Department is now requesting a one-year time extension to fully complete extra work under amendment no. 1. This approval of a one-year time extension will have an expiration of November 8, 2014.

**MBE/WBE PARTICIPATION:**

The Consultant will comply with Article No. 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals established in the original agreement.

**AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.**

**BOARD OF ESTIMATES**

**11/20/2013**

**MINUTES**

Department of Transportation - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to Agreement with KCI Technologies, Inc., for Project 1162, On-Call Consultant Services for Reconstruction and Resurfacing Projects DOT Projects.

**MINUTES**Department of Transportation - Amendment No. 1 to Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of Amendment No. 1 to Agreement with Johnson, Mirmiran & Thompson, Inc., for Project 1162, On-Call Consultant Services for Reconstruction and Resurfacing Projects DOT Projects. The amendment no. 1 will extend the agreement through November 8, 2014, or until the upset limit is reached, whichever occurs first.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On November 9, 2011, the Board approved the agreement in the amount of \$1,000,000.00 with Johnson, Mirmiran & Thompson, Inc. to assist the Transportation, Engineering & Construction Division in engineering design services to include, but not be limited to site project support, GIS support, and tasks for various capital improvement projects for Project No. 1162 On-Call Consultant Services for Reconstruction and Resurfacing Projects DOT Projects, for a two-year period. The Department is now requesting a one-year time extension to fully complete extra work under amendment no. 1. This approval of a one-year time extension will now have an expiration of November 8, 2014.

**MBE/WBE PARTICIPATION:**

The Consultant will comply with Article No. 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals established in the original agreement.

**AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.**

**MINUTES**Department of Transportation - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to Agreement with Johnson, Mirmiran & Thompson, Inc., for Project 1162, On-Call Consultant Services for Reconstruction and Resurfacing Projects DOT Projects.

BOARD OF ESTIMATES

11/20/2013

**MINUTES**Department of Transportation - Relocation Expense**ACTION REQUESTED OF B/E:**

The Board is requested to approve the expense statement for Mr. William M. Johnson for mileage reimbursement for May 20, 2013.

**AMOUNT OF MONEY AND SOURCE:**

\$595.19 - 1000-000000-2301-248700-603002

**BACKGROUND/EXPLANATION:**

The mileage reimbursement request is for relocation travel from Florida to Baltimore.

The submission is late because of a misunderstanding regarding the procedures of reimbursement for relocation costs.

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

UPON MOTION duly made and seconded, the Board approved the expense statement for Mr. William M. Johnson for mileage reimbursement for May 20, 2013.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

\* \* \* \* \*

On the recommendations of the City agencies

hereinafter named, the Board,

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

4735 - 4750

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

The Transfers of Funds were approved

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

The Comptroller **ABSTAINED** on item nos. 1, 2, 3, and 4.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation

1. TR 14006, Resurfacing      P. Flanigan & Sons      \$1,959,886.65  
 Highways at Various      Inc.  
 Locations, Sector II

<b>MBE:</b> Priority Construction Corp.	\$316,200.00	16.13%
L&J Construction Services, Inc.	2,000.00	0.10%
AJO Concrete Construction, Inc.	<u>113,097.00</u>	5.77%
	<b>\$431,297.00</b>	<b>22.00%</b>

**MBE:** River Transport, Inc.      \$156,900.00      8.00%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 157,880.98	9950-903550-9509	
State Constr.	Construction Reserve Neighborhood Street Reconstruction	
1,900,000.00	9950-904214-9514	
State Constr.	Local Resurfacing-NW	
201,988.67	9950-904214-9514	
GF (HUR)	Local Resurfacing-NW	
<b>\$2,259,869.65</b>		
\$1,959,886.65	-----	9950-905866-9514-6 Structure & Improvements

BOARD OF ESTIMATES

11/20/2013

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
201,988.67	-----	9950-905866-9514-5 Inspection
<u>97,994.33</u>	<u>-----</u>	<u>9950-905866-9514-2</u>
<b>\$2,259,869.65</b>		Contingencies Resurfacing Highways at Various Locations- NW II

This transfer will fund the costs associated with the award of Project TR 14006, Resurfacing Highways at Various Locations, Sector II to P. Flanigan & Sons, Inc.

PROTESTS WERE RECEIVED FROM MANUEL LUIS CONSTRUCTION, INC. AND THE MARYLAND MINORITY CONTRACTORS ASSOCIATION. A RESPONSE TO THE PROTEST FROM MANUEL LUIS CONSTRUCTION WAS RECEIVED FROM P. FLANIGAN & SONS.

*Robert Fulton Dashiell, Esq. P.A.*

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Senchal Dashiell Barrolle  
Associate  
sbarrolle@dashiell-lawoffice.com  
*MD, DC, NY*

**VIA HAND DELIVERY**

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

November 5, 2013

**RE: MANUEL LUIS CONSTRUCTION, INC/BID PROTEST/TR-14006**

To the Honorable President and Members:

The lowest bid for the above referenced contract (the “Contract”) was submitted by my client, M. Luis Construction, Inc. (“M. Luis”). M. Luis’ bid was \$66,212.65 lower than that of the firm recommended to you for award of the Contract. The Department of Transportation, however, found that M. Luis’ bid was non responsive because it failed to acknowledge an addendum. We submit that the addendum that our client failed to acknowledge did not contain material terms that affected either price, quality or scope of work and, therefore, would not prejudice other bidders if waived as a minor irregularity. We, therefore, urge you to do so.

This is a requirements type contract for resurfacing highways at various locations in Sector II (Northwest) of the City. The scope of necessary repairs, reconstruction, removal and/or resurfacing at any particular location is determined upon investigation by the City Engineer and representatives of the Department of Transportation, Maintenance and Engineering Sections (SC, 01 11 00, p.26). The actual location of the work could be anywhere within the Sector and could involve an area as small as 300 square yards to full blocks of roadway. The addendum in question here named certain streets, **within Sector II**, but does not specify the type or quantity of work on either of the streets named.<sup>1</sup> Thus, there is nothing in the addendum that makes a

---

<sup>1</sup> Contrast this with Tr.12303, resurfacing in Sector II, the Southwest section of the City, where the bid documents specified the work to be performed on the streets identified in the bid.(Exh.1).

material change to the contents of the base bid documents. In other words, the addendum does not affect the price or scope of work.

Under an advertised procurement all qualified bidders must be given an equal opportunity to submit bids which are based upon the same specifications and to have such bids evaluated on the same basis. However, the guarantee of an equal opportunity to compete and equal treatment in the evaluation of bids does not confer upon bidders the right to insist upon enforcement of bid provisions, the waiver of which would not result in unfair advantage to other bidders. **40**  
**Comp.Gen.321, 324.** In such circumstances it is only the interest of the City, not that of other bidders that is at issue. Not awarding the Contract to, M. Luis, the lowest responsive and responsible bidder would not serve the City's interest as it would violate the City Charter.

For the foregoing reasons we urge you to reject the recommendation of the Department of Transportation and, as duty bound, award the Contact to M. Luis, the lowest responsive and responsible bidder.

Very truly yours

  
Robert Fulton Dashiell

# Exhibit 1

# CITY OF BALTIMORE

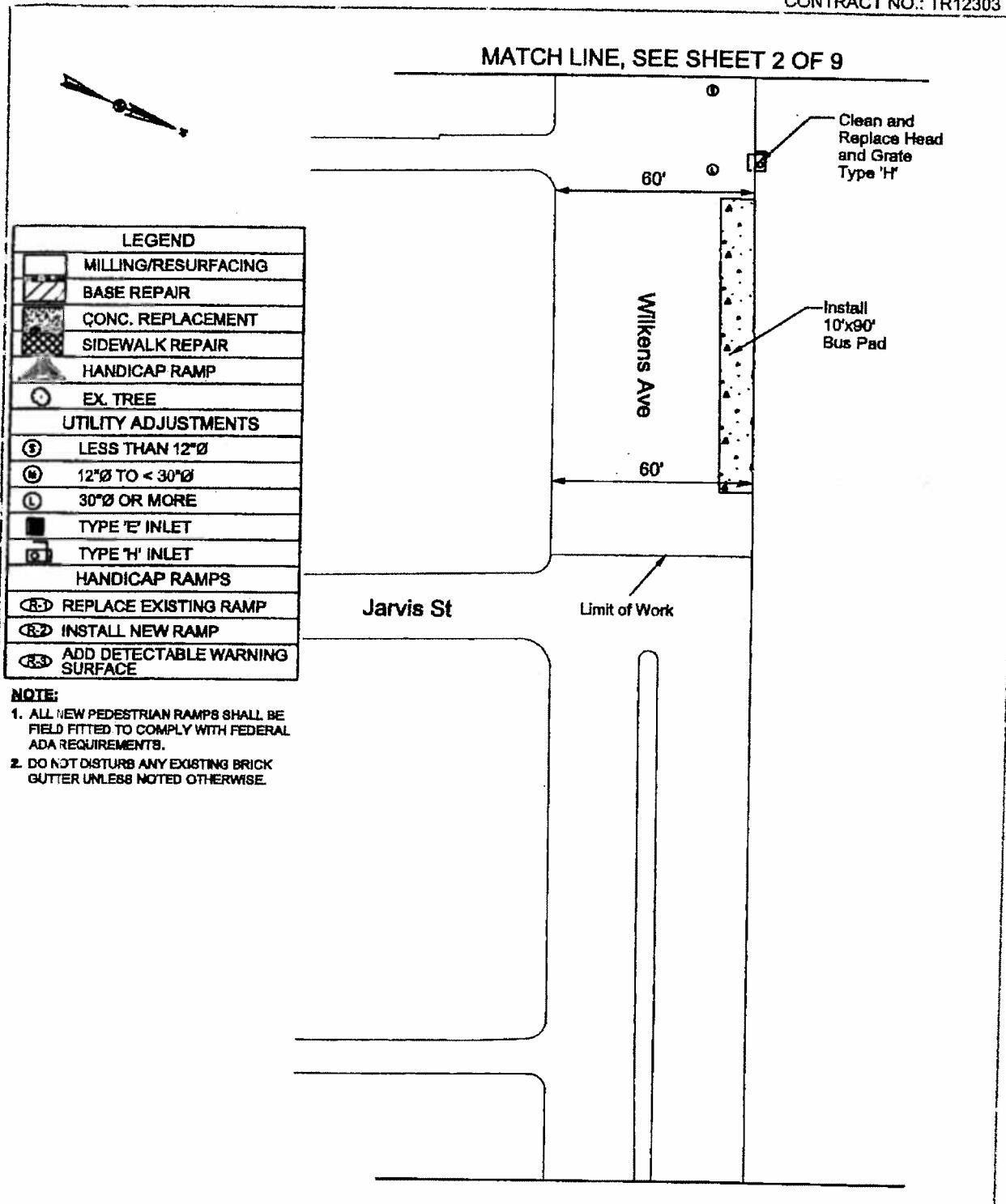
14



F.A.P. NO.: STP-000A (861)E  
S.H.A. NO.: BC 315-115-815  
CONTRACT NO.: TR12303

**RESURFACING HIGHWAYS AT VARIOUS  
LOCATIONS  
SOUTHWEST - SECTOR III**

MATCH LINE, SEE SHEET 2 OF 9



ROADWAY PLANS

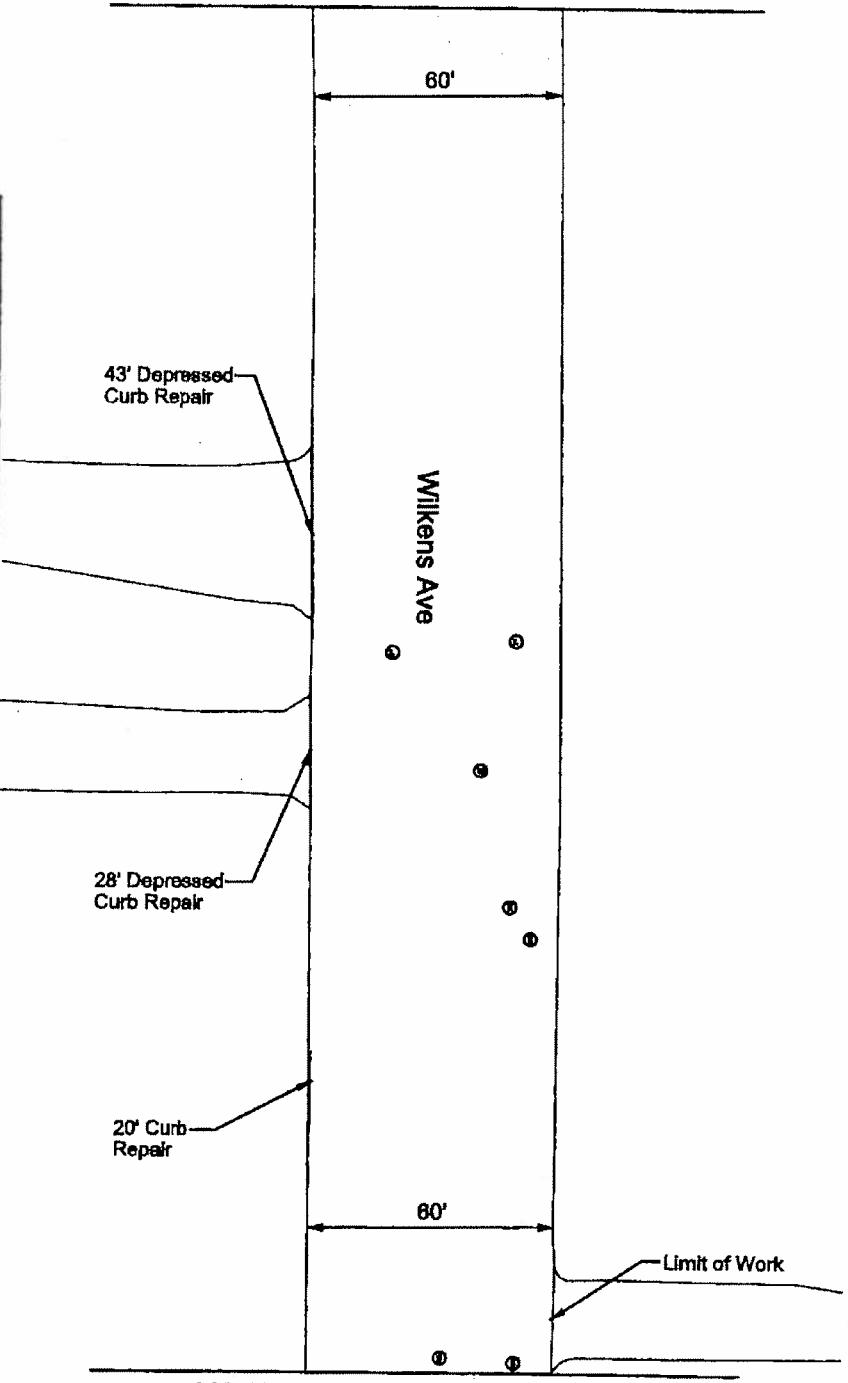
INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>	RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III  WILKENS AVENUE FROM: JARVIS STREET TO: DESOTO ROAD CITY OF BALTIMORE	DEPARTMENT OF TRANSPORTATION  BALTO. CITY NO: TR12303 PROJECT LENGTH: 2,860 L.F. SHEET NO.: 1 OF 8 SCALE: NTS
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MATCH LINE, SEE SHEET 3 OF 9

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
UTILITY ADJUSTMENTS	
	LESS THAN 12°Ø
	12°Ø TO < 30°Ø
	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
HANDICAP RAMPS	
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



MATCH LINE, SEE SHEET 1 OF 9

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 WILKENS AVENUE  
 FROM: JARVIS STREET  
 TO: DESOTO ROAD  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 2,850 L.F.  
 SHEET NO.: 2 OF 9  
 SCALE: NTS

MATCH LINE, SEE SHEET 4 OF 9

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
	UTILITY ADJUSTMENTS
(1)	LESS THAN 12°Ø
(2)	12°Ø TO < 30°Ø
(3)	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

1. ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
2. DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.

Wilkins Ave

54'

Install  
10'x90'  
Bus Pad

54'

20' Curb  
Repair

MATCH LINE, SEE SHEET 2 OF 9

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 WILKENS AVENUE  
 FROM: JARVIS STREET  
 TO: DESOTO ROAD  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 2,860 L.F.  
 SHEET NO.: 3 OF 9  
 SCALE: NTS

MATCH LINE, SEE SHEET 5 OF 9

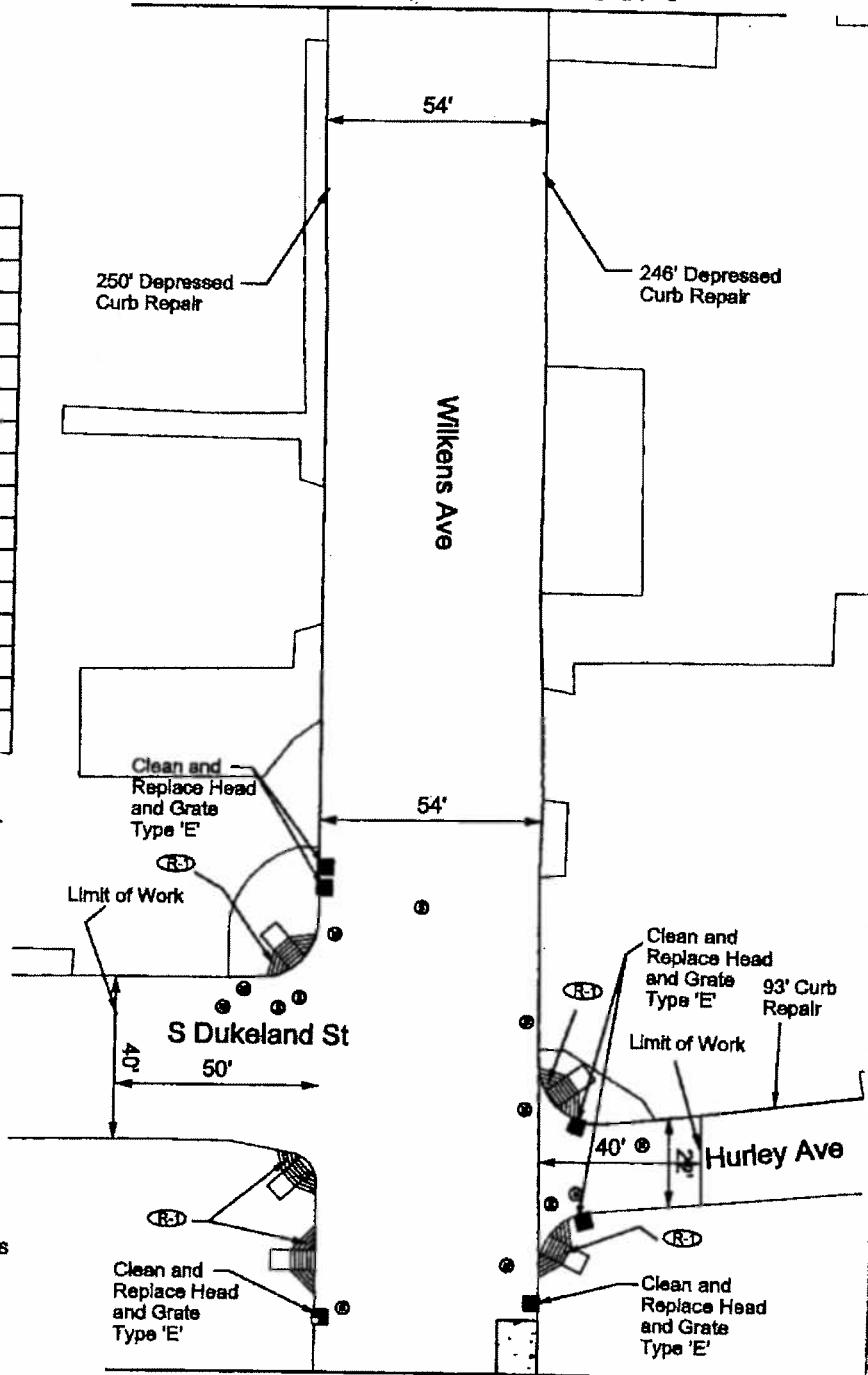
LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
UTILITY ADJUSTMENTS	
	LESS THAN 12°
	12° TO < 30°
	30° OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
HANDICAP RAMPS	
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

1. ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
2. DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.

IMPORTANT NOTE:

1. FOR THE RAMPS AND PAVEMENT MARKINGS DETAILS AT THIS INTERSECTION.  
PLEASE REFER TO TRAFFIC SIGNAL PLANS DETAILS.



MATCH LINE, SEE SHEET 3 OF 9

ROADWAY PLANS

INSPECTED BY: J.K./K.L.  
 DRAWN BY: J.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 WILKENS AVENUE  
 FROM: JARVIS STREET  
 TO: DESOTO ROAD  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION

BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 2,860 L.F.  
 SHEET NO: 4 OF 8  
 SCALE: NTS

MATCH LINE, SEE SHEET 6 OF 9

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
	UTILITY ADJUSTMENTS
(S)	LESS THAN 12"Ø
(M)	12"Ø TO < 30"Ø
(L)	30"Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.

Clean and Replace Head and Grate Type 'H'

Clean and Replace Head and Grate Type 'H'

Wilkins Ave

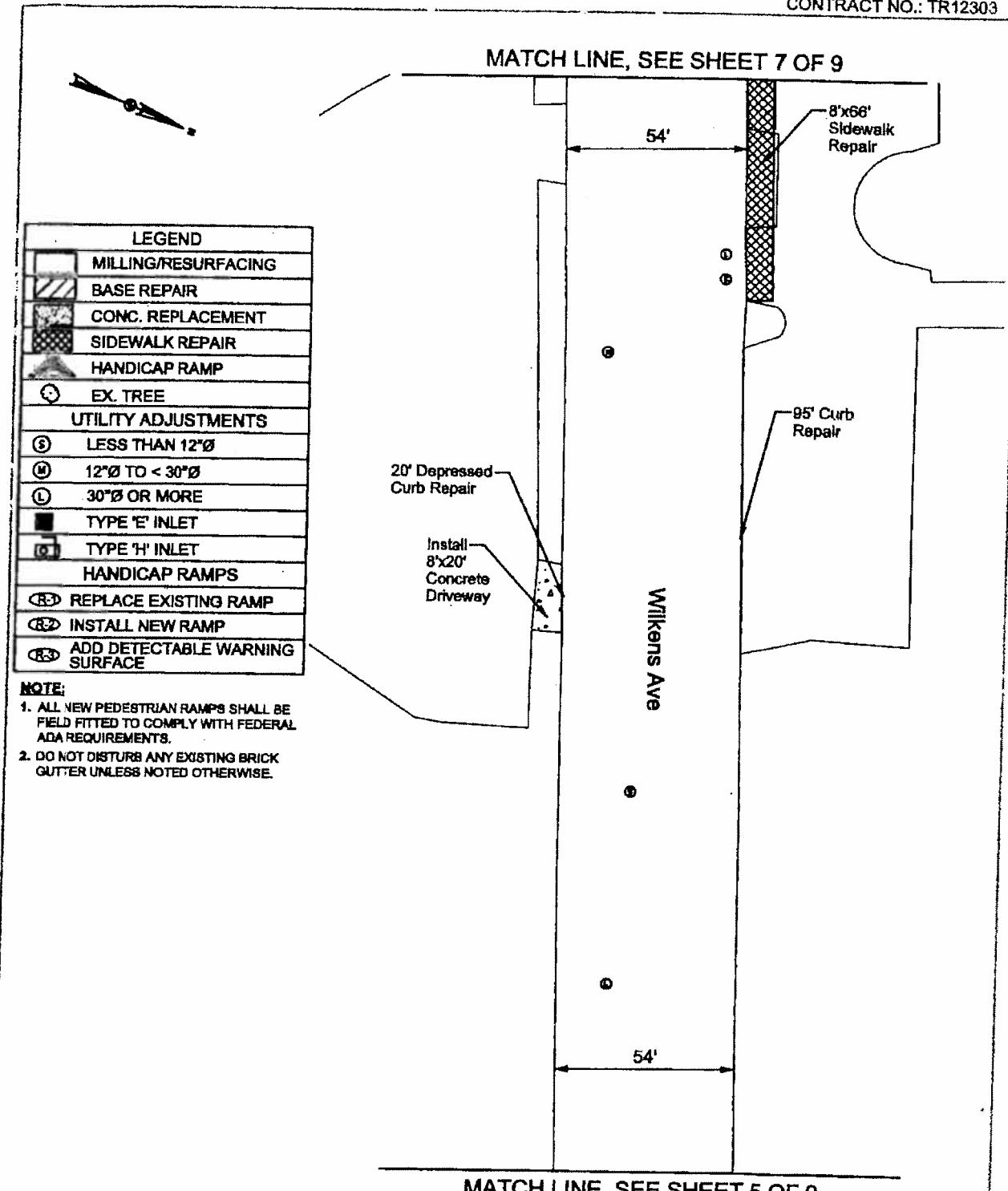
MATCH LINE, SEE SHEET 4 OF 9

ROADWAY PLANS

INSPECTED BY: U.K./KL  
 DRAWN BY: U.K./KL  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 WILKENS AVENUE  
 FROM: JARVIS STREET  
 TO: DESOTO ROAD  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 2,860 L.F.  
 SHEET NO.: 5 OF 9  
 SCALE: NTS



ROADWAY PLANS

INSPECTED BY: U.K.K.L.  
 DRAWN BY: U.K.K.L.  
 EXAMINED BY: K.G.

**RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III**  
**WILKENS AVENUE**  
 FROM: JARVIS STREET  
 TO: DESOTO ROAD  
**CITY OF BALTIMORE**

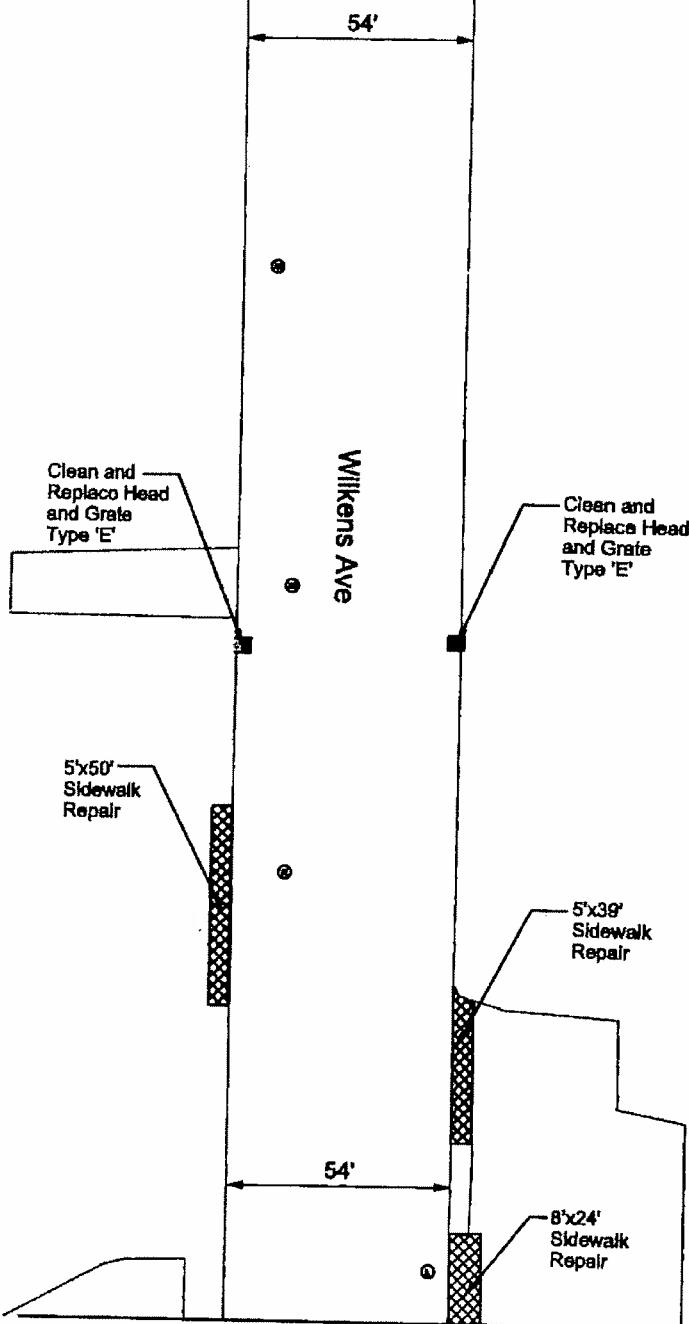
**DEPARTMENT OF  
 TRANSPORTATION**  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 2,850 L.F.  
 SHEET NO.: 6 OF 9  
 SCALE: NTS

MATCH LINE, SEE SHEET 8 OF 9

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
UTILITY ADJUSTMENTS	
(S)	LESS THAN 12°Ø
(G)	12°Ø TO < 30°Ø
(L)	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
HANDICAP RAMPS	
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



MATCH LINE, SEE SHEET 6 OF 9

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 WILKENS AVENUE  
 FROM: JARVIS STREET  
 TO: DESOTO ROAD  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION

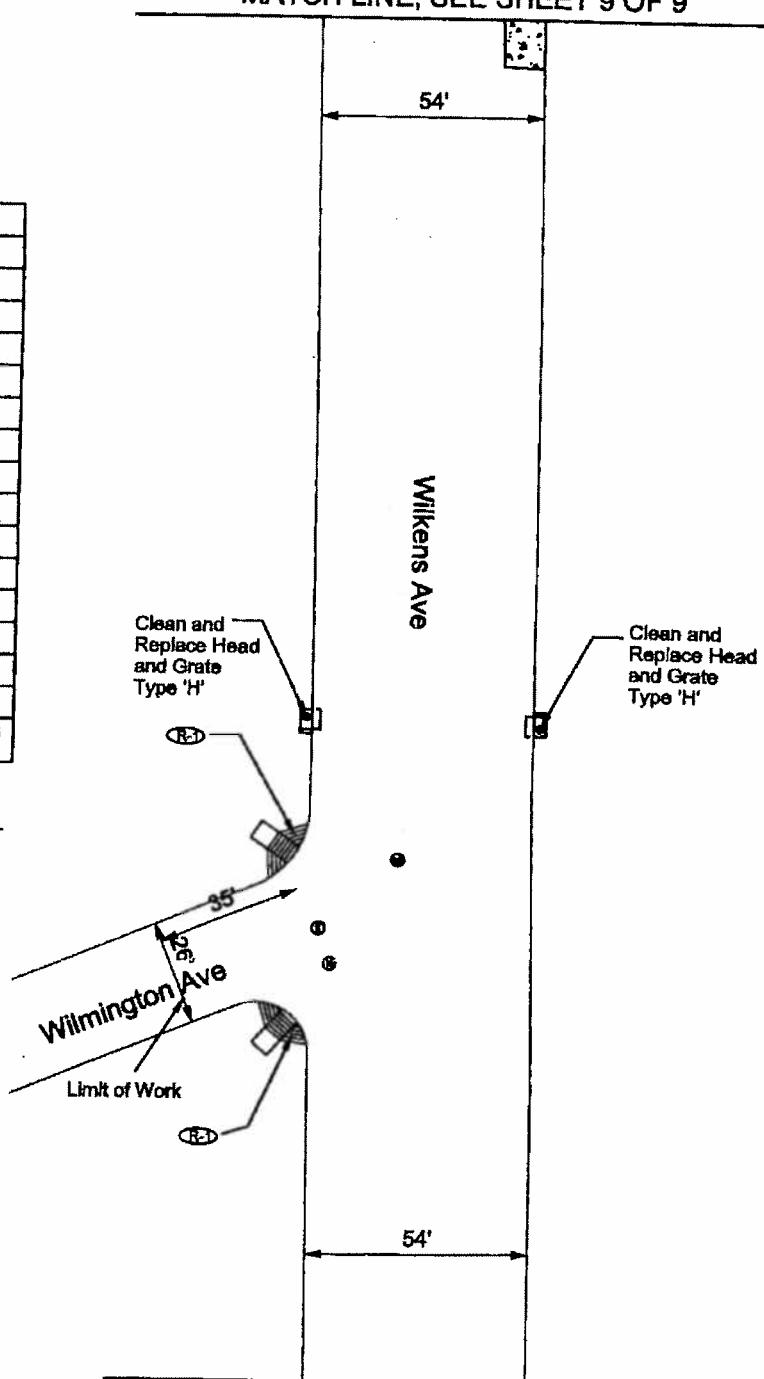
BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 2,860 L.F.  
 SHEET NO.: 7 OF 9  
 SCALE: NTS

MATCH LINE, SEE SHEET 9 OF 9

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
	UTILITY ADJUSTMENTS
(1)	LESS THAN 12°Ø
(2)	12°Ø TO < 30°Ø
(3)	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

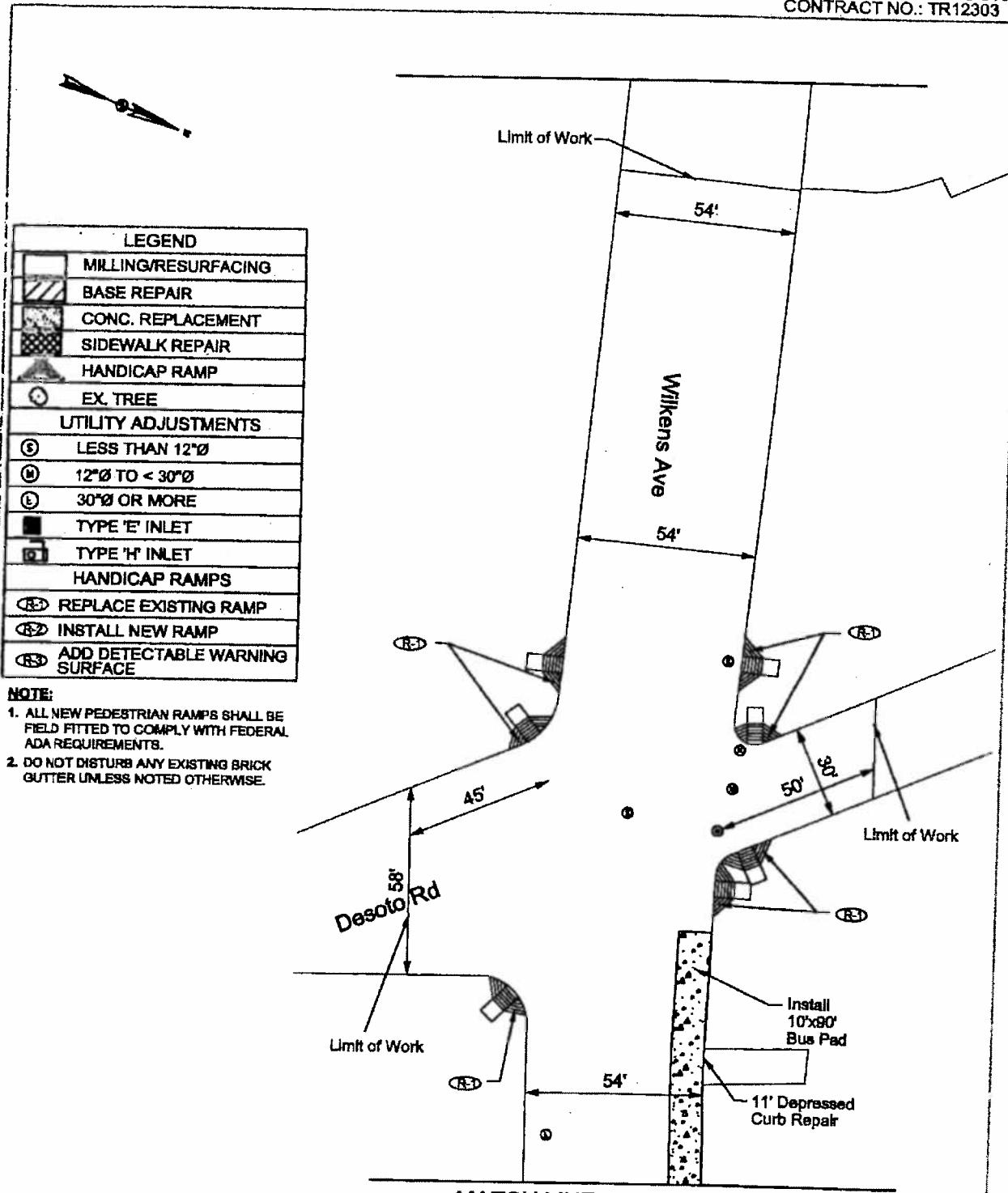
- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



MATCH LINE, SEE SHEET 7 OF 9

ROADWAY PLANS

INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>	<b>RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III</b> <b>WILKENS AVENUE</b> FROM: JARVIS STREET TO: DESOTO ROAD <b>CITY OF BALTIMORE</b>	DEPARTMENT OF TRANSPORTATION  BALTO. CITY NO: TR12303 PROJECT LENGTH: 2,860 L.F. SHEET NO.: 8 OF 9 SCALE: NTS
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ROADWAY PLANS

INSPECTED BY: U.K./KL  
 DRAWN BY: U.K./KL  
 EXAMINED BY: K.G.

**RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III**  
**WILKENS AVENUE**  
 FROM: JARVIS STREET  
 TO: DESOTO ROAD  
**CITY OF BALTIMORE**

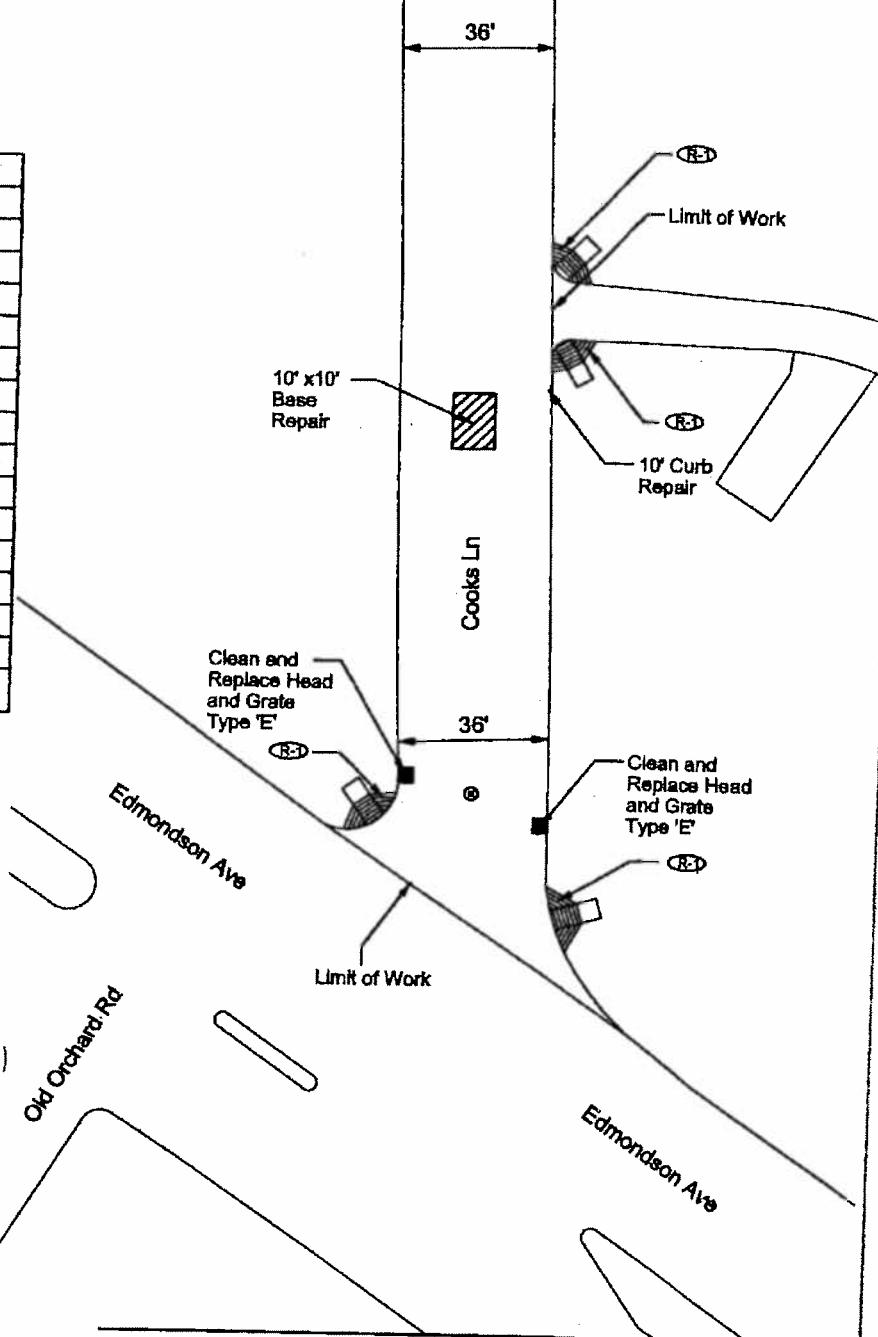
DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 2,850 L.F.  
 SHEET NO.: 9 OF 9  
 SCALE: NT8

MATCH LINE, SEE SHEET 2 OF 11

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
UTILITY ADJUSTMENTS	
(④)	LESS THAN 12°Ø
(⑤)	12°Ø TO < 30°Ø
(⑥)	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
HANDICAP RAMPS	
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

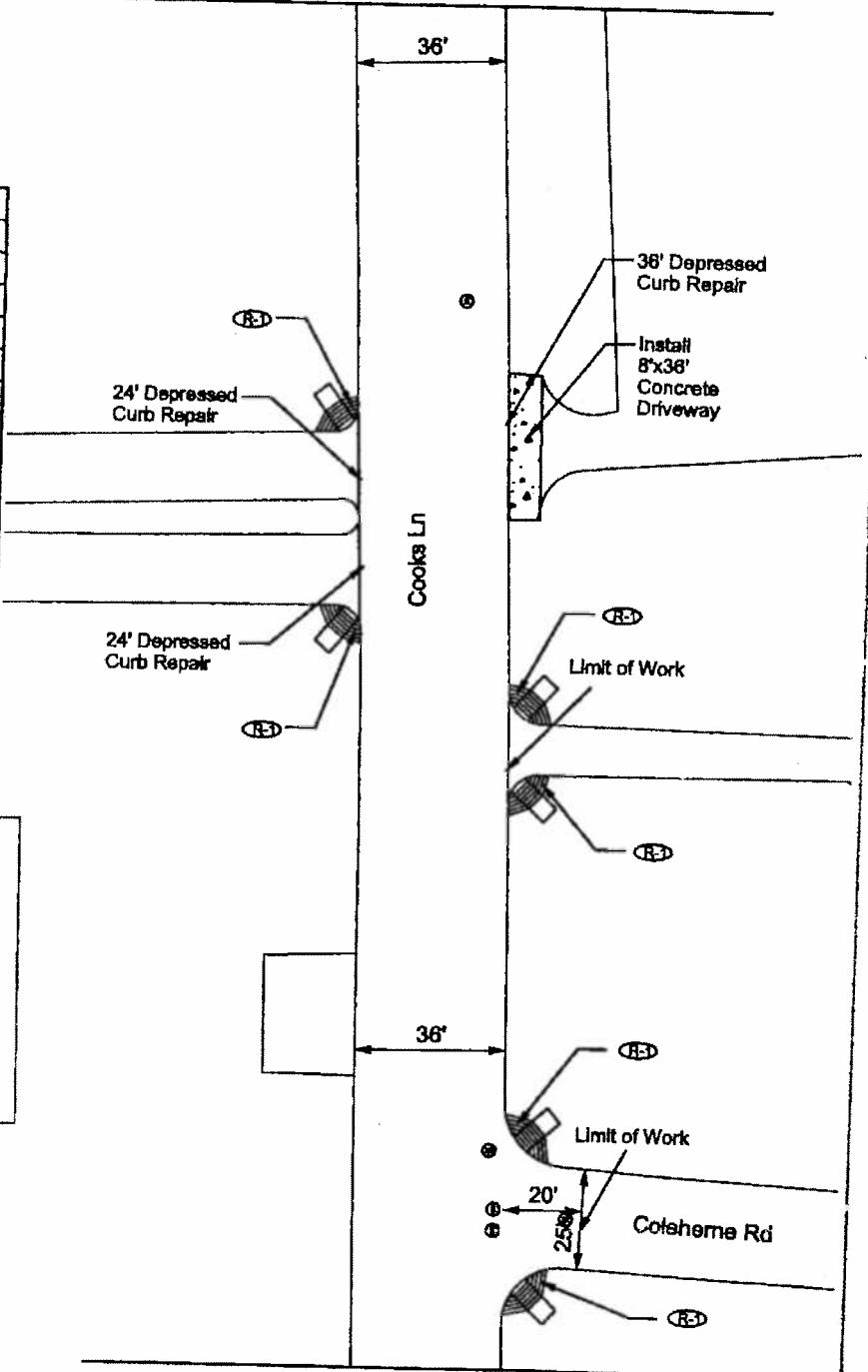
DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,600 L.F.  
 SHEET NO.: 1 OF 11  
 SCALE: NTS

MATCH LINE, SEE SHEET 3 OF 11

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
(①)	EX. TREE
UTILITY ADJUSTMENTS	
(②)	LESS THAN 12°Ø
(③)	12°Ø TO < 30°Ø
(④)	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
HANDICAP RAMPS	
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



MATCH LINE, SEE SHEET 1 OF 11

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

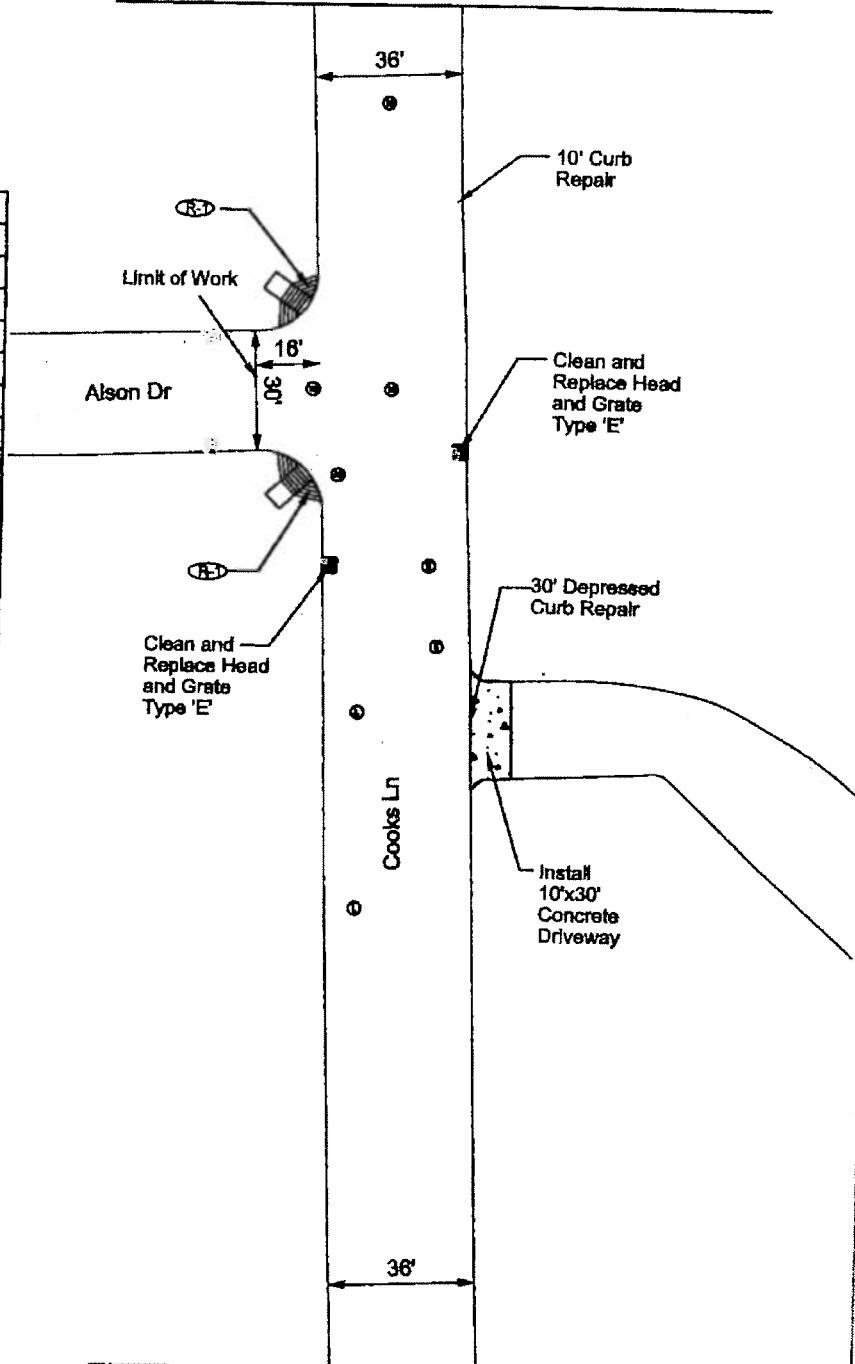
DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,600 L.F.  
 SHEET NO.: 2 OF 11  
 SCALE: NTS

MATCH LINE, SEE SHEET 4 OF 11

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
	UTILITY ADJUSTMENTS
(1)	LESS THAN 12"Ø
(2)	12"Ø TO < 30"Ø
(3)	30"Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



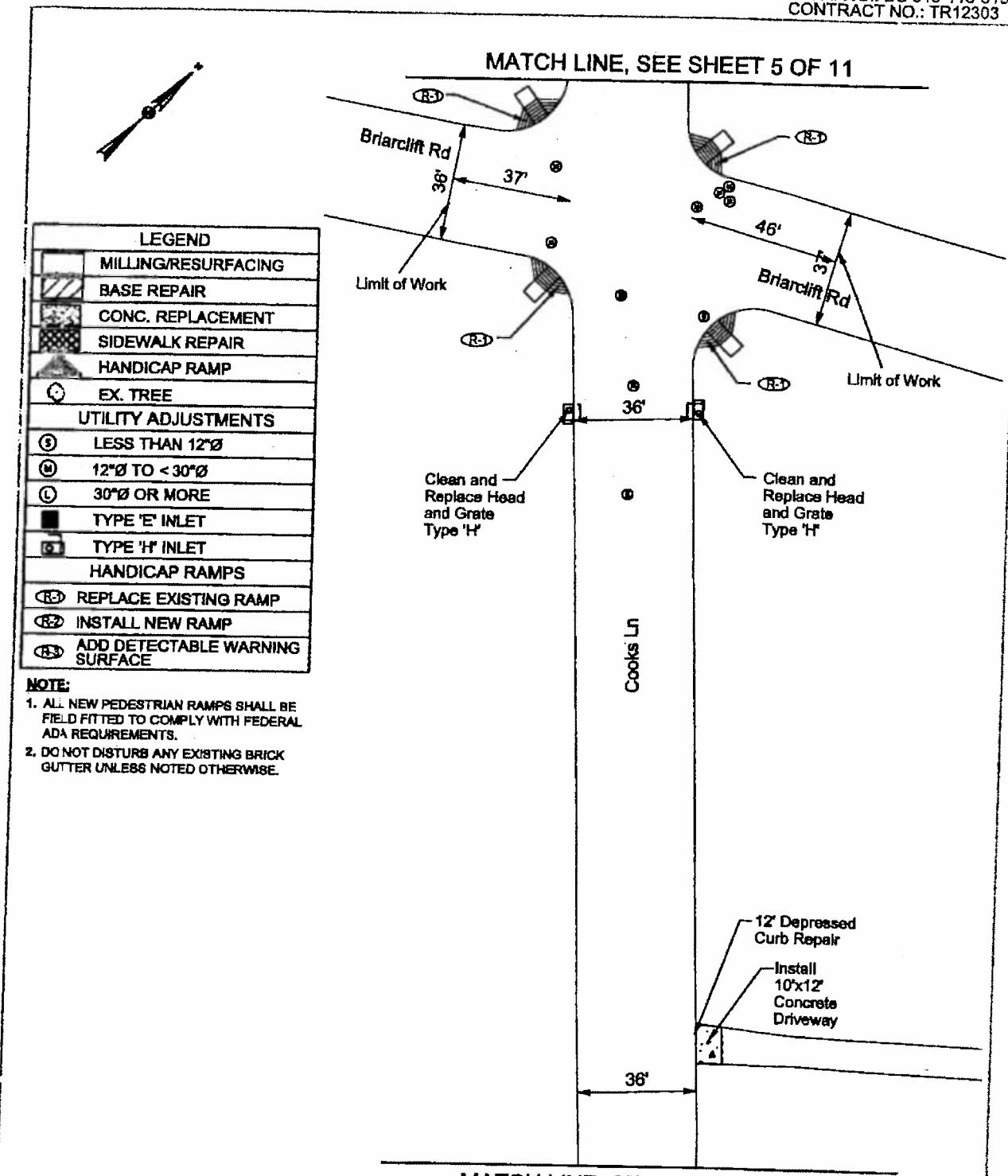
MATCH LINE, SEE SHEET 2 OF 11

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,600 L.F.  
 SHEET NO.: 3 OF 11  
 SCALE: NTS



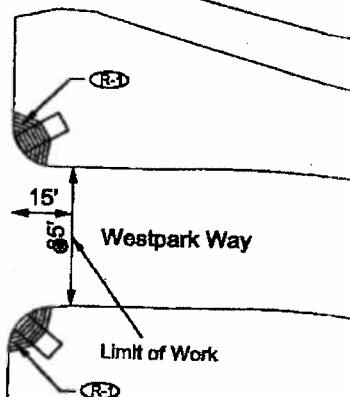
ROADWAY PLANS	RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III COOKS LANE FROM: EDMONDSON AVENUE TO: THE CITY LINE CITY OF BALTIMORE	DEPARTMENT OF TRANSPORTATION BALTO. CITY NO: TR12303 PROJECT LENGTH: 3,800 L.F. SHEET NO: 4 OF 11 SCALE: NTS
INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>		

MATCH LINE, SEE SHEET 6 OF 11

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
	UTILITY ADJUSTMENTS
(④)	LESS THAN 12°Ø
(⑤)	12°Ø TO < 30°Ø
(⑥)	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



Cooks Ln

Install  
10x90'  
Bus Pad

Clean and  
Replace Head  
and Grate  
Type 'E'

36'

MATCH LINE, SEE SHEET 4 OF 11

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION

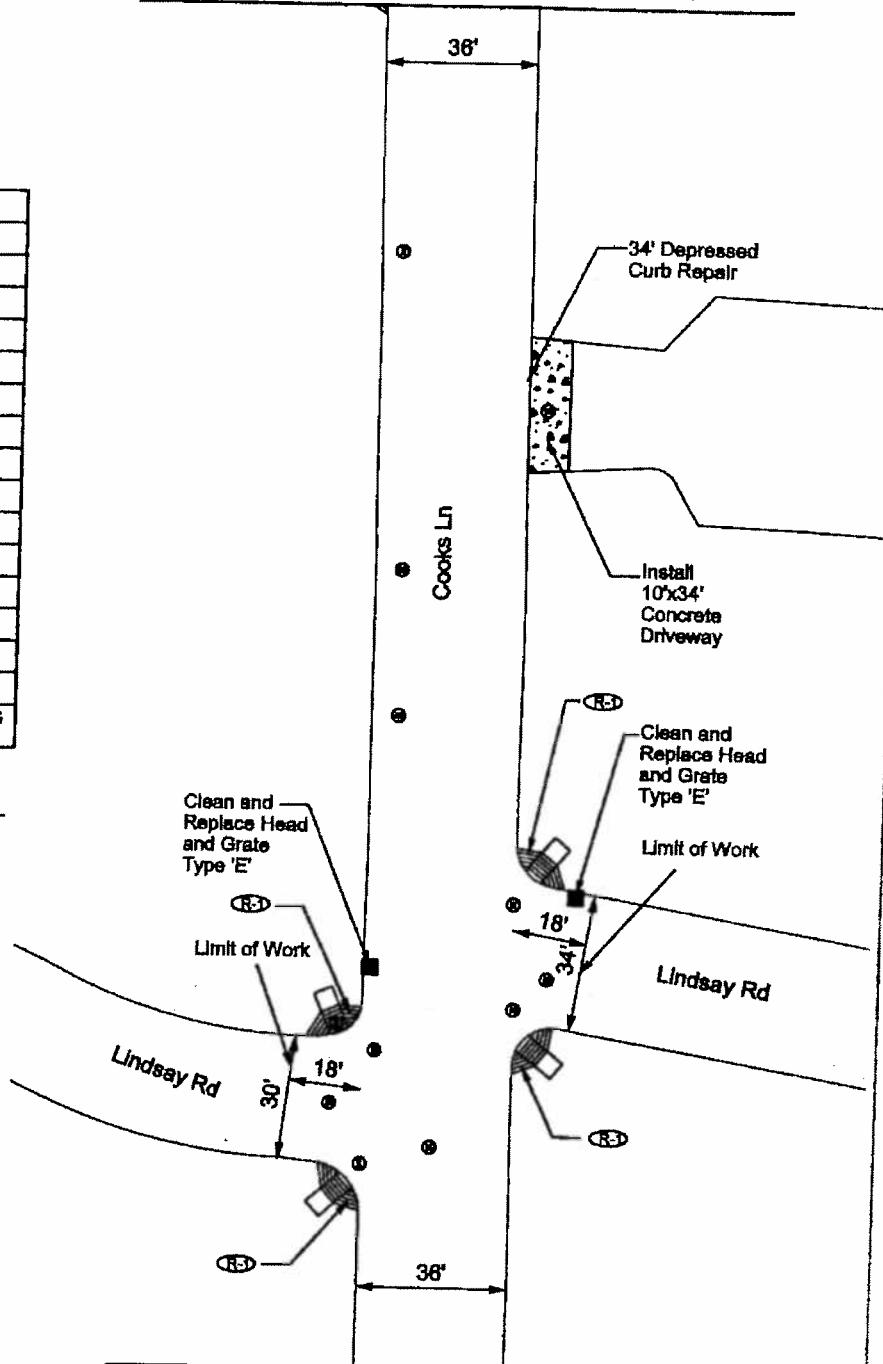
BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,600 L.F.  
 SHEET NO.: 5 OF 11  
 SCALE: NTS

MATCH LINE, SEE SHEET 7 OF 11

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
(E)	EX. TREE
U	UTILITY ADJUSTMENTS
(S)	LESS THAN 12"Ø
(M)	12"Ø TO < 30"Ø
(L)	30"Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
(R-E)	REPLACE EXISTING RAMP
(R-N)	INSTALL NEW RAMP
(R-D)	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



MATCH LINE, SEE SHEET 5 OF 11

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

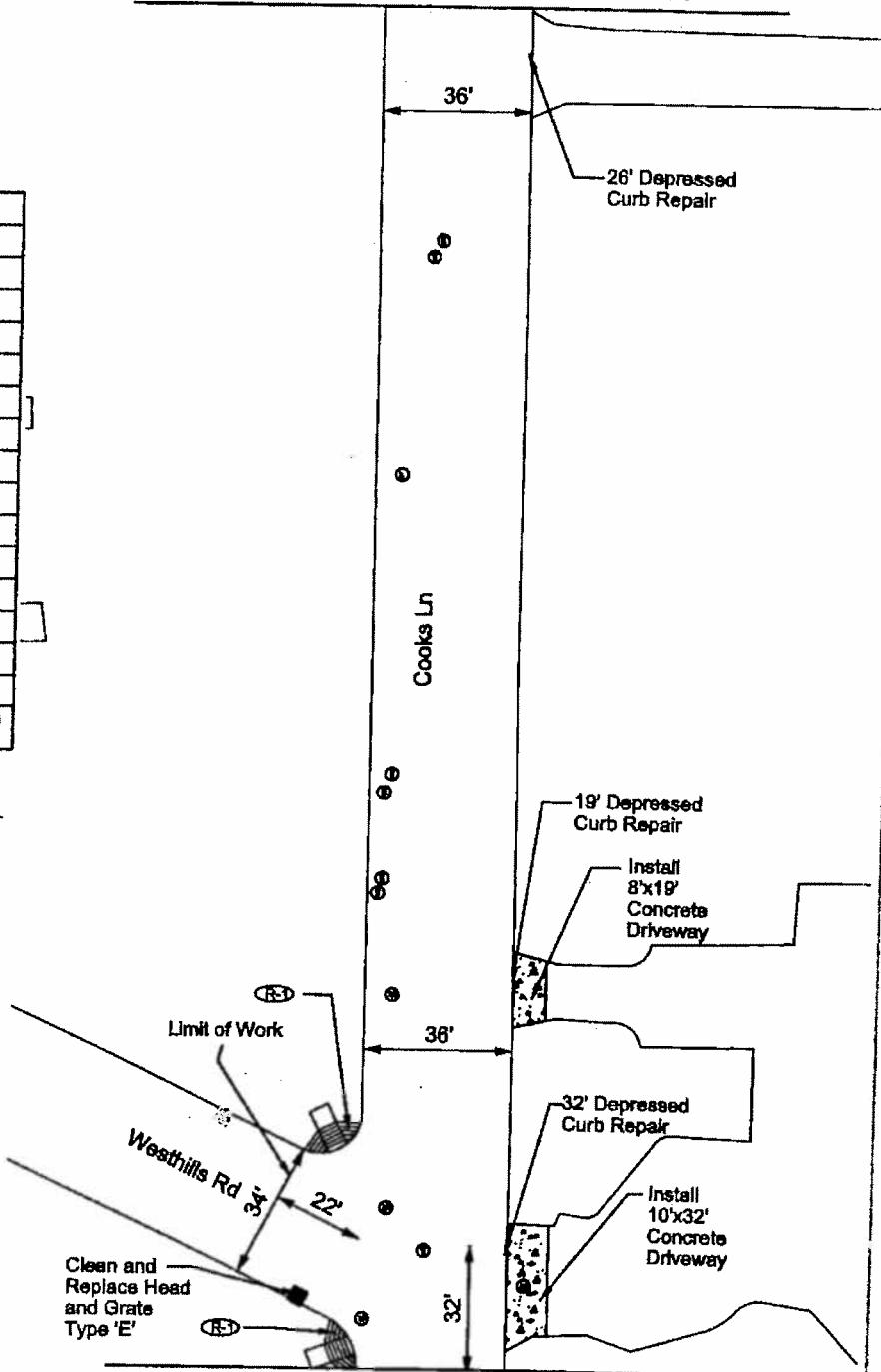
DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,600 L.F.  
 SHEET NO.: 6 OF 11  
 SCALE: NTS

MATCH LINE, SEE SHEET 8 OF 11

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
(○)	EX. TREE
UTILITY ADJUSTMENTS	
(①)	LESS THAN 12°Ø
(②)	12°Ø TO < 30°Ø
(③)	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
HANDICAP RAMPS	
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

1. ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
2. DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



MATCH LINE, SEE SHEET 6 OF 11

ROADWAY PLANS

INSPECTED BY: J.K./K.L.  
 DRAWN BY: J.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION

BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,800 L.F.  
 SHEET NO.: 7 OF 11  
 SCALE: NTS

MATCH LINE, SEE SHEET 9 OF 11

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
	UTILITY ADJUSTMENTS
(⑤)	LESS THAN 12"Ø
(⑥)	12"Ø TO < 30"Ø
(⑦)	30"Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.

ROADWAY PLANS

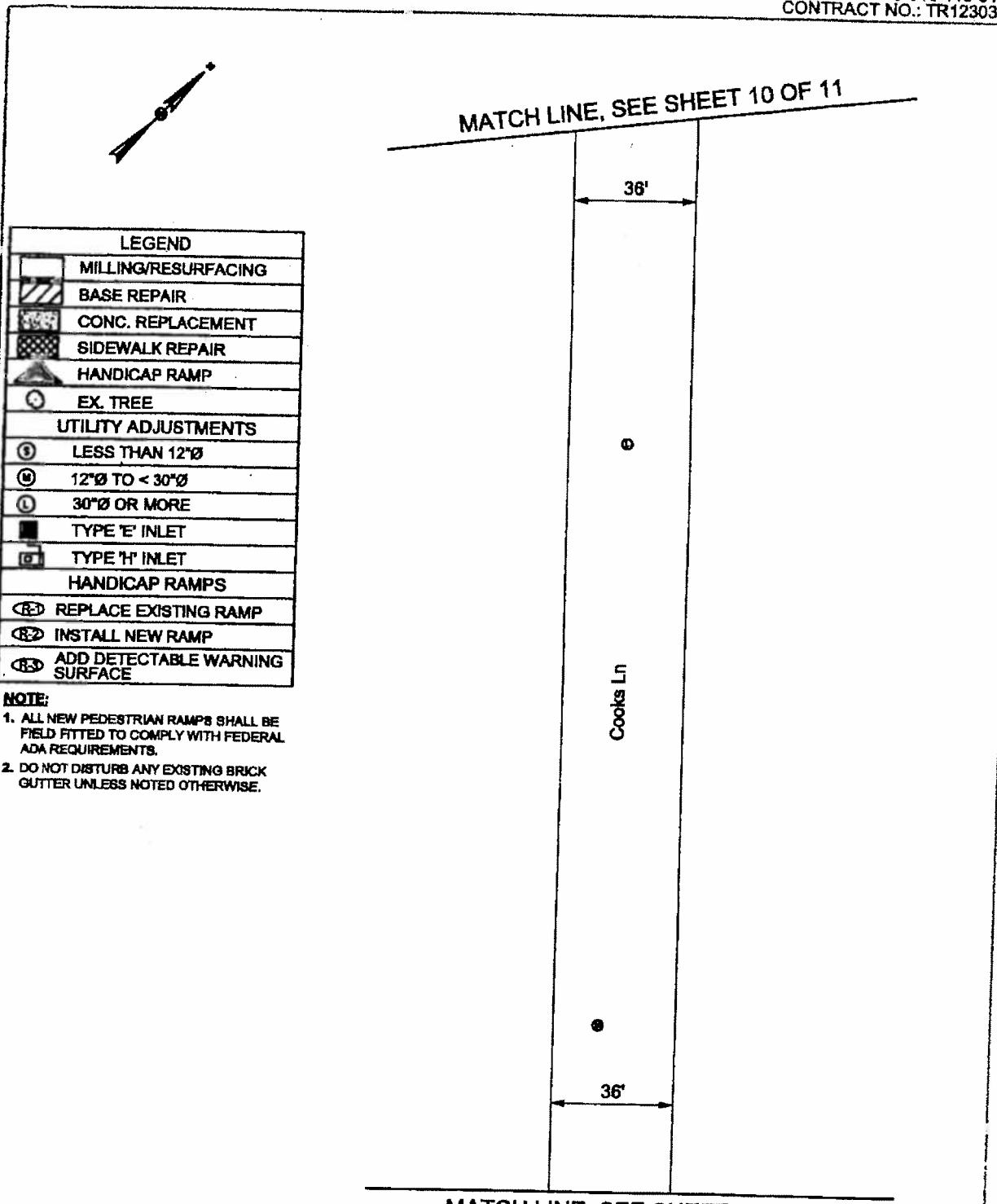
MATCH LINE, SEE SHEET 7 OF 8

INSPECTED BY: U.K.K.L.  
 DRAWN BY: U.K.K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION

BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,600 L.F.  
 SHEET NO.: 8 OF 11  
 SCALE: NTS



ROADWAY PLANS		
INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>	<b>RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III</b> <b>COOKS LANE</b> FROM: EDMONDSON AVENUE TO: THE CITY LINE <b>CITY OF BALTIMORE</b>	<b>DEPARTMENT OF TRANSPORTATION</b> BALTO. CITY NO: TR12303 PROJECT LENGTH: 3,600 L.F. SHEET NO.: 9 OF 11 SCALE: NTS

MATCH LINE, SEE SHEET 11 OF 11

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
UTILITY ADJUSTMENTS	
	LESS THAN 12°Ø
	12°Ø TO < 30°Ø
	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
HANDICAP RAMPS	
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

- ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
- DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.

10'x10'  
Base  
Repair

36'

Clean and  
Replace Head  
and Grate  
Type 'H'

Cooks Ln

Valleybrook Rd

30'

15'

Clean and  
Replace Head  
and Grate  
Type 'E'

36'

Clean and  
Replace Head  
and Grate  
Type 'E'

MATCH LINE, SEE SHEET 9 OF 11

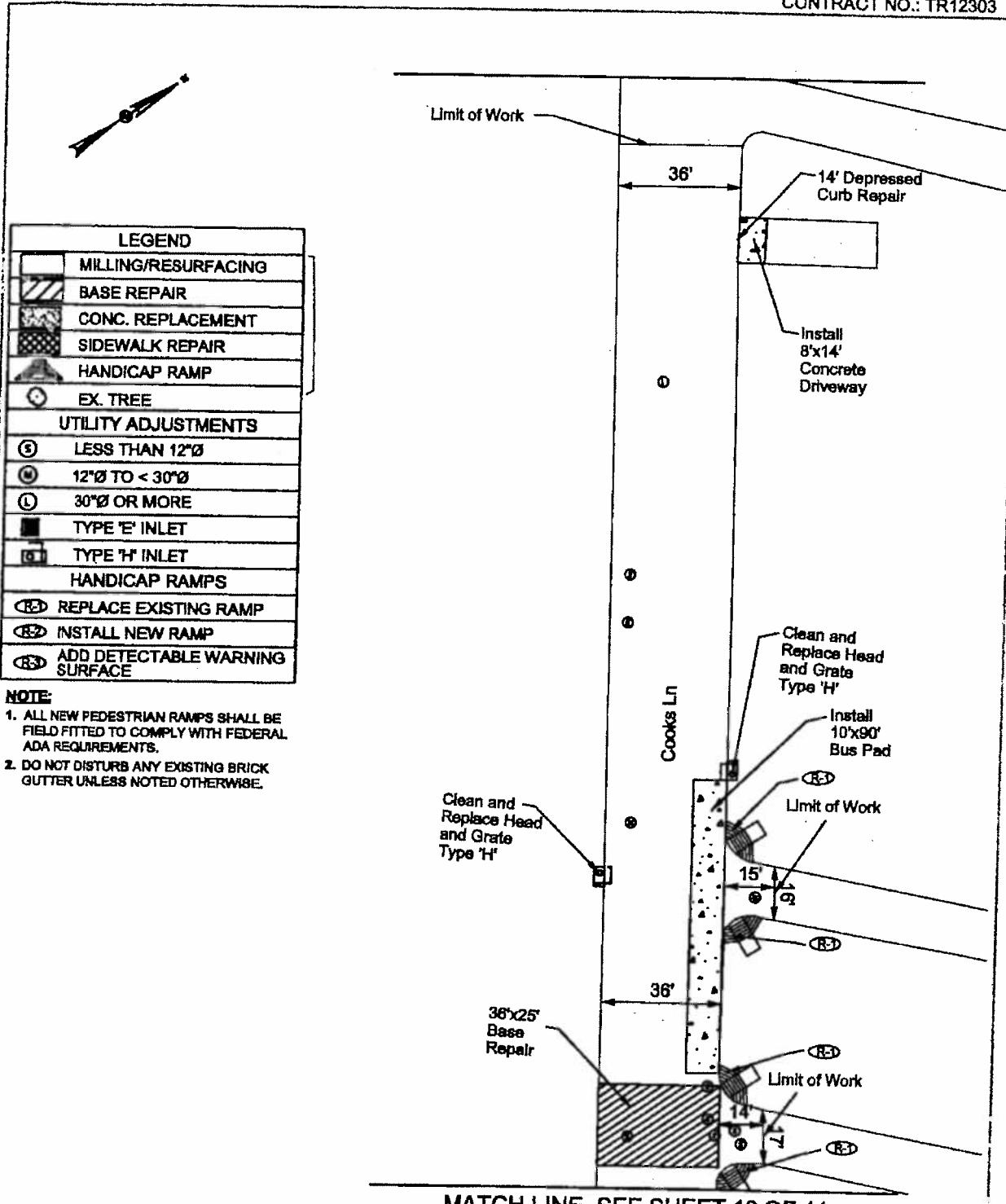
ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION

BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,600 L.F.  
 SHEET NO.: 10 OF 11  
 SCALE: NTS



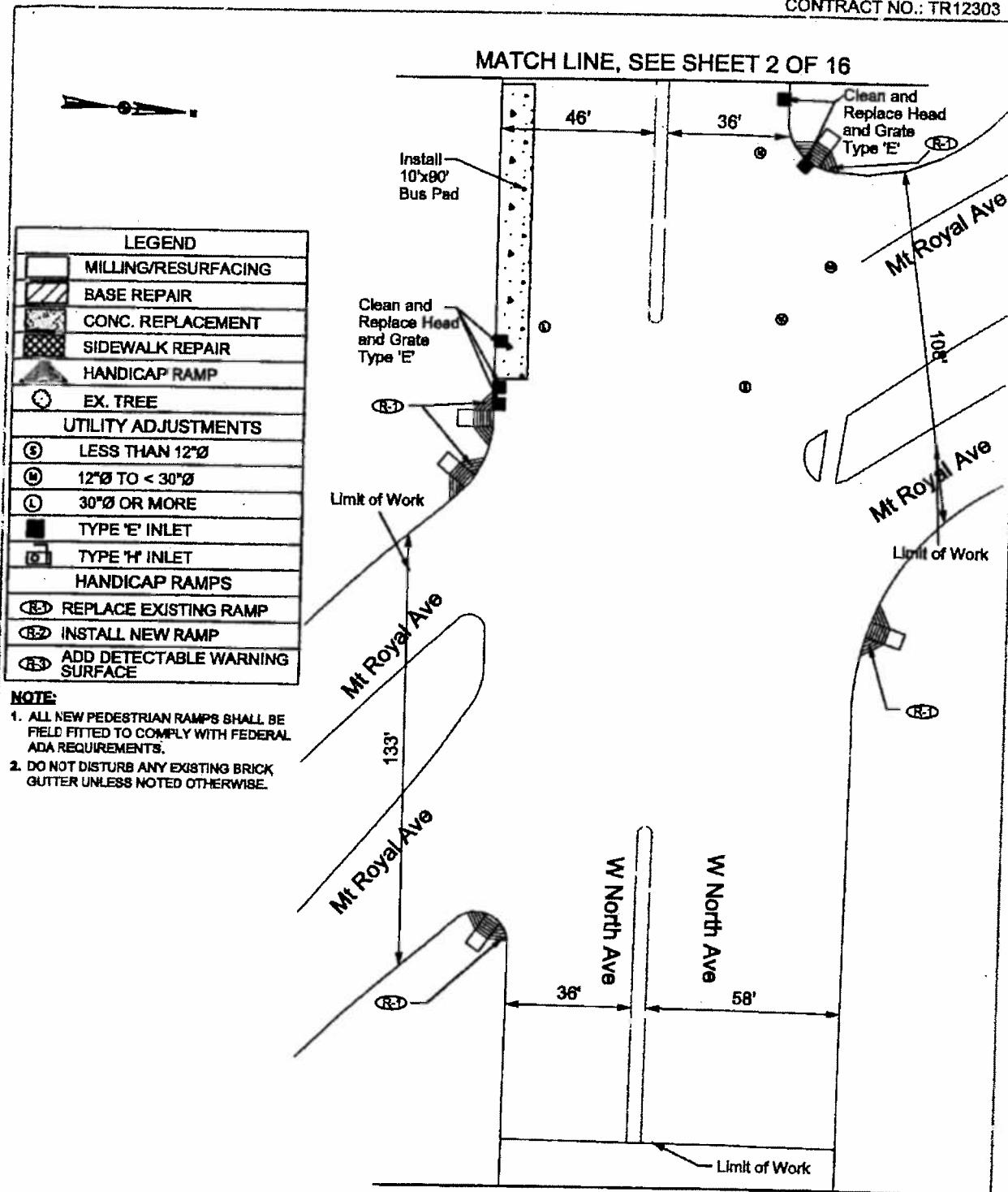
#### ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 COOKS LANE  
 FROM: EDMONDSON AVENUE  
 TO: THE CITY LINE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 3,800 L.F.  
 SHEET NO.: 11 OF 11  
 SCALE: NTS

MATCH LINE, SEE SHEET 2 OF 16



ROADWAY PLANS

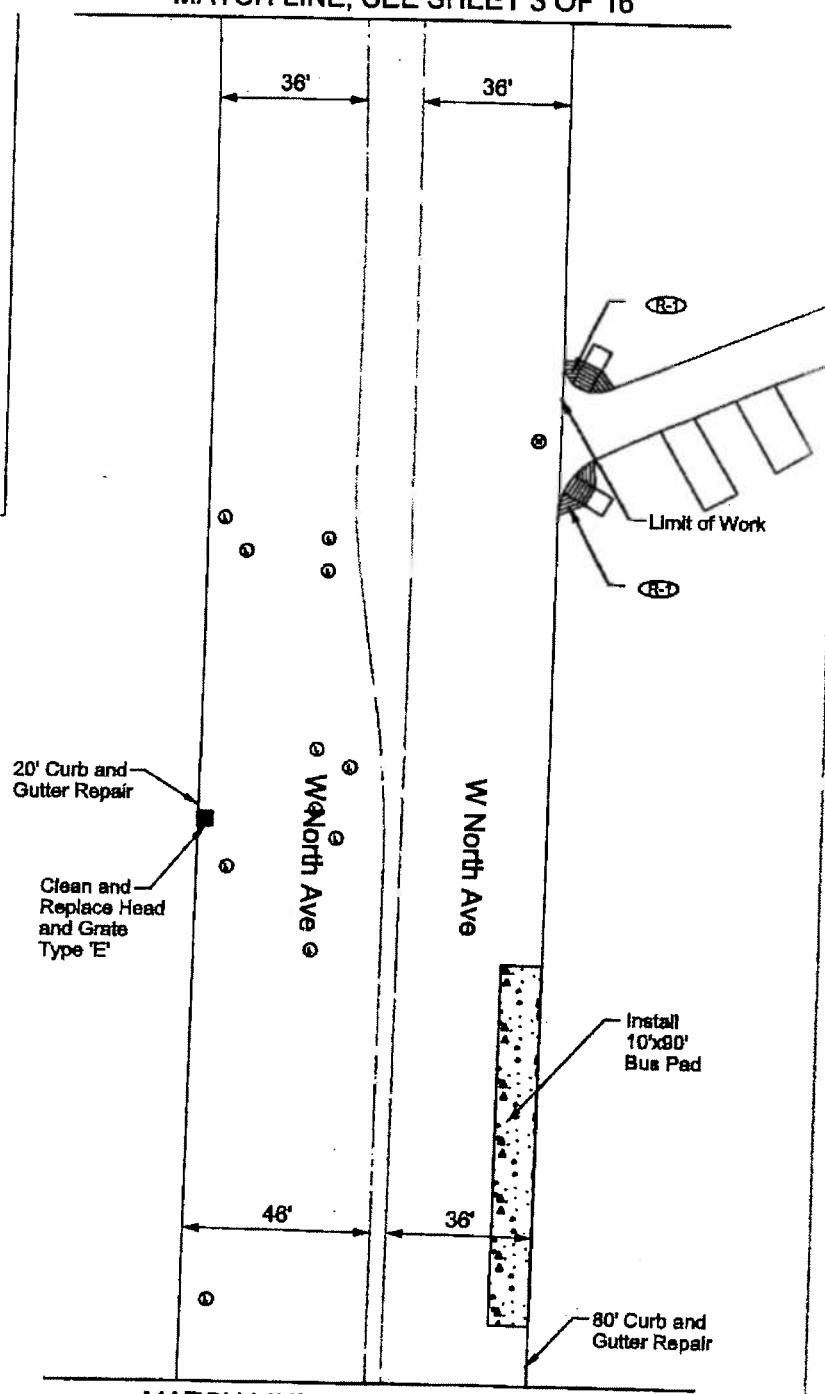
INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>	<b>RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III</b> <b>NORTH AVENUE</b> FROM: MOUNT ROYAL AVENUE TO: PENNSYLVANIA AVENUE <b>CITY OF BALTIMORE</b>	DEPARTMENT OF TRANSPORTATION  BALTO. CITY NO: TR12303 PROJECT LENGTH: 5,200 L.F. SHEET NO.: 1 OF 16 SCALE: NTS
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MATCH LINE, SEE SHEET 3 OF 16

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
	UTILITY ADJUSTMENTS
(S)	LESS THAN 12"Ø
(M)	12"Ø TO < 30"Ø
(L)	30"Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

1. ALL NEW PEDESTRIAN RAMPS SHALL BE FIELD FITTED TO COMPLY WITH FEDERAL ADA REQUIREMENTS.
2. DO NOT DISTURB ANY EXISTING BRICK GUTTER UNLESS NOTED OTHERWISE.



MATCH LINE, SEE SHEET 1 OF 16

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 NORTH AVENUE  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION

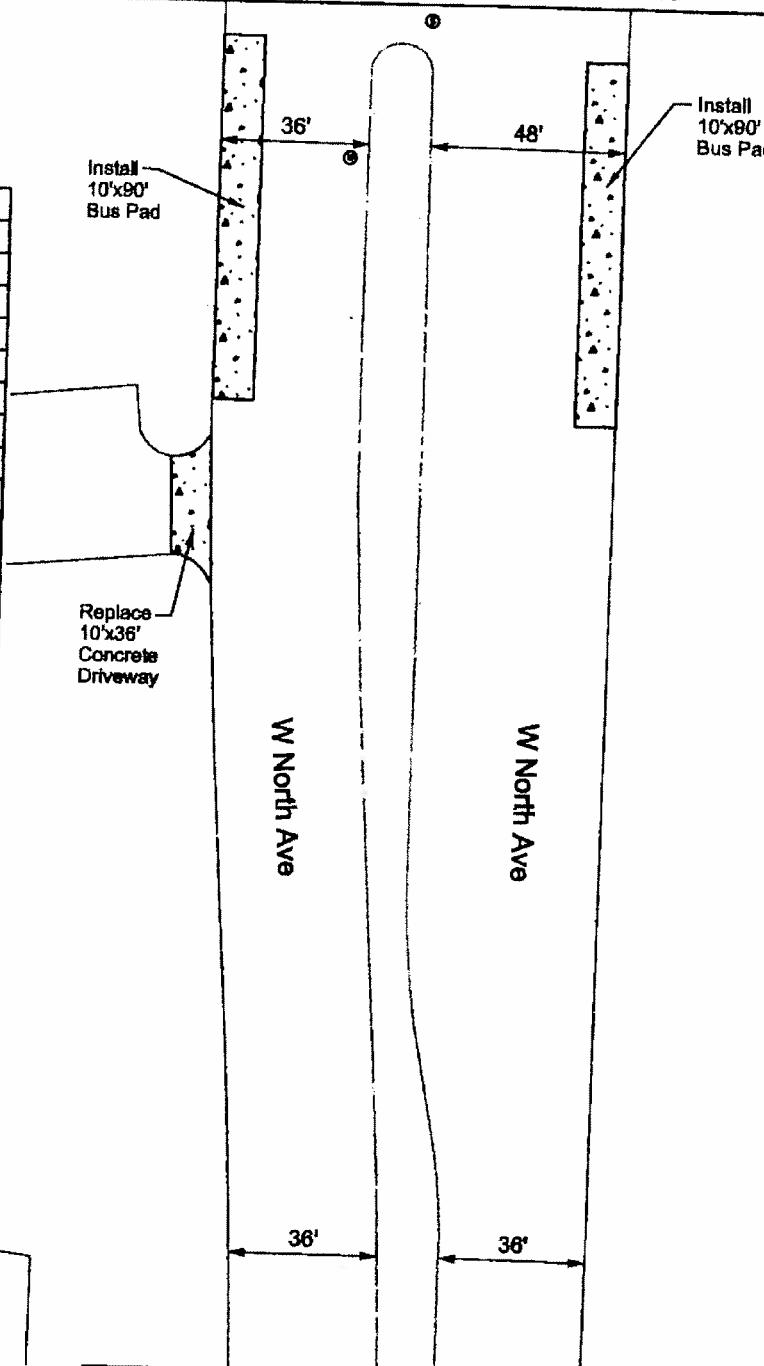
BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 2 OF 16  
 SCALE: NTS

MATCH LINE, SEE SHEET 4 OF 16

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
(1)	EX. TREE
(2)	UTILITY ADJUSTMENTS
(3)	LESS THAN 12"Ø
(4)	12"Ø TO < 30"Ø
(5)	30"Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

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MATCH LINE, SEE SHEET 2 OF 16

ROADWAY PLANS

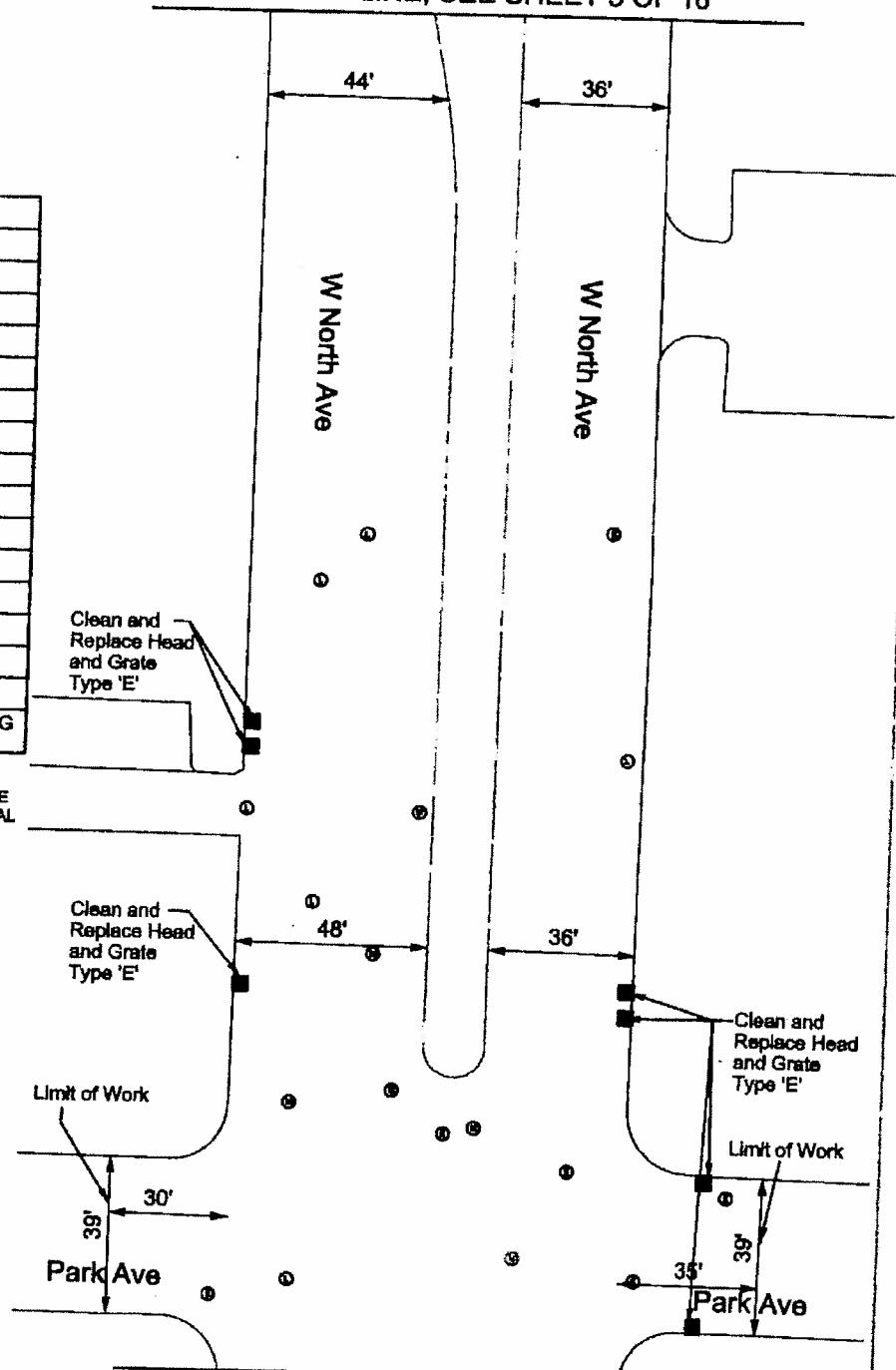
INSPECTED BY: <u>U.K./KL</u> DRAWN BY: <u>U.K./KL</u> EXAMINED BY: <u>K.G.</u>	RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III NORTH AVENUE FROM: MOUNT ROYAL AVENUE TO: PENNSYLVANIA AVENUE CITY OF BALTIMORE	DEPARTMENT OF TRANSPORTATION  BALTO. CITY NO: TR12303 PROJECT LENGTH: 5,200 L.F. SHEET NO.: 3 OF 16 SCALE: NTS
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MATCH LINE, SEE SHEET 5 OF 16

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
UTILITY ADJUSTMENTS	
(⑤)	LESS THAN 12"Ø
(④)	12"Ø TO < 30"Ø
(③)	30"Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

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ROADWAY PLANS

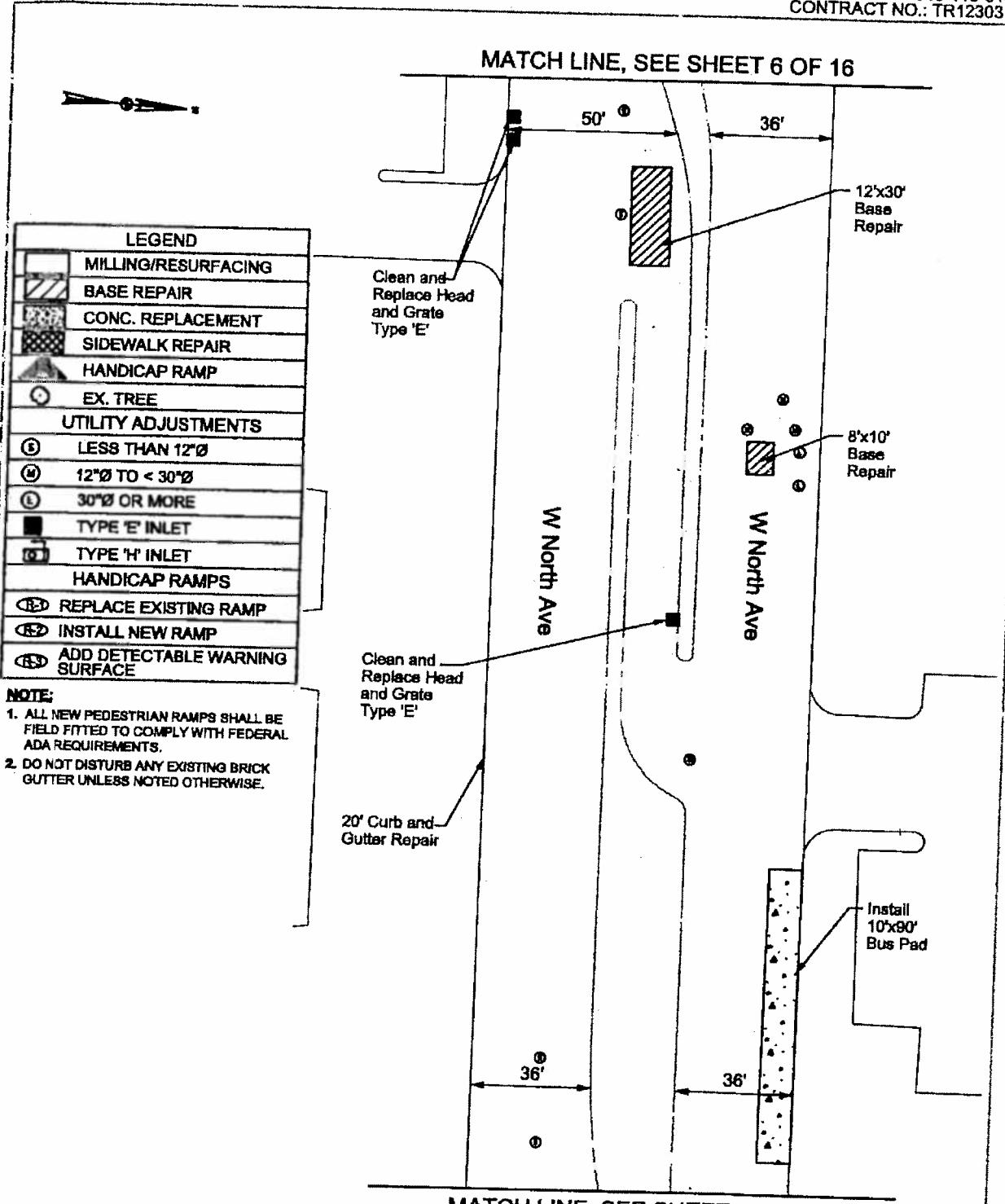
MATCH LINE, SEE SHEET 3 OF 16

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 NORTH AVENUE  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 4 OF 16  
 SCALE: NTS

MATCH LINE, SEE SHEET 6 OF 16



MATCH LINE, SEE SHEET 4 OF 16

ROADWAY PLANS

INSPECTED BY: J.K.K.L.  
 DRAWN BY: J.K.K.L.  
 EXAMINED BY: K.G.

**RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III**  
**NORTH AVENUE**  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
**CITY OF BALTIMORE**

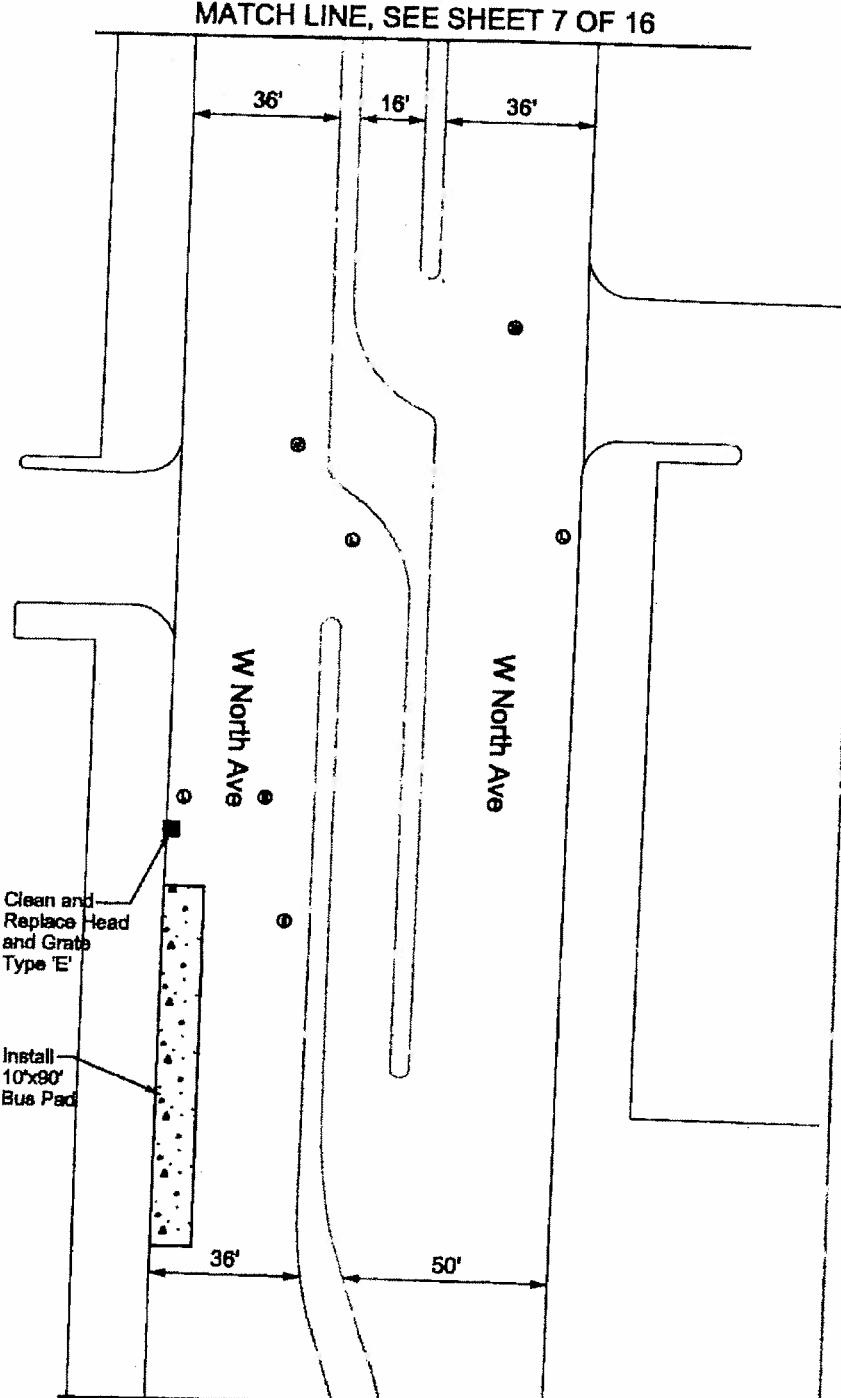
DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 5 OF 16  
 SCALE: NTS

MATCH LINE, SEE SHEET 7 OF 16

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
	UTILITY ADJUSTMENTS
(1)	LESS THAN 12°Ø
(2)	12°Ø TO < 30°Ø
(3)	30°Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

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MATCH LINE, SEE SHEET 5 OF 16

ROADWAY PLANS

INSPECTED BY: U.K./KL  
 DRAWN BY: U.K./KL  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 NORTH AVENUE  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION

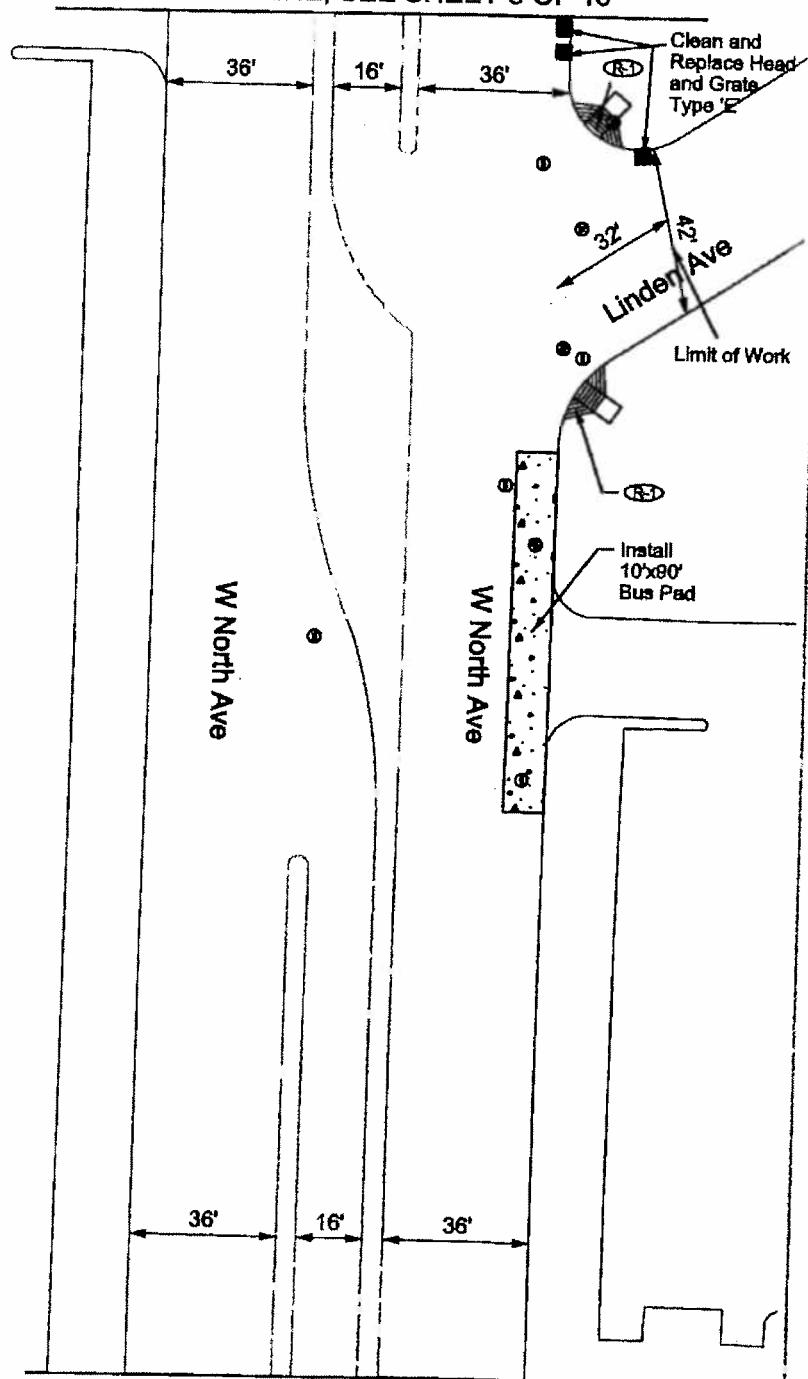
BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 8 OF 16  
 SCALE: NTS

MATCH LINE, SEE SHEET 8 OF 16

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
	EX. TREE
UTILITY ADJUSTMENTS	
	LESS THAN 12°
	12° TO < 30°
	30° OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
	HANDICAP RAMPS
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

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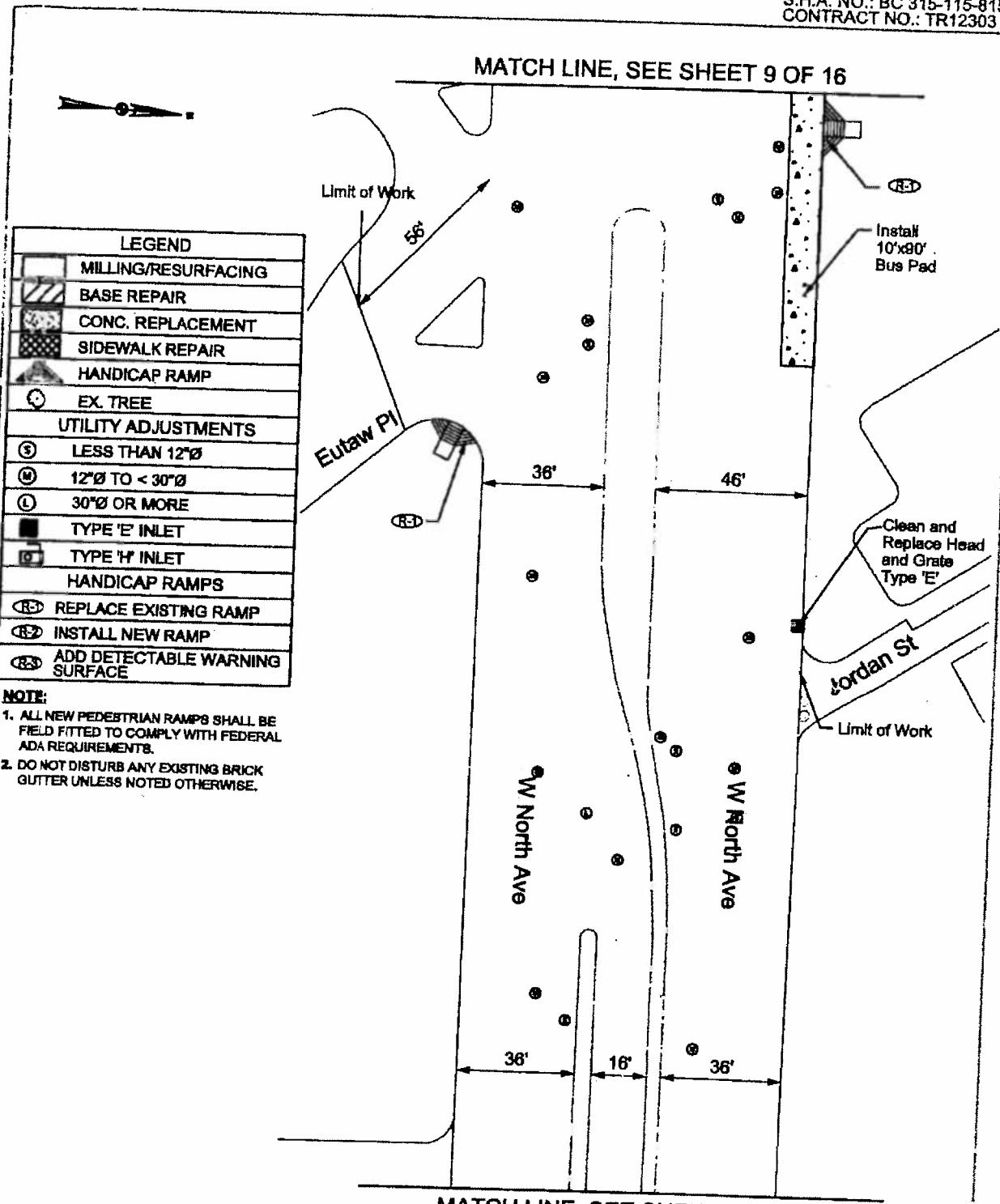


MATCH LINE, SEE SHEET 6 OF 16

ROADWAY PLANS

INSPECTED BY: <u>U.K/K.L.</u> DRAWN BY: <u>U.K/K.L.</u> EXAMINED BY: <u>K.G.</u>	<b>RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III</b> <b>NORTH AVENUE</b> FROM: MOUNT ROYAL AVENUE TO: PENNSYLVANIA AVENUE <b>CITY OF BALTIMORE</b>	DEPARTMENT OF TRANSPORTATION  BALTO. CITY NO: TR12303 PROJECT LENGTH: 5,200 L.F. SHEET NO.: 7 OF 16 SCALE: NTS
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MATCH LINE, SEE SHEET 9 OF 16

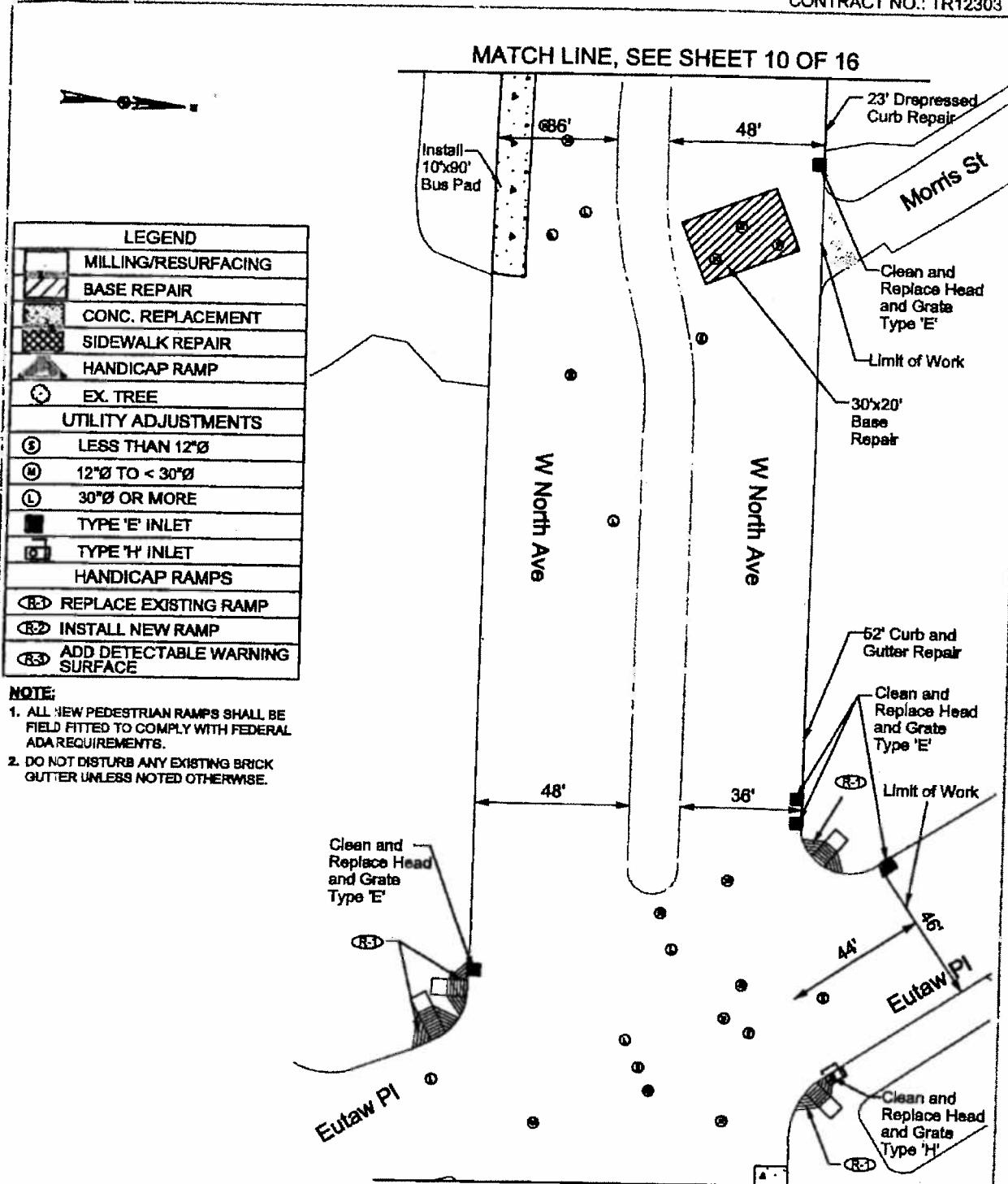


ROADWAY PLANS

MATCH LINE, SEE SHEET 7 OF 16

INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>	<b>RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III NORTH AVENUE FROM: MOUNT ROYAL AVENUE TO: PENNSYLVANIA AVENUE CITY OF BALTIMORE</b>	DEPARTMENT OF TRANSPORTATION  BALTO. CITY NO: TR12303 PROJECT LENGTH: 5,200 L.F. SHEET NO.: 8 OF 16 SCALE: NTS
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MATCH LINE, SEE SHEET 10 OF 16



MATCH LINE, SEE SHEET 8 OF 16

ROADWAY PLANS

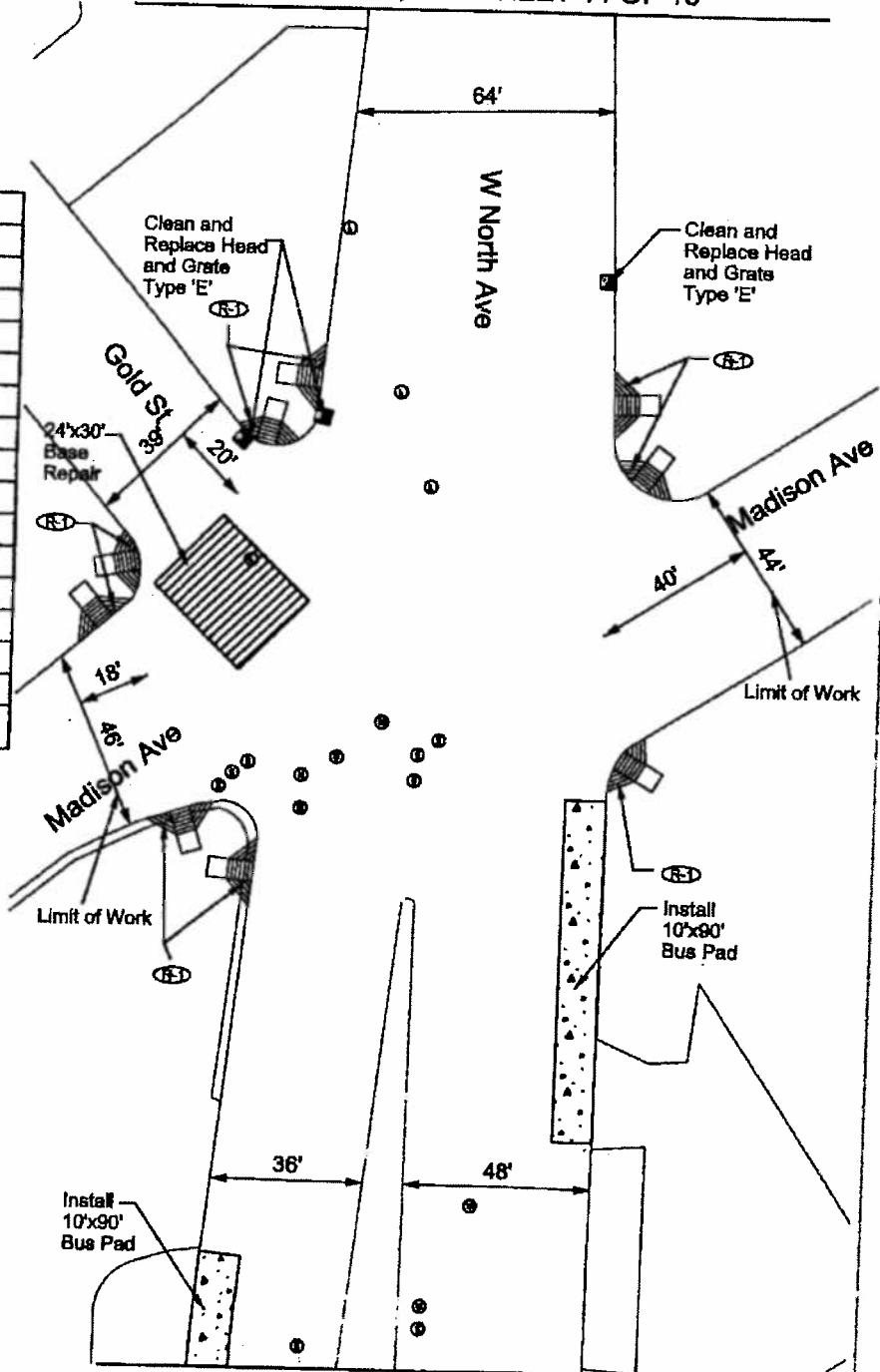
INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>	RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III NORTH AVENUE FROM: MOUNT ROYAL AVENUE TO: PENNSYLVANIA AVENUE CITY OF BALTIMORE	DEPARTMENT OF TRANSPORTATION  BALTO. CITY NO: TR12303 PROJECT LENGTH: 5,200 L.F. SHEET NO.: 9 OF 16 SCALE: NTS
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MATCH LINE, SEE SHEET 11 OF 16

LEGEND	
	MILLING/RESURFACING
	BASE REPAIR
	CONC. REPLACEMENT
	SIDEWALK REPAIR
	HANDICAP RAMP
(○)	EX. TREE
UTILITY ADJUSTMENTS	
(④)	LESS THAN 12"Ø
(⑤)	12"Ø TO < 30"Ø
(⑥)	30"Ø OR MORE
	TYPE 'E' INLET
	TYPE 'H' INLET
HANDICAP RAMPS	
	REPLACE EXISTING RAMP
	INSTALL NEW RAMP
	ADD DETECTABLE WARNING SURFACE

NOTE:

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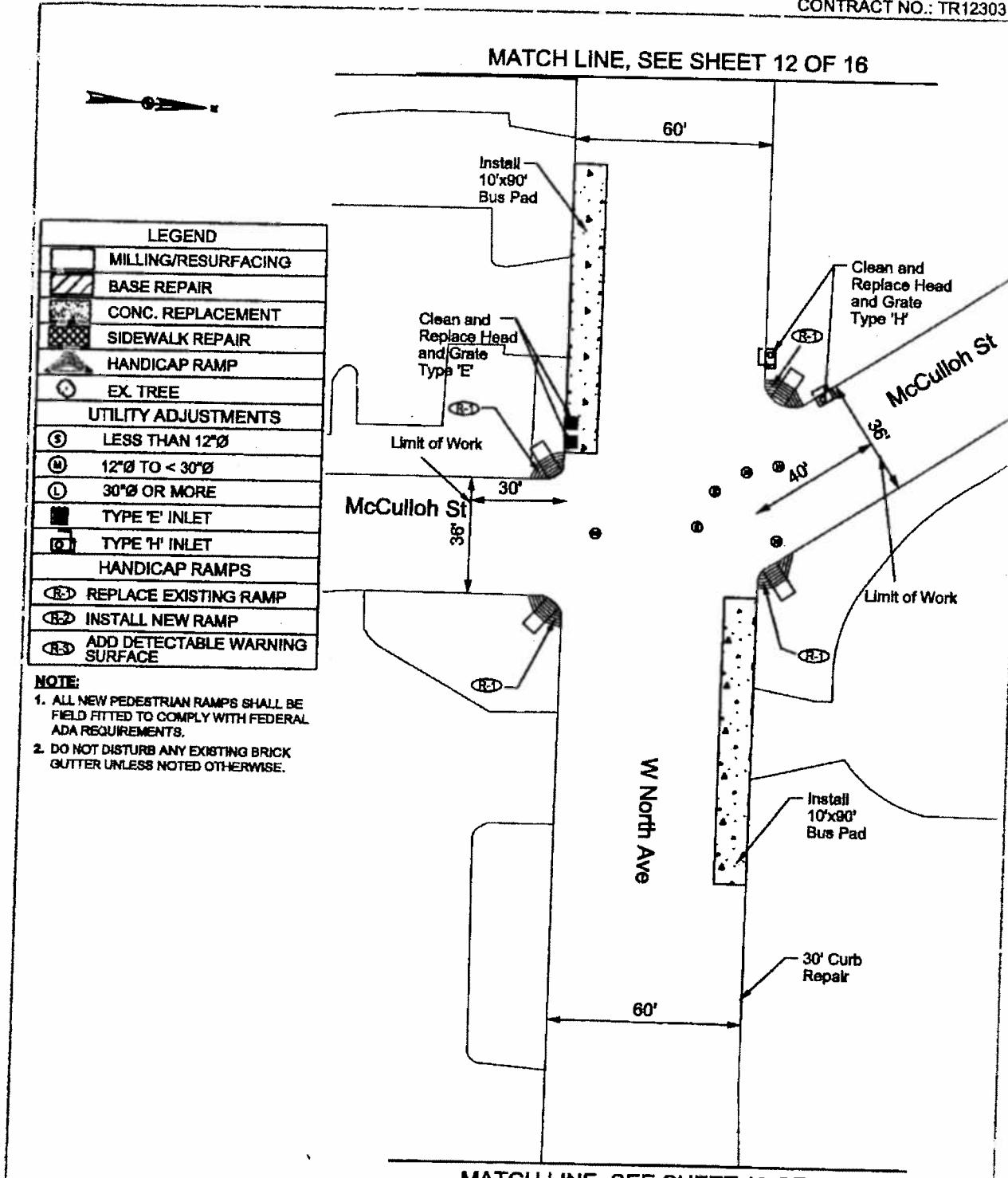
MATCH LINE, SEE SHEET 9 OF 16

ROADWAY PLANS

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 NORTH AVENUE  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
 CITY OF BALTIMORE

DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 10 OF 16  
 SCALE: NTS



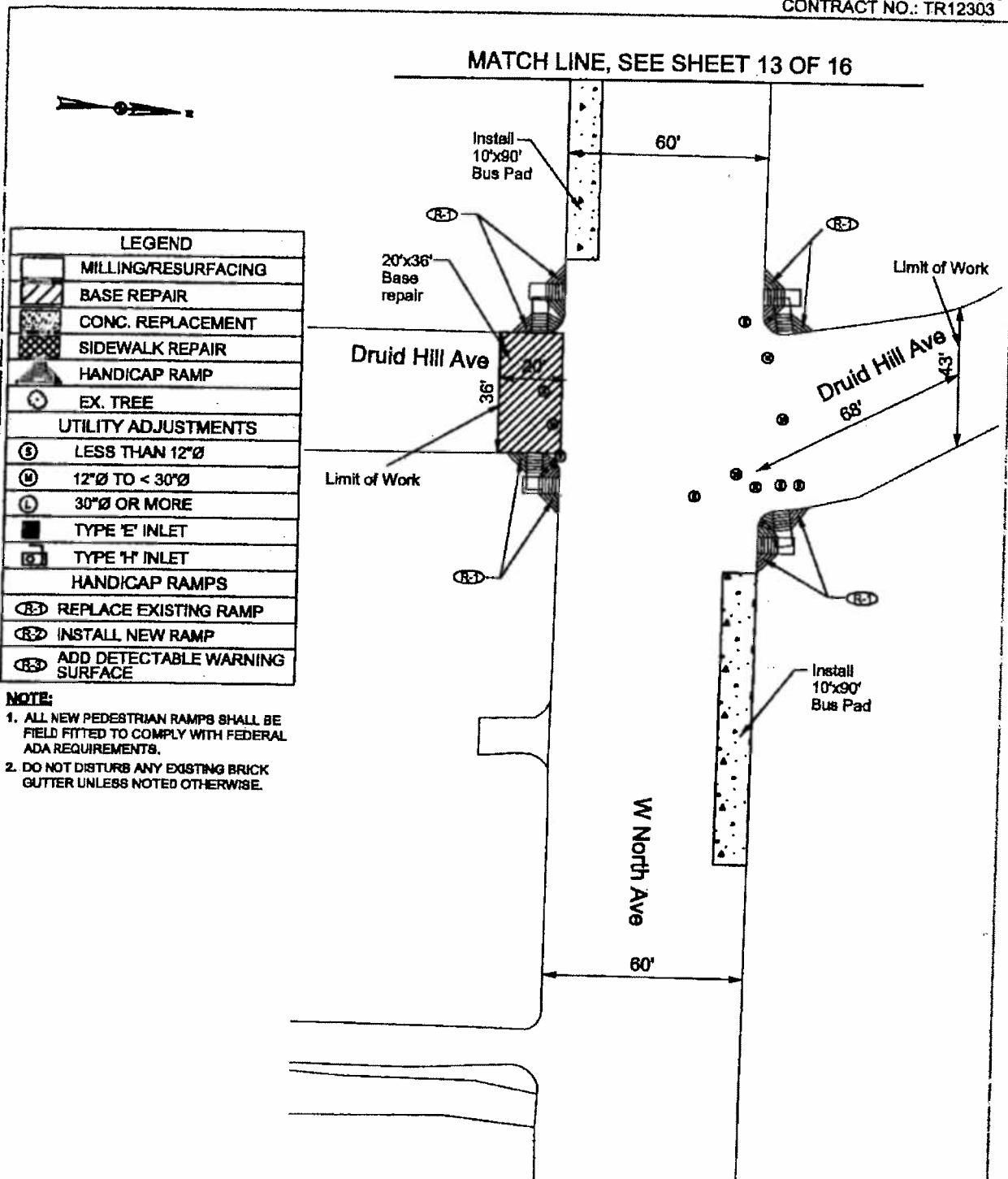
**ROADWAY PLANS**

INSPECTED BY: U.K./KL  
 DRAWN BY: U.K./KL  
 EXAMINED BY: K.G.

**RESURFACING HIGHWAYS  
SOUTHWEST, SECTOR - III**  
**NORTH AVENUE**  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
**CITY OF BALTIMORE**

**DEPARTMENT OF  
TRANSPORTATION**  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 11 OF 16  
 SCALE: NTS

**MATCH LINE, SEE SHEET 13 OF 16**

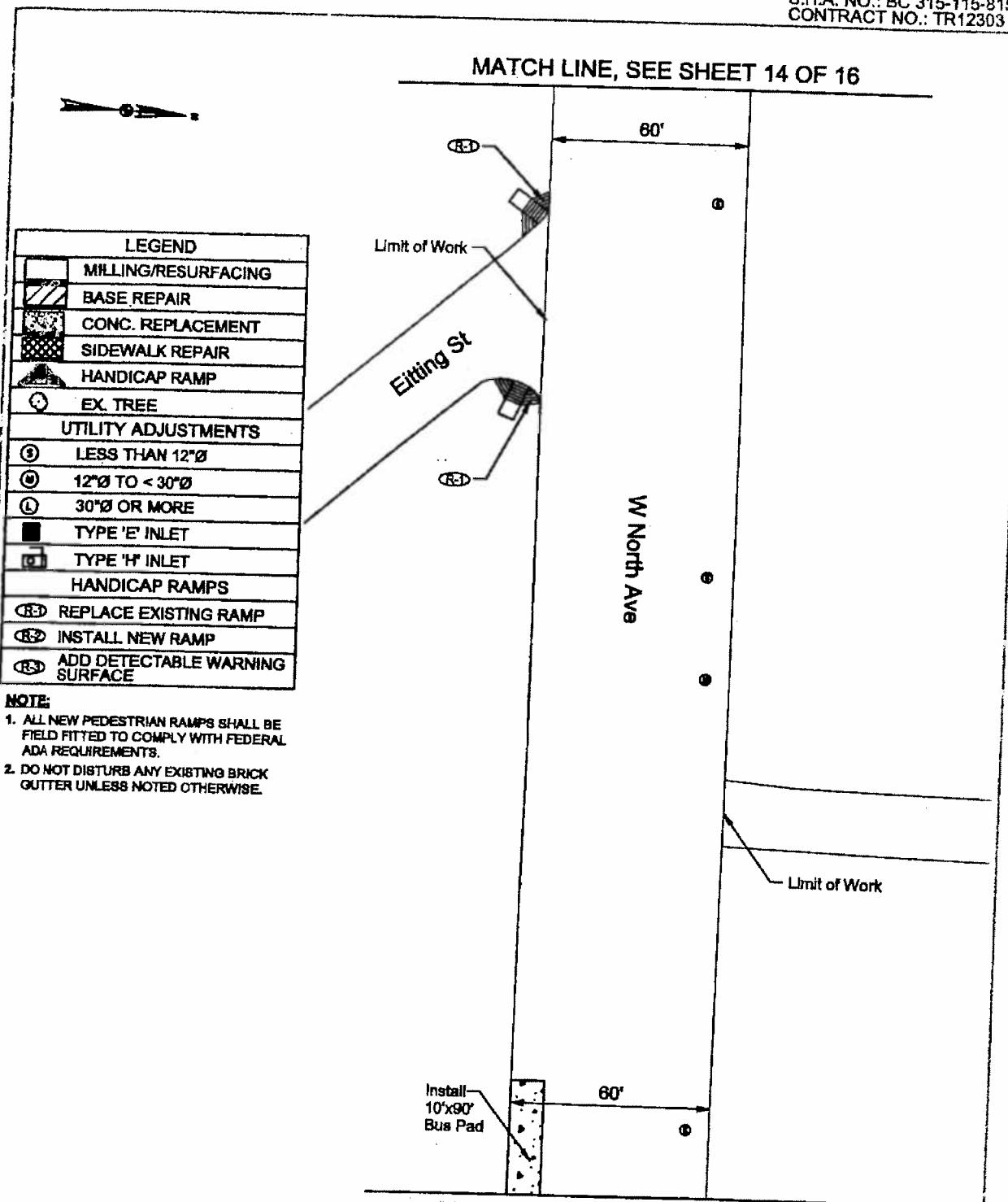


## **ROADWAY PLANS**

MATCH LINE, SEE SHEET 11 OF 16

INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>	<b>RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III</b>  <b>NORTH AVENUE</b> FROM: MOUNT ROYAL AVENUE TO: PENNSYLVANIA AVENUE <b>CITY OF BALTIMORE</b>	<b>DEPARTMENT OF TRANSPORTATION</b>  BALTO. CITY NO: TR12303 PROJECT LENGTH: 6,200 L.F. SHEET NO.: 12 OF 16 SCALE: NTS
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MATCH LINE, SEE SHEET 14 OF 16



ROADWAY PLANS

MATCH LINE, SEE SHEET 12 OF 16

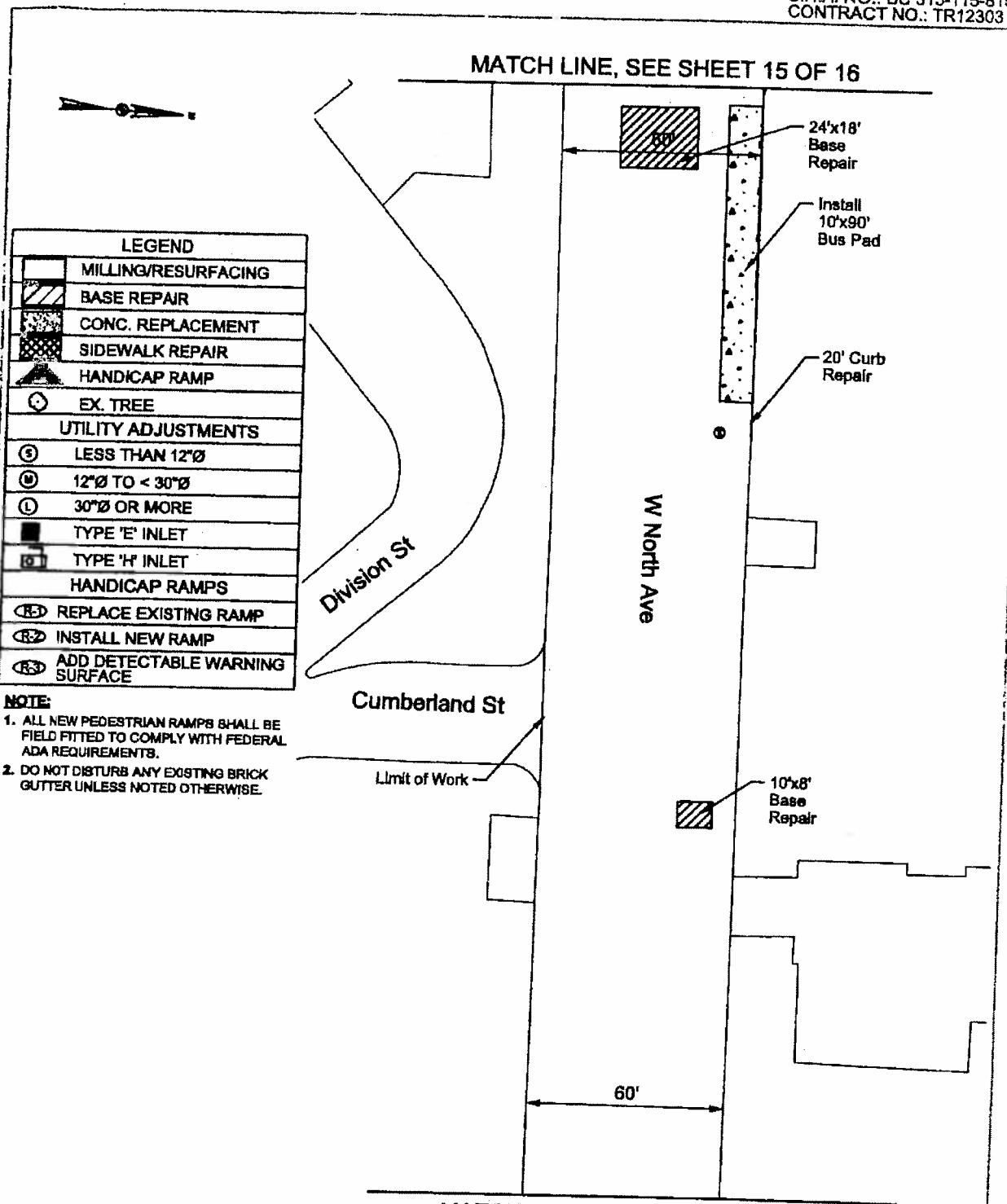
INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

**RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 NORTH AVENUE  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
 CITY OF BALTIMORE**

DEPARTMENT OF  
 TRANSPORTATION

BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 13 OF 16  
 SCALE: NTS

MATCH LINE, SEE SHEET 15 OF 16



ROADWAY PLANS

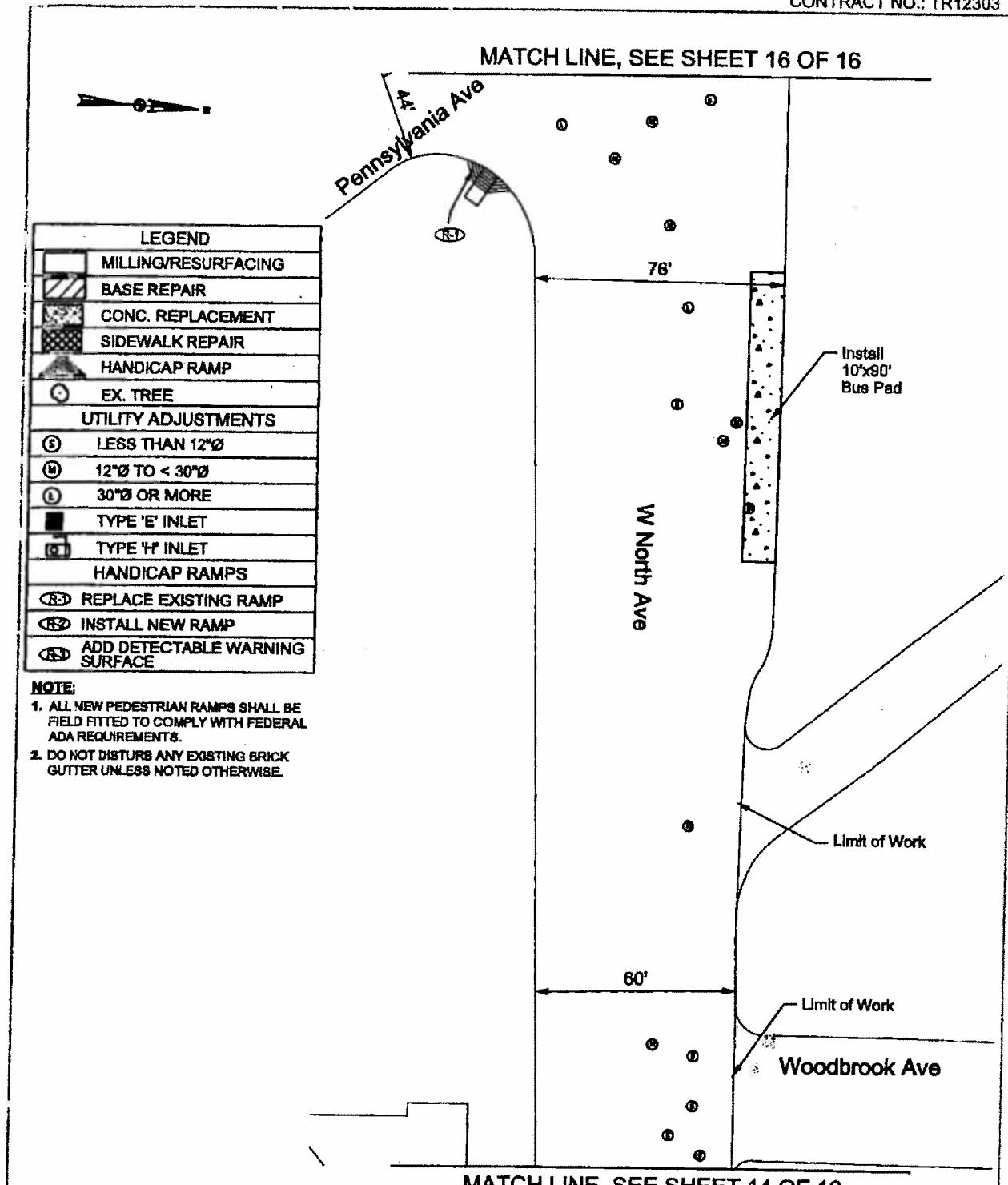
MATCH LINE, SEE SHEET 13 OF 16

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

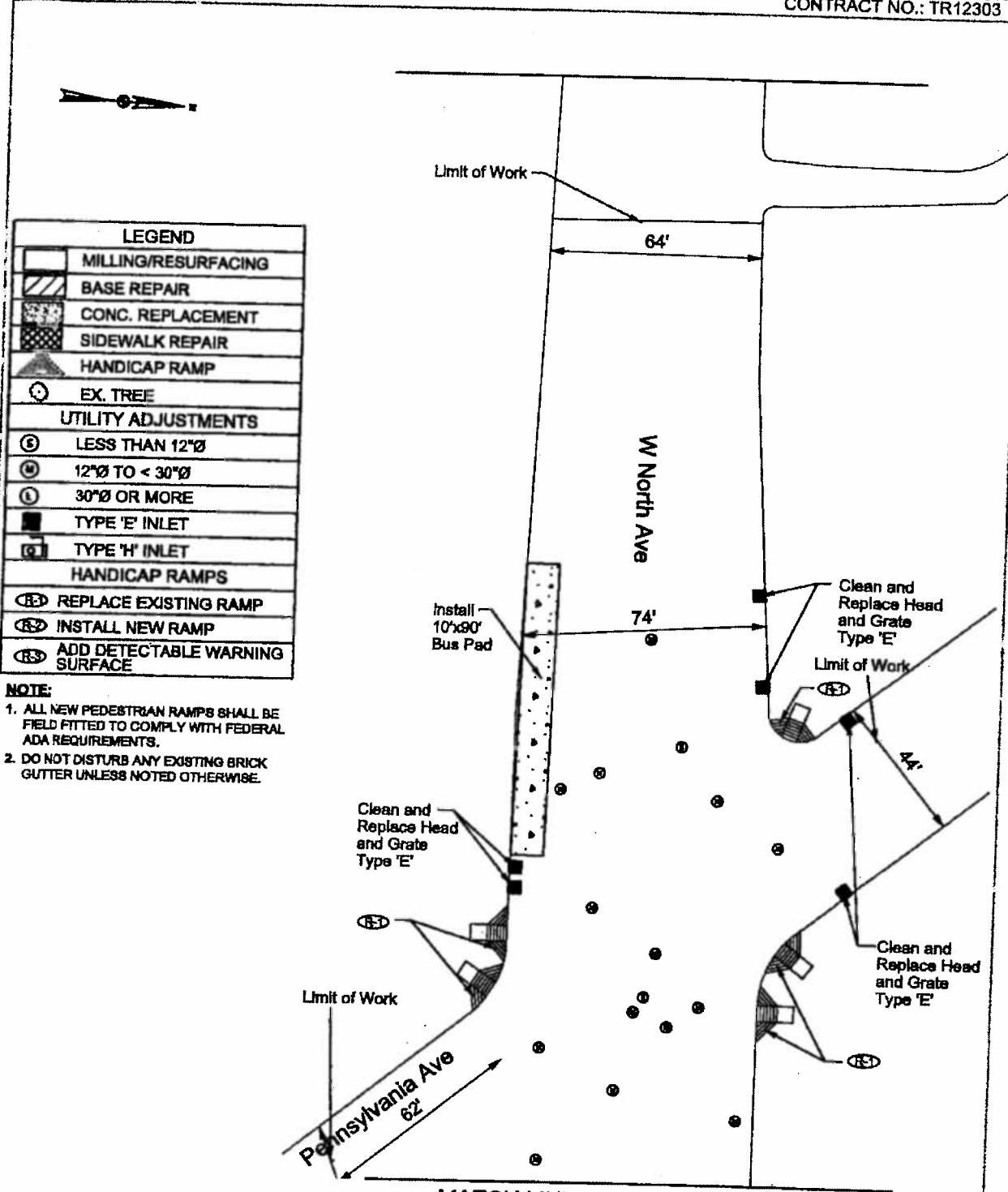
**RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 NORTH AVENUE  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
 CITY OF BALTIMORE**

DEPARTMENT OF  
 TRANSPORTATION

BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 14 OF 16  
 SCALE: NTS



ROADWAY PLANS		
INSPECTED BY: <u>U.K./K.L.</u> DRAWN BY: <u>U.K./K.L.</u> EXAMINED BY: <u>K.G.</u>	<b>RESURFACING HIGHWAYS SOUTHWEST, SECTOR - III</b> <b>NORTH AVENUE</b> FROM: MOUNT ROYAL AVENUE TO: PENNSYLVANIA AVENUE <b>CITY OF BALTIMORE</b>	<b>DEPARTMENT OF TRANSPORTATION</b> BALTO. CITY NO: TR12303 PROJECT LENGTH: 5,200 L.F. SHEET NO.: 15 OF 16 SCALE: NTS



**NOTE:**

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**ROADWAY PLANS**

MATCH LINE, SEE SHEET 15 OF 16

INSPECTED BY: U.K./K.L.  
 DRAWN BY: U.K./K.L.  
 EXAMINED BY: K.G.

**RESURFACING HIGHWAYS  
 SOUTHWEST, SECTOR - III  
 NORTH AVENUE  
 FROM: MOUNT ROYAL AVENUE  
 TO: PENNSYLVANIA AVENUE  
 CITY OF BALTIMORE**

DEPARTMENT OF  
 TRANSPORTATION  
 BALTO. CITY NO: TR12303  
 PROJECT LENGTH: 5,200 L.F.  
 SHEET NO.: 16 OF 16  
 SCALE: NTS

**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

November 5, 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 constituents.

We herein respectfully submit protests related to the following identified proposed contract awards, increases, etc., contained on Your Honorable Board’s 11/06/2013 public meeting agenda.

These protests agenda items are:

- (1) Item No. 6, contained on page 35, which is a proposed \$200,000.00 contract price increase to the incumbent contractor under Bureau of Purchases’ contract solicitation N0-50001768-concrete sidewalk and other repairs. Our concern and basis of our protest is that the proposed \$200,000.00 contract price increase violates the City’s “mandatory” competitive bidding charter provision, Article VI, Section 11 *et. seq.*
- (2) Item No. 16, contained on page 39 of Your Honorable Board’s 11/06/2013 public meeting agenda. Our concern or basis for our protest is that the City Purchasing Agent allegedly, on November 10, 2010, unilaterally approved an increase in the amount of \$50,000.00 to allegedly an addition vendor. This \$50,000.00 contract increase by the City Purchasing Agent was totally ultra vires and unlawful, inasmuch as Article VI, Section 11 *et. seq.*, gives sole and exclusive power and authority to award City public contracts greater than \$50,000.00 to the Board of Estimates.

- (3) Item No. 17, contained on Your Honorable Board's 11/06/2013 public meeting agenda, which is a proposed \$700,000.00 contract increase by the City Purchasing Agent to City contract solicitation No. B50002314, on-call roofing services. Our concern and basis for our protest is that the proposed \$700,000.00 contract price increase constitutes a flagrant violation of the City's "mandatory" competitive bidding charter provision-Article VI, Section 11 et. seq.
- (4) Item No. 18, contained on pages 41-42 of Your Honorable Board's 11/07/2013 public meeting agenda, which is a proposed \$10,264,687.91, non-bid, non-competitive contract award to SRI International Corporation, pursuant to Maryland State Contract DoIT-Solicitation No. 060B2490024-Microsoft Software and Service Large Account Reseller Contract. Our concern and basis for our protest herein is that the Bureau of Purchases' reliance on Article VI, Section 11(e)(i), of the City Charter to justify its complete dispensation of the City's formal competitive bidding process as required by Article VI, Section 11(h)(1)(ii), of the City Charter, is patently misplaced and moreover, is of absolutely no import to its proposed legal justification for dispensing with the City's formal contract competitive bidding requirement of publicly advertising and awarding all City public contracts greater than \$50,000.00 to "the lowest responsive and responsible bidder or shall reject all bids," as therein delineated.

Importantly, while the Court of Appeals has approved the City's power and authority to completely dispense with its formal competitive bidding requirements in very extremely limited and circumscribed "unique" factual circumstances, these "unique" factual circumstances are clearly not in any way present in this Bureau of Purchases' proposed non-bid, non-competitive City contract award. see Hylton v. City of Baltimore, 268 Md. 266 (1973). (Holding that Baltimore City can lawfully dispense with its "mandatory" formal contract competitive bidding process only and indeed, only in cases where the particular item purchased by the City is of such a "unique nature" that it would be "futile" to engage in competitive bidding because only one contractor can in fact meet the City's contract bid specification. Also, the Court of Appeals based its ultimate decision to agree with and sanction the City's decision to completely dispense with its formal competitive bidding charter requirements mainly because, unlike in the Bureau of Purchases' case herein; (1) there was no evidence of favoritism by the City and, "the circumstances presented not only the clear impracticality; (2) but the virtual impossibility of competitive bidding; and (3) that the [important] policy behind the [City's] competitive bidding statute-avoidance of corruption and economy to the taxpayers of Baltimore had been met "without" competitive bids." see Id. at 280. Importantly, these specifically identified unique factual circumstances present and controlling in Hylan, which made a strong case for the court to fully approve the City's completely dispensing with its formal competitive contract award process are totally and absolutely lacking, absent and missing in the Bureau of Purchases' proposal to completely dispense with the City's "mandatory" formal

competitive bidding process as specifically required of the City in Article VI, Section 11(h)(1)(ii), of its charter.

(5) Item No. 6, contained on page 46, which is a proposed contract award of City DOT contract TR14006-Resurfacing to bidder, P. Flanigan & Son at its low bid price of \$1, 959,886.65. Our concern and basis of our protest is that the proposed contract awardee has violated the spirit and intent of the City's M-WBE Ordinance by unlawfully subcontracting with non-Black or African American M-WBE firms for over 98% of the contract established total 22% MBE participation goal. Plain and simple, the City's M-WBE Ordinance was enacted and intended to benefit certified Black or African American M-WBE firms. It makes absolutely no sense to unintentionally and purposely exclude M-WBE firms owned by Black or African persons.

Item No. 8, contained on page 47, which is a proposed \$81,397.913.20 contract award to bidder, Itron, Inc., for Bureau of Purchases' Contract Solicitation No. B50002877-“Advanced Metering Infrastructure and Water Meter System Installation.”

Our concern and protest are predicated on several fundamental deficiencies and improprieties contained in the contract's bidding process which clearly render the entire bidding process relative to this Bureau of Purchases' contract solicitation totally ultra vires, unlawful and void ab initio.

Importantly, bidder Itron, Inc.'s total contract bid price was \$81,397.913.20; however, the Bureau of Purchases for absolutely no good and lawful reason(s) proposes to also allow and indeed, award Itron, Inc., an additional \$2,118,720.60, allegedly to cover the cost of certain “hardware support” and “maintenance” services associated with the contract, which will make the contract's total bid price \$83, 516,633.80. Pursuant to fundamental competitive bidding principles and law, inasmuch as this added \$2,118,720.60 contract money price was not in any way included or otherwise reflected in bidder Itron, Inc.'s original bid price, it would be totally unlawful for Your Honorable Board to now approve the addition of these new and added City funds to Itron, Inc.'s contract.

Moreover, the City's arbitrary and unlawful outright disqualification and “rejection” of bidder Aclara Technology, Inc.'s bid proposal.

Moreover, the City's ultra vires, arbitrary and unlawful disqualification and outright “rejection”, of bidder, Aclara Technology's, bid proposal for no good and lawful reason(s), completely limits and constrains its right or discretion to approve this proposed contract award to bidder, Itron, Inc., for its basic and fundamental municipal competitive bidding law that in cases where a municipal corporation like the City herein, “rejects” less than all of the bids, as the City has so

clearly and undisputedly done with this City Water Metering contract herein, the right or discretion to “reject” less than all of the bids is more limited and circumscribed see *Platt Electric Supply v. City of Seattle*, 555 P.2d 421 (1975) Holding that, “when rejection of less than all the bids is permitted by the applicable law and the terms of the invitation to bid, the rejection cannot be done arbitrarily or in bad faith.” see 555 P.2d at 429, citing 64 Am. Jur. 2d Public Works and Contracts Sec. 76 (1972); 10 E. McQuillin, Municipal Corporations 29.77 (3d ed. Rev. 1966); Bellingham American Publishing Co. v. Bellingham Publishing Co., 145 Wash 25, 258 P. 836 (1927). When it is the low bid which is rejected, particularly close scrutiny of the reasons given for rejection is warranted. 10 E. McQuillin, Municipal Corporations Sec. 29.73, at 421 (3d ed rev. 1966). Also, the bidder Itron, Inc. proposes to subcontract with only one MBE subcontractor for the entire 11% MBE goal that happens to be non-Black or African American completely without granting any of the contract set 11% MBE goal to Black or African American-owned MBE subcontractors. This is totally wrong and discriminatory against Black or African American-owned subcontractors. It makes no sense in a majority African American City to leave the African American contractor out of this important City contract. Importantly, the City’s MWBOO unlawfully failed and refused to set appropriate MBE sub-goals for this contract, which resulted in the prime contractor, Itron Inc., being able to completely pass over and exclude our qualified and interested Black or African-owned subcontractors.

(6) Item contained on page 48, which is a proposed \$1,115,734.00 non-bid and non-competitive contract award to CAM Construction Co. of Maryland for 4601 East Monument Street, Building renovations for the City’s DGS. Our concern and protest is based upon the fact that this proposed City contract is predicated upon the Baltimore City Public Schools contract No. BCS 10042 as approved by Your Honorable Board on October 9, 2013, pursuant to an IDQ contract GS 1B810. We strongly believe that Your Honorable Board’s original October 9, 2013 approval of the IDQ arrangement was then completely bogus and in direct violation of the City’s competitive bidding charter provision. Today, we still believe the same insofar as the entire IDQ arrangement does not pass the very specific test for dispensing with or waiving the City’s “mandatory” formal competitive bidding process required in Article VI, Section 11(h)(1)(ii), as specifically articulated by the Court of Appeals in Hylton.

MMCA’s members, clients and constituents will be injured if the proposed contract increases and renewal are approved by Your Honorable Board.

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

Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet

Managing Director

**GALLAGHER  
EVELIUS & JONES LLP**  
ATTORNEYS AT LAW

PAUL S. CAIOLA  
[pcaiola@gejlaw.com](mailto:pcaiola@gejlaw.com)  
direct dial: 410 347 1371  
fax: 410 468 2786

November 12, 2013

**Via Hand Delivery**

Board of Estimates  
Attn: Clerk  
City Hall, Room 204  
100 North Holliday St.  
Baltimore, MD 21202

*Re: RESPONSE TO BID PROTEST  
City of Baltimore Contract Number TR-14006  
Resurfacing Highways at Various Locations Sector II*

Madam Clerk:

On behalf of P. Flanigan & Sons, Inc. (“Flanigan”), I write to respond to the bid protest submitted by M. Luis Construction, Inc. (“M. Luis”) with respect to the above-referenced procurement.

M. Luis asserts that its failure to acknowledge Addendum No. 1 should not have rendered its bid non-responsive because, according to M. Luis, “the addendum … did not contain material terms that affected either price, quality or scope of work and, therefore, would not prejudice other bidders if waived as a minor irregularity.” M. Luis is wrong.

Addendum no. 1 contains material terms that affect both price and quality/scope of work. The original bid included no information regarding the location for the work other than a general statement that the work would be performed in Sector II. See Exhibit 1. Addendum no. 1 is the only bid document that lists the streets on which the work will be performed. See Exhibit 2 (replacing page 4 with 4A). Street names directly impact the price and scope of work, and thus are a material term of the bid. The width of a street, its location (amount of traffic, etc.), and its proximity to the other listed streets all affect pricing of a bid and the scope of work. Some examples of how the identification of streets can affect the bid and scope of work follow:

- (1) The amount of work to be performed on a certain street affects production rates, which determine costs. For example, if one of the streets is

GALLAGHER  
EVELIUS & JONES LLP  
ATTORNEYS AT LAW

Clerk, Board of Estimates  
Page 2  
November 12, 2013

2,300' long x 36' wide, a contractor can resurface up to 600 tons per day, at the cost of \$70 per ton. On the other hand, if a street is 280' x 16' wide, and remote from other streets on the same contract, the contractor will be far less productive, and may place only 240 tons per day, at a cost of \$85 per ton.

(2) If one of the streets is a busy, high volume street like Reisterstown Rd., the "Maintenance of Traffic" cost will be affected. To maintain a safe operation for the work crew and traveling public, paving or milling a road like Reisterstown Rd. could require as many as 8 or 9 flagmen. On the other hand, a residential street like Violet Ave. has little traffic so warrants a lower bid for this line item.

3) Street locations are factored into trucking costs, *i.e.*, distance from contractor's plants, aggregate quarries, and dump sites.

4) Street locations determine whether night-time operations might be permissible and/or prudent. If the City will allow paving or milling at night, production can be increased. For example, Flanigan has worked successfully at night on Northern Pkwy between I-83 and Greenspring Drive, and on other commercial and/or non-residential areas. On the other hand, night paving would not be allowed on a residential street.

5) Street locations will also impact "Mobilization" costs. If the street locations are near one another, a contractor can drive its equipment from location to location. In addition, equipment can be staged overnight if there is ample available space on a street, but will need to be moved back to the contractor's yard if there is insufficient space.

In addition to the material nature of Addendum no. 1, M. Luis's bid protest should be rejected because the City made it clear on more than one occasion that a failure to acknowledge receipt of each addendum or a failure to attach all addenda to the bid package would render a contractor's bid non-responsive. See Exhibit 3 (original bid instructions requiring acknowledgement of addenda), Exhibit 4 (original bid instructions explaining that failure to "COMPLETELY FILL IN THE ORIGINAL BID AND THE

GALLAGHER  
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Page 3  
November 12, 2013

REQUIRED BID/PROPOSAL AFFIDAVIT ... WILL CAUSE YOUR BID TO BE DECLARED UNRESPONSIVE AND THE BID WILL BE REJECTED BY THE BOARD OF ESTIMATES"), and Exhibit 2 (email from Andrew Wilson of Baltimore City forwarding Addendum no. 1 to each bidder, further instructing bidders to attach Addendum no. 1 to the original bid book when submitting the bid, and stating that failure to attach the addendum and acknowledge receipt of all addenda may "CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE"). The City cannot hope for compliance with bid requirements if it does not enforce clear instructions such as these.

Very truly yours,



Paul S. Caiola

Enclosures

cc: Hon. Bernard C. Young [BCYoung@baltimorecity.gov](mailto:BCYoung@baltimorecity.gov)  
Hon. Stephanie Rawlings Blake [Mayor@baltimorecity.gov](mailto:Mayor@baltimorecity.gov)  
Hon. Joan Pratt [Joan.Pratt@baltimorecity.gov](mailto:Joan.Pratt@baltimorecity.gov)  
Al Fox [Al.Foxx@baltimorecity.gov](mailto:Al.Foxx@baltimorecity.gov)  
George Nilson, Esq. [George.Nilson@baltimorecity.gov](mailto:George.Nilson@baltimorecity.gov)



**A. INSTRUCTIONS TO BIDDERS****DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS****00 21 13.01 PURCHASE OF CONTRACT DOCUMENTS**

SUPPLEMENT with the following:

The Standard Specifications, at a charge of **\$30.00** per copy, and the Book of Standards, at a charge of **\$60.00** per copy, may be obtained at

The Abel Wolman Municipal Building  
1<sup>st</sup> Floor Service Counter  
200 N. Holliday Street  
Baltimore, Maryland 21202

**00 21 13.02 LOCATION OF WORK**

SUPPLEMENT with the following:

Work under this Contract will be restricted to the locations furnished and the quantities listed herein. There shall be no deviation for this list, either by additions, subtractions or alterations the Contractor or his representative without permission of the Engineer.

**00 21 13.05A EQUAL OPPORTUNITY COMPLIANCE**

A. The Contractor shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefit on the grounds of race, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Contractor shall comply in all respects with Article 4, of the Baltimore City Code and shall post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause and Article 4.

B. EXECUTIVE ORDER 11375 - AMENDING EXECUTIVE ORDER 11246,  
RELATING TO EQUAL EMPLOYMENT OPPORTUNITY

(1.) Section 101 of Part 1, concerning non-discrimination in Government employment, is revised to read as follows:

"Section 101 - It is the policy of the City of Baltimore to provide Equal Opportunity in employment for qualified persons, to prohibit discrimination in employment because of race, color, religion, sex, or national origin, and to promote the full realization of Equal Employment Opportunity through a positive, continuing program in each executive department and agency. The policy of Equal Opportunity applies to every aspect of employment policy and practices."

(2.) Section 104 of Part 1 is revised to read as follows:



**Keifer, Jill**

---

**From:** Wilson, Andrew [Andrew.Wilson@baltimorecity.gov]  
**Sent:** Wednesday, August 21, 2013 1:26 PM  
**To:** Bruce Bergeron (Bruce@machadoconstruction.com); Karsan Limbasiya (Karsan@mluisconstruction.com); Chris Gaines (Chris@mluisconstruction.com); Keifer, Jill; glenn@pottscallahan.com; 'vrossi@americanasphalt paving.com'  
(vrossi@americanasphalt paving.com)  
**Cc:** Griffin, Laetitia; Smith, Evan D.; Devkota, Bimal; Khadka, Uttam; Livingston, Kevin; Gabriel, Kirk  
**Subject:** TR14006 Addendum #1  
**Attachments:** TR14006 Addendum #1.pdf  
**Importance:** High

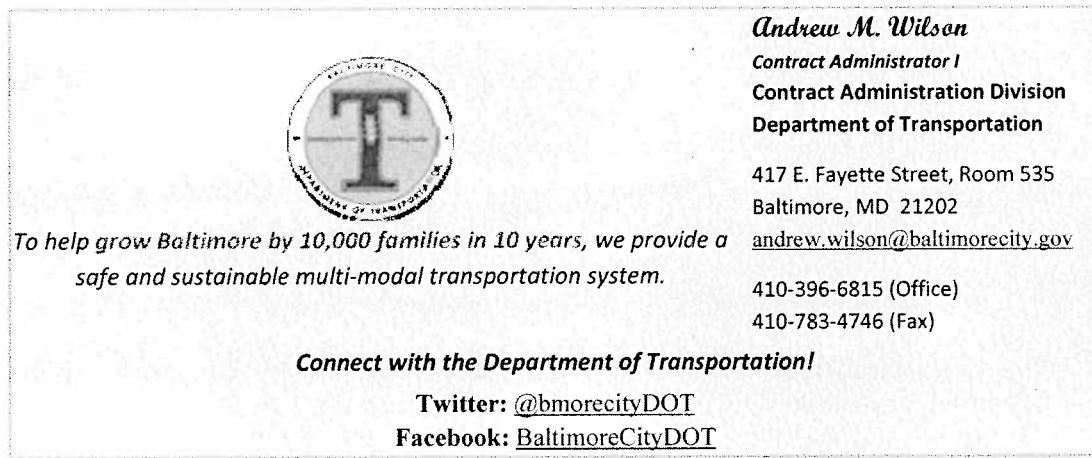
**Bidders:**

Attached is Addendum no. 1 for TR14006 Resurfacing Highways at Various Locations – Sector II.

Please acknowledge receipt of this addendum by e-mail for our records. A hard copy will not follow. Thanks in advance for your cooperation.

**NOTE: THE ATTACHED ADDENDUM MUST BE ATTACHED AND/OR INCLUDED WITH TO YOUR ORIGINAL BID BOOK WHEN SUBMITTING YOUR BID TO THE COMPTROLLER'S OFFICE. YOU MUST ALSO ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE.**

Respectfully,



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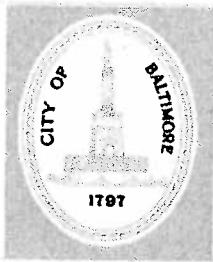
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**EXHIBIT**

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CITY OF BALTIMORE  
STEPHEN KAWAI ING-SHUAKI Mayor



DEPARTMENT OF TRANSPORTATION  
WILLIAM M. BURKE  
Director  
437 E. Fayette Street, 5th Floor  
Baltimore, Maryland 21202

**CITY OF BALTIMORE  
DEPARTMENT OF TRANSPORTATION**

**ADDENDUM NO. 1**

**DATE: AUGUST 19, 2013**

**FOR  
DRAWINGS, SPECIFICATIONS, PROPOSAL, CONTRACT AND BOND**

**for**

**CONTRACT NUMBER: BALTIMORE CITY NO.: TR14006**

**RESURFACING HIGHWAYS AT VARIOUS LOCATIONS – SECTOR II.**

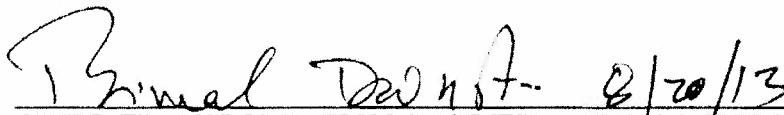
**FOR THE MAYOR AND CITY COUNCIL OF BALTIMORE**

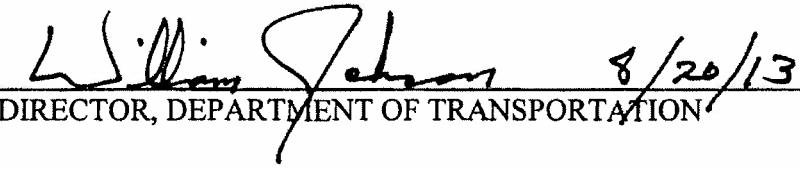
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**TO THE BIDDERS: PLEASE ATTACH TO YOUR CONTRACT DOCUMENTS. THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS ON WHICH THE CONTRACT WILL BE BASED, AND IS ISSUED TO MODIFY, EXPLAIN AND/OR CORRECT THE ORIGINAL DRAWINGS AND SPECIFICATIONS.**

---

**APPROVED:**

  
\_\_\_\_\_  
**Brian Dwyer 8/20/13**  
CHIEF, TRANSPORTATION ENGINEERING & CONSTRUCTION DIVISION

  
\_\_\_\_\_  
**William M. Burke 8/20/13**  
DIRECTOR, DEPARTMENT OF TRANSPORTATION

As part of Addendum No. 1, remove and replace the pages and on the Bid Book as follows:

- Page 2                    **Remove and Replace with 2R**  
**Delete the word "Acting Director" read "Director" and switch the paragraph at the bottom.**
- Page 4A                  **Add the page after page 4 with 4A**  
**Add "Location of Work" street name as per the added page.**
- Page 34                  **Remove and Replace with 34R**  
**On 01 33 21 subtitle read with the correct address "Charles L Benton Building, 417 E Fayette Street, Room 746.**
- Page 238                **Remove and Replace with 238R**  
**Delete the word "Acting Director" read "Director" and switch the paragraph at the bottom.**
- Page 241                **Remove and Replace with 241R**  
**Delete the word "Acting Director" read "Director" and switch the paragraph at the bottom.**
- Page 244                **Remove and Replace with 244R**  
**Delete the word "Acting Director" read "Director" and switch the paragraph at the bottom.**

The Cost Classification Range for this project will be from \$2,000,000.00 to \$3,000,000.00.

A "Pre-Bidding Information" session will be conducted C.L. BENTON BUILDING, 417 EAST FAYETTE STREET, ROOM 724 at 10:00 A.M. on AUGUST 16, 2013.

**NOTE: THIS CONTRACT IS SUBJECT TO A PERFORMANCE EVALUATION BY THE DEPARTMENT OF TRANSPORTATION.**

Principle Items of work for this project are:

<b>Removal of HMA 0-3"</b>	<b>35,000 SY</b>
<b>Hot Mix Asphalt Superpave – Surface Various Types</b>	<b>5,000 TONS</b>

Pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition)-Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.

The MBE goal is 22%      The WBE goal is 8%

Attention of the Bidders is called to the requirements of the Minority and Women's Business Enterprise Program, the Baltimore Apprenticeship Trainee Program, and the First Source Hiring Program.

**Attention of the Bidders is called to the requirements outlined in the Baltimore City Code, Article 5, § 29-15 Mandatory nondiscrimination contract clause, 29-16 Contractor bid requirement and 29-17 Contract disclosure requirement.**

Bidders are advised that price proposals are due on the date set forth above. Bidders should pay particular attention to the instructions contained in the bid documents as well as the use of the appropriate bid envelope for each submission.

APPROVAL OF CONTRACT DOCUMENTS  
FOR  
DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. TR-14006

**RESURFACING HIGHWAYS AT VARIOUS LOCATIONS, SECTOR - II**

APPROVED:

APPROVED:

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Clerk, Board of Estimates

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Chief, Transportation Engineering and Construction Division

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Chief Solicitor

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Director, Department of Transportation

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Chief, Minority and Women's Business Opportunity Office

## FY14 J.O.C. PROJECTS



QAD	Street Names	From	Block	To	Block	Length	Lane Miles	Syds	PM
<b>TR-14006, Resurfacing Highways at Various Locations, FY14 NW Sector - II.</b>									
NW	Belvedere Ave	Pimlico Rd							
NW	Keyworth Ave	Park Heights Ave							
NW	Towanda Ave	Violet Ave							
NW	Menlo Dr	Park Heights Ave							
NW	Violet Ave	Reisterstown Rd							
NW	Virginia Ave	Reisterstown Rd							
NW	Callaway Ave	Liberty Heights Ave							
NW	Clifton Rd	Monticello Rd							
								Total	

**01 29 77 PAYMENTS MAY BE WITHHELD**

Supplement with the following:

The assigned Project Engineer or his designated representative, will inspect the Maintenance of Traffic on a routine basis. Any deficiencies that are noted will be brought to the Prime Contractor's attention for correction.

If any of the deficiencies are not corrected within twelve (12) hours from the documented notice being given to the Contractor, an appropriate deduction will be made from the Contractor's next Progress Estimate. The deduction will be equal to the daily pro rata share of the lump sum price bid for Maintenance of Traffic, which is determined by the lump sum price bid for Maintenance of Traffic divided by the number of days in the contract, or \$ 800.00 per day, whichever is more, for each day or portion thereof that the deficiencies exist and will continue until the deficiencies are satisfactorily corrected and accepted by the Project Engineer. The amount of money deducted will be a permanent deduction from the Contract and will not be recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

**01 33 21 CONTRACT DOCUMENTS, WORKING DRAWINGS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

Supplement with the following:

- V. All submittals and questions in construction stage shall be addressed to:  
City of Baltimore  
Construction Management Division  
Department of Transportation  
Attn. Mr. Kirk Gabriel  
Charles L Benton Building  
417 East Fayette, Room 746  
Baltimore Maryland 21202  
(410) 396-6835

Questions will be answered in written form.

**01 55 26 MAINTENANCE OF TRAFFIC**

**PARAGRAPH R**

Supplement with the following:

4. Prior to beginning work, the contractor shall contact the PABC on (443) 573-2800 and the Department of Transportation Meter Shop on (410) 396-7576 to verify the locations of existing and proposed parking meters. Contact the PABC and Meter Shop 72 hours in advance for parking meter heads to be removed. **The Meter Shop shall remove parking meter heads:** It is the responsibility of the Contractor to remove and dispose the existing post. The contractor should notify the PABC 72 hours in advance when they are ready to reinstall the meter post and meters. PABC will arrange with the Meter Shop to have new post delivered to the contractor.

In WITNESS WHEREOF, Said \_\_\_\_\_  
has caused this Agreement to be signed in its name by its President/Vice President and its  
Corporate Seal to be hereunto and duly attached and the City has caused these presents to be  
signed by the Mayor of Baltimore City and the Corporate Seal of the City to be hereunto  
affixed, duly attested by the Custodian of the City Seal.

ATTEST:

---

SIGNATURE

---

SIGNATURE

(SEAL)

---

Print Name and Title

ATTEST:

Mayor and City Council of Baltimore

---

Custodian of the City Seal

By:

---

STEPHANIE RAWLINGS-BLAKE, MAYOR

APPROVAL OF AGREEMENT  
FOR  
DEPARTMENT OF TRANSPORTATION

**CONTRACT NO. TR-14006**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED:

---

Chief Solicitor

---

Chief, Transportation Engineering  
And Construction Division

---

Director, Department of Transportation

PERFORMANCE BOND

APPROVED:

---

Mayor of Baltimore City

APPROVED:

---

Chief, Transportation Engineering and  
Construction Division

---

Comptroller

---

Director, Department of Transportation

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED BY BOARD OF ESTIMATES:

---

Chief Solicitor

---

Clerk

---

Date

PAYMENT BOND

APPROVED:

---

Mayor of Baltimore City

APPROVED:

---

Chief, Transportation Engineering and  
Construction Division

---

Comptroller

---

Director, Department of Transportation

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED BY BOARD OF ESTIMATES:

---

Chief Solicitor

---

Clerk

## Keifer, Jill

---

**From:** Wilson, Andrew [Andrew.Wilson@baltimorecity.gov]  
**Sent:** Wednesday, August 21, 2013 1:26 PM  
**To:** Bruce Bergeron (Bruce@machadoconstruction.com); Karsan Limbasiya (Karsan@muisconstruction.com); Chris Gaines (Chris@muisconstruction.com); Keifer, Jill; glenn@pottscallahan.com; 'vrossi@americanasphalt paving.com'  
(vrossi@americanasphalt paving.com)  
**Cc:** Griffin, Laetitia; Smith, Evan D.; Devkota, Bimal; Khadka, Uttam; Livingston, Kevin; Gabriel, Kirk  
**Subject:** TR14006 Addendum #1  
**Attachments:** TR14006 Addendum #1.pdf  
  
**Importance:** High

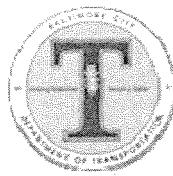
**Bidders:**

Attached is Addendum no. 1 for TR14006 Resurfacing Highways at Various Locations – Sector II.

Please acknowledge receipt of this addendum by e-mail for our records. A hard copy will not follow. Thanks in advance for your cooperation.

**NOTE: THE ATTACHED ADDENDUM MUST BE ATTACHED AND/OR INCLUDED WITH TO YOUR ORIGINAL BID BOOK WHEN SUBMITTING YOUR BID TO THE COMPTROLLER'S OFFICE. YOU MUST ALSO ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE.**

Respectfully,



To help grow Baltimore by 10,000 families in 10 years, we provide a safe and sustainable multi-modal transportation system.

*Andrew M. Wilson*  
Contract Administrator I  
Contract Administration Division  
Department of Transportation  
  
417 E. Fayette Street, Room 535  
Baltimore, MD 21202  
[andrew.wilson@baltimorecity.gov](mailto:andrew.wilson@baltimorecity.gov)  
410-396-6815 (Office)  
410-783-4746 (Fax)

**Connect with the Department of Transportation!**

Twitter: [@bmorecityDOT](#)  
Facebook: [BaltimoreCityDOT](#)

"With great power comes great responsibility!" – "Uncle Ben" Parker (Spider-Man) :-D

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

**ORIGINAL (NOT TO BE DETACHED)**  
**NOTICE TO BIDDERS**  
 THE COMPLETE (ORIGINAL)  
 CONTRACT BOOK AND  
 DUPLICATE OF BID OR  
 PROPOSAL MUST BE  
 INCLUDED IN THE BID ENVELOPE

**CITY OF BALTIMORE**  
**CONTRACT NUMBER TR-14006**  
**RESURFACING HIGHWAYS AT**  
**VARIOUS LOCATIONS SECTOR II**

**III. BID OR PROPOSAL**

Bids Due AUGUST 28, 2013

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

Days of Completion 365 Consecutive Calendar Days

Liquidated Damages 1,000.00 per Calendar day

Made this \_\_\_\_\_ day of 20\_\_\_\_\_

By \_\_\_\_\_  
 \_\_\_\_\_ (Name)

\_\_\_\_\_  
 \_\_\_\_\_ (Address)

The Bidder shall sign below to signify the following:

I/We have received Addendum Nos. \_\_\_\_\_ for this Contract.

To The Board of Estimates of Baltimore City:

Gentlemen:

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

Signature and Title

Date

**EXHIBIT**

tabbies®

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NOTICE TO BIDDERS

SUPPLEMENTAL BIDDING INSTRUCTION

The following instruction supplements the bidding instruction found elsewhere in the Bid Book  
And those referenced therein.

**EACH BIDDER IS HEREBY NOTIFIED THAT HE/SHE/IT MUST COMPLETELY FILL IN THE ORIGINAL  
BID AND THE REQUIRED BID/PROPOSAL AFFIDAVIT AND DOCUMENTS LOCATED IN THE BID  
BOOK. THE ORIGINAL BID, (WHICH MUST REMAIN ATTACHED TO THE BID BOOK) PLUS THE FULLY COMPLETED DUPLICATE  
BID MUST BE SUBMITTED IN THE BID ENVELOPE, IF ONE IS PROVIDED FOR THAT PURPOSE.**

**FAILURE TO FOLLOW THESE SIMPLE DIRECTIONS WILL CAUSE YOUR BID TO BE DECLARED  
UNRESPONSIVE AND THE BID WILL BE REJECTED BY THE BOARD OF ESTIMATES.**

MINORITY AND WOMEN'S BUSINESS PROGRAM

- ❖ INCLUDED IN THIS CONTRACT IS A MINORITY AND WOMEN'S BUSINESS PROGRAM PACKAGE.
- ❖ MINORITY AND WOMEN'S BUSINESS PROGRAM PACKAGE FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL.
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED WILL BE CAUSE TO HAVE YOUR BID REJECTED.

**BALTIMORE APPRENTICESHIP TRAINEE PROGRAM (BATP)**

- ❖ INCLUDED IN THIS CONTRACT IS A BALTIMORE APPRENTICESHIP TRAINEE PROGRAM PACKAGE (BATP DOCUMENTS).
- ❖ BATP FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL.
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED WILL BE CAUSE TO HAVE YOUR BID REJECTED.
- ❖ COMPLETED BATP FORMS ARE ONLY REQUIRED FOR BIDS OF \$1,000,000.00 OR MORE.
- ❖ NOTE: ORIGINAL BATP FORMS ARE INCLUDED IN THE ACCOMPANYING MANILA BID ENVELOPE IF THE ENGINEER'S ESTIMATE FOR A PROJECT IS \$750,000.00 OR MORE

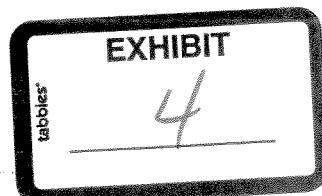
EMPLOY BALTIMORE AND  
BALTIMORE CITY'S YOUTHWORKS PROGRAM

- ❖ ALSO INCLUDED IN THIS CONTRACT ARE A EMPLOY BALTIMORE PACKET AND A BALTIMORE CITY'S YOUTHWORKS PROGRAM FORM.
- ❖ THE ACCOMPANYING MANILA BID ENVELOPE CONTAINS EMPLOY BALTIMORE PACKET AND BALTIMORE CITY'S YOUTHWORKS PROGRAM FORM ORIGINAL DOCUMENTS WHICH MUST BE COMPLETED FOR ALL CONTRACTS.
- ❖ ALL FORMS IN THE EMPLOY BALTIMORE PACKET AND THE SINGLE PAGE BALTIMORE CITY'S YOUTHWORKS FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL.

NOTE:

**BID/PROPOSAL AFFIDAVIT:** If Awarded the contract resulting from this Bid/Proposal, the business shall remain in full compliance with all requirements of this §8 (Certification of Corporation Registration and Tax Payment) during the term, and any extensions thereof, of the said contract.

12/2011



## MINUTES

President: "The first item on the non-routine agenda can be found on Page 46, Item 1 and 2 Project TR 14006, Resurfacing Highways at Various Locations - Sector, II. Will the parties please come forward? Good morning."

Ms. Bambi Stevens, Law Department: "Good Morning, Bambi Stevens on behalf of the Law Department."

Robert Fulton Dashiell, Esq. "Robert Ful-- Robert Fulton Dashiell on behalf of M. Luis, along with the president of the company, Cidalia Luis-Akbar."

President: "Okay, who wants to go first?"

Frank Murphy, Deputy Operations Director, Department of Transportation: "Frank Murphy on behalf of DOT."

Mr. Dashiell: "Alright, I'll go first. Uh, good morning. Again, Robert Fulton Dashiell speaking. I represent M. Luis and uh, this is not something I normally do, so if you'll bear with me just a second, I'll try to uh, get to this. First of all, to Mr. Nilson, I did attempt to register online. I couldn't pull up the form, I'll take care of it immediately -- after the meeting, uh."

City Solicitor: "Thank you."

## BOARD OF ESTIMATES

11/20/2013

## MINUTES

Mr. Dashiell: "As a result of the work of my sub-committee on the Mayor's Minority Business Committee, we discovered that the uh, that uh, the people who appeared before the Board other than attorneys, weren't registering as lobbyists as they should, when they're representing someone other than themselves. So, we suggested that it be enforced. We then found out that there wasn't an exception for attorneys either, so that every time I or another attorney appears before the Board under the current law, we need to register as a lobbyist and you get to hit me for another 20 bucks."

President: "A hundred."

Audience member: "A hundred, one hundred!"

Mr. Dashiell: "Huh? Well, whatever it is, we gotta pay it, so I, I urge whoever's in charge to change that before I go broke, okay, and uh - lobbyist and registration fees. Uh -- you know, when you hear the sound of uh, of uh, jackhammers and you smell the odor of hot asphalt, you don't normally think of, of a company that's owned by women, and when you look at Cidalia Luis and you see an intelligent, uh, attractive woman, you don't think of her as owning such a company, but the fact of the

**MINUTES**

matter is that when her and her sister Natalia took over M. Luis Construction Company 15 years ago, or during the 15 years since they've taken over the company, the company has performed successfully on over 50 contracts for the City of Baltimore. They, they've resurfaced thousands of miles of streets; they, they've reconstructed hundreds of square feet of uh, of uh -- sidewalks and they've done a great job, I think. However, uh, uh, they're facing a relationship issue now that we're trying to work through, and hopefully that will be successful. With respect to the uh, TR14006, part of fixing a relationship in my opinion, and my client agrees, is accepting responsibility, uh for what, for what has occurred and without regard to whether the addendum in question in this case, was or was not material, and I don't really think it was, uh, but because we cannot demonstrate beyond plausibility that it was uh, it was immaterial, uh, I have recommended to my client, and my client has agreed to withdraw the protest rather than, rather than risk uh, uh, creating bad law by having you vote in my favor. Uh, and also as a demonstration of my client's willingness to accept responsibility for the fact that it did receive the addendum and

## MINUTES

it had it for a considerable period of time and could have avoided this whole scenario by just signing the thing. So, we're going to withdraw and hopefully we can count on the Board and the members of the Board in your individual capacities to help us rebuild the relationship that's existed productively and positively over the last 15 years. Thank you."

President: "I will entertain a Motion."

City Solicitor: "Uh, I MOVE that we accept the withdrawal of the protest and uh, endorse the recommendation of the agency to award as requested."

President: "Is there a Second? All those in favor, say AYE. All those opposed, NAY."

Comptroller: "Second."

Mr. Dashiell: "I'm sorry it took so long."

President: "The Motion carries."

Deputy Comptroller: "You Abstained on that."

Comptroller: "Should somebody go back and second it?"

Deputy Comptroller: "Yes, for the record."

Mr. Foxx: "I did."

President: "Um-- um--."

BOARD OF ESTIMATES

11/20/2013

## MINUTES

Mr. Foxx: "I second it too."

Comptroller: "He seconded."

President: "Um, we're going to back and do it. Um-- It was Motion by Mr. Nilson. Second by Mr. Foxx, all those in favor say AYE."

President: "All those opposed, NAY. The Motion carries. The Comptroller Abstained."

\* \* \* \* \*

City Solicitor: "Um, Mr. President, I, I think technically we also had a protest on Page 46, numbers 1 and 2, that was a protest that was withdrawn by the bidder. I think that the Maryland Minority Contractors Association also filed a protest on that, and we didn't dispose of it at the same time that the bidder withdrew the protest."

President: "On Page 46, Item 1 and 2?"

City Solicitor: "So, I would suggest calling the protest of the Maryland Contractors Association issue and disposing of it."

President: "Do you want to make a Motion?"

BOARD OF ESTIMATES

11/20/2013

**MINUTES**

City Solicitor: "Yes, MOVE that we deny the protest filed by the Maryland Minority Contractors Association on Page 46, Items 1 and 2 on the basis that the representative of the Association is not present."

Director of Public Works: "Second."

President: "All those in favor say aye. AYE."

President: "All opposed, nay. The Motion carries."

\* \* \* \* \*

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation

3. TR 14007, Resurfacing      P. Flanigan & Sons,      \$2,499,261.98  
 Highways at Various      Inc.  
 Locations, Sector III

<b>MBE:</b> Priority Construction Corp.	\$490,000.00	19.60%
L & J Construction Services, Inc.	2,000.00	.08%
Powell's Trucking Co., Inc.	33,000.00	1.32%
	<b><u>\$525,000.00</u></b>	<b><u>21.00%</u></b>

<b>WBE:</b> River Transport, Inc.	\$110,000.00	4.40%
Fallsway Construction Co., Inc.	65,100.00	2.60%
	<b><u>\$175,100.00</u></b>	<b><u>7.00%</u></b>

**MWBOO FOUND VENDOR IN COMPLIANCE.**

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 342,119.02	9950-903550-9509	
State Constr.	Constr. Reserve	
	Neighborhood Street	
	Reconstruction	
1,875,000.00	9950-905215-9514	
State Constr.	Local Resurfacing -	
	SW	
663,032.26	" "	
GR (HUR)		
<b><u>\$2,880,151.28</u></b>		

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$2,449,261.98	-----	9950-903867-9514-6 Struc. & Improv.
255,926.20	-----	9950-903867-9514-5 Inspection
124,963.10	-----	9950-903867-9514-2 Contingencies
<u><b>\$2,880,151.28</b></u>		Resurfacing Highways ways at Various Locations SW III

This transfer will fund costs associated with award of the Project TR 14007, Resurfacing Highways at Various Locations, Sector III to P. Flanigan & Sons, Inc.

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

**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

November 19, 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 constituents.

We hereby submit protests on the following identified proposed City Department of Transportation's (DOT's) and Bureau of Purchases' contract awards as contained in Your Honorable Board's 11/20/2013 public meeting agenda, which include but are not limited to the following specific contract items.

(1) Proposed contract item No. 1, contained on page 46, "TR 14006, Resurfacing Highways." To bidder, Flanigan at bid price, \$1,959,886.65; our concern with this proposed contract award is that it violates the spirit and intent of the City's M-WBE Ordinance, even though the lowest responsive bidder in fact completely and successfully met and satisfied the contract established M-WBE goals.

#3  
(2) Item No. 1, contained on page 47, which is a proposed City Department of Transportation contract award to lowest responsive bidder, Flanigan at its lowest bid price of \$2,499,261.98. see City DOT contract No. TR14007, our concern with this proposed contract award is identical with our concern stated in item No. one (1) herein;

(3) Item No. 5, contained on page 48, which is a proposed \$983,950.00 contract award to the lowest bidder, Allied Contractors, Inc., for City DOT contract TR14016, "Structural Repairs." Our protests concern is essentially identical as with protest items No. 1 and 2 stated herein, but merely relates to the bidder's very similar and like discrimination against qualified Black or African American-owned WBE subcontractors in the process of meeting the contract established 8% WBE goal. Importantly, we don't believe that the prime bidder for this City contract, nor any other City contract, consistent with fundamental-equal protection mandated "strict scrutiny" principles can lawfully meet a City established M-WBE contract goal by totally excluding Black or African American-owned MBEs or WBEs from the contract. Plain and simple, the City clearly cannot constitutionally enforce and administer a race-ethnic-gender conscious M-WBE set-aside preference program, (which it clearly is doing herein) that excludes and discriminates against Black or African American-owned M-WBE subcontractors in meeting and satisfying the City contract established M-WBE goals.

(4) Item No. 9., contained on page 50, City RP 13811, "Baltimore Playground Project FY '13," which is a proposed \$443,000.00 contract award to low bidder, P. Flanigan & Sons. Importantly, bidder Flanigan wrongly and unlawfully met both the contract established 4% MBE goal, as well as the 1% WBE goal, completely without subcontracting with any Black or African American-owned M-WBE firms;

(5) Item No. 1, contained on page 70, which is a proposed award of Bureau of Purchases' contract solicitation No. B50003032, "Rollout Containers with RFID," to bidder, Toter, LLC., for a contract amount of \$577,827.50 although its total contact bid price was in fact \$1,859,579.00. The Bureau of Purchasing has wrongly and unlawfully stated herein that bidder Toter, LLC., "had the lowest price, "which was totally untrue, as both bidders IPL, LLC., and Refrig Pacific Company had substantially lower bid prices as compared to Toter, LLC.'s, bid.

Our MBE subcontractor members, clients and constituents listed by bidders IPL and Otto Environmental Systems, LLC., would be greatly harmed if Your Honorable Board approves the above referenced City contracts as recommended. Your Honorable Board's kind and favorable approval of these bid protests is greatly appreciated

Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet

Managing Director

BOARD OF ESTIMATES

11/20/2013

## MINUTES

President: "The second item on the non-routine agenda can be found on Page 47, Recommendation for Contract Awards/Rejections, Items 3 and 4, TR14007 Resurfacing Highways at Various Locations, Sector III. Will the parties please come forward? I'll entertain a Motion."

City Solicitor: "Um, I would MOVE, Mr. President, that we deny the protest in the absence of the protestant and that we also encompass within that, the other protests filed by that same protestant on the same grounds."

President: "Is there a Second?"

Comptroller: "Why don't you call them separately."

President: "I'll call them separately."

Deputy Comptroller: "Call them separately."

President: "We'll do that. Um, I'll entertain a Motion -- you motion is there a second?"

City Solicitor: "Motion that we deny the protest on this item."

President: "Is there a Second?"

Mr. Black: "Second."

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

BOARD OF ESTIMATES

11/20/2013

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation

5. TR 14016, Structural Repairs on Bridges Citywide JOC      Allied Contractors, Inc.      \$ 983,950.00

<b>MBE:</b> Priority Construction Corporation	\$136,000.00	13.82%
JM Murphy Enterprises, Inc.	<u>130,000.00</u>	<u>13.21%</u>
	<b>\$266,000.00</b>	<b>27.03%</b>

<b>WBE:</b> S&L Trucking, LLC	\$ 34,000.00	3.46%
Sunrise Safety Services, Inc.	<u>45,000.00</u>	<u>4.57%</u>
	<b>\$ 79,000.00</b>	<b>8.03%</b>

MWBOO FOUND VENDOR IN COMPLIANCE.

6. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,000,000.00	9950-905754-9507	
State Constr.	Construction Reserve	
Rev.	Annual Urgent Needs	
\$ 131,542.50	Bridge Repair	
GF (HUR)	" " "	
<b>\$1,131,542.50</b>		
 \$ 983,950.00	-----	9950-903762-9506-6
		Structure & Improvements
98,395.00	-----	9950-903762-9506-5
		Inspection
49,197.50	-----	9950-903762-9506-2
<b>\$1,131,542.50</b>		Contingencies

The transfer will fund the cost associated with the award of Project TR 14016, Structural Repairs on Bridges Citywide JOC to Allied Contractors, Inc.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

**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

November 19, 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 constituents.

We hereby submit protests on the following identified proposed City Department of Transportation's (DOT's) and Bureau of Purchases' contract awards as contained in Your Honorable Board's 11/20/2013 public meeting agenda, which include but are not limited to the following specific contract items.

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(2) Item No. 1, contained on page 47, which is a proposed City Department of Transportation contract award to lowest responsive bidder, Flanigan at its lowest bid price of \$2,499,261.98. see City DOT contract No. TR14007, our concern with this proposed contract award is identical with our concern stated in item No. one (1) herein;

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(4) Item No. 9., contained on page 50, City RP 13811, "Baltimore Playground Project FY '13," which is a proposed \$443,000.00 contract award to low bidder, P. Flanigan & Sons. Importantly, bidder Flanigan wrongly and unlawfully met both the contract established 4% MBE goal, as well as the 1% WBE goal, completely without subcontracting with any Black or African American-owned M-WBE firms;

(5) Item No. 1, contained on page 70, which is a proposed award of Bureau of Purchases' contract solicitation No. B50003032, "Rollout Containers with RFID," to bidder, Toter, LLC., for a contract amount of \$577,827.50 although its total contact bid price was in fact \$1,859,579.00. The Bureau of Purchasing has wrongly and unlawfully stated herein that bidder Toter, LLC., "had the lowest price, "which was totally untrue, as both bidders IPL, LLC., and Refrig Pacific Company had substantially lower bid prices as compared to Toter, LLC.'s, bid.

Our MBE subcontractor members, clients and constituents listed by bidders IPL and Otto Environmental Systems, LLC., would be greatly harmed if Your Honorable Board approves the above referenced City contracts as recommended. Your Honorable Board's kind and favorable approval of these bid protests is greatly appreciated

Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet

Managing Director

**MINUTES**

President: "The third item on the non-routine agenda can be found on page 48 and 49, Recommendation for Contract Awards/Rejections, Item 5 and 6, TR 14016, Structural Repairs on Bridges, Citywide JOC. Will the parties, please come forward? I'll entertain a Motion."

City Solicitor: "Move to deny the protest based on absence of the protestant and approve the recommendation of the agency.

Mr. Foxx: "Second."

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

\* \* \* \* \*

BOARD OF ESTIMATES

11/20/2013

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation

7. GS 13805, Canton Library No. 4 Renovations	J A Argetakis Contracting Co., Inc.	\$1,649,000.00
---	---	----------------

<b>MBE:</b> Spears Mechanical Contractors, Inc.	\$313,310.00	19%
Floorworks & Plus, Inc.	131,920.00	8%
	<b>\$445,230.00</b>	<b>27%</b>

<b>WBE:</b> Electric Masters Service, Inc.	<b>\$362,780.00</b>	<b>22%</b>
--	---------------------	------------

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**A PROTEST WAS RECEIVED FROM J.A.K. CONSTRUCTION CO., INC.**

**THE PROTEST WAS WITHDRAWN.**

Bureau of Purchases

8. B50003158, Lease for High Speed Monochrome & Color Wide Format Scanner/Copier/Printers	Canon Solutions, America, Inc.	\$330,000.00
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(Dept. of Public Works)

**MWBOO GRANTED A WAIVER.**

# J.A.K. CONSTRUCTION COMPANY, INC.

500 S. BOND STREET

BALTIMORE, MARYLAND 21231

FAX (410) 563-0296

(410) 563-4888

REMODELING AND ALTERATIONS  
INDUSTRIAL COMMERCIAL, RESIDENTIAL

November 19, 2013

Honorable President and Members of the Board of Estimates  
Clerk, to the Board of Estimates  
Room 204, City Hall  
100 N. Holliday Street  
Baltimore, MD 21202

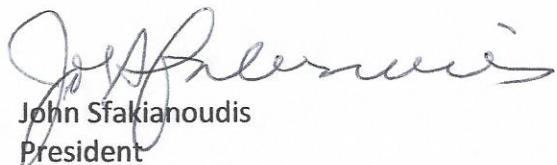
Reference: GS-13805- Canton Library # 4 Renovations - Letter of Protest

Dear Clerk, to the Board of Estimates,

On September 12, 2013, J.A.K. Construction Co., Inc sent a letter of proposal regarding the above referenced project.

As of today, J.A.K. Construction Co., Inc withdraws our letter of protest. We apologize if this has caused the Honorable President and Members of the Board of Estimates any inconvenience.

Sincerely,  
J.A.K. CONSTRUCTION CO., Inc.



John Sfakianoudis  
President

CC: Baltimore City Minority and Women's Business Opportunity Office (MWBOO)  
Mr. Dennis Chojnowski, Project Manager  
Ms. Cindy Pattison, Contract Administrator  
Legal File

**J.A.K.  
CONSTRUCTION COMPANY, INC.**

500 S. BOND STREET

BALTIMORE, MARYLAND 21231

FAX (410) 563-0296

(410) 563-4888

*REMODELING AND ALTERATIONS  
INDUSTRIAL COMMERCIAL, RESIDENTIAL*

September 12, 2013

Honorable President and Members of the Board of Estimates  
Clerk, to the Board of Estimates  
Room 204, City Hall  
100 N. Holliday Street  
Baltimore, MD 21202

Reference: **GS-13805- Canton Library # 4 Renovations - Letter of Protest**

Dear Clerk, to the Board of Estimates,

Sealed bids were received, in duplicate to the Board of Estimates of the Mayor and City Council of Baltimore, marked for GS-13805- Canton Library # 4 Renovations on Wednesday, September 11, 2013 at the Office of the Comptroller, Room 204, City Hall at 11:00 A.M. There were (5) bidders who were opened in the following order:

- |                        |                 |
|------------------------|-----------------|
| 1. J.A. Argetakis      | \$ 1,649,000.00 |
| 2. Roy Kirby & Sons    | \$ 1,920,000.00 |
| 3. Trionfo             | \$ 1,821,000.00 |
| 4. J.A.K. Construction | \$ 1,898,000.00 |
| 5. E. Pikounis         | \$ 1,694,600.00 |

**Under section 00005-1, Notice of Bidders, Supplemental Bidding Instructions it states "each bidder is hereby notified that he/she/it must completely fill in the original bid and the required bid/proposal affidavit and documents located in the bid book. The original bid (which must remain attached to the bid book) plus the fully completed duplicate bid must be submitted in the bid envelope, if one is provided for that purpose. Failure to follow these simple directions will cause your bid to be declared unresponsive and the bid will be rejected by the Board of Estimates."**

On Thursday, September 12, 2013 a representative from J.A.K. Construction Company went to the Office of the Comptroller Room 204 and reviewed all the bids. The following facts were found in our bid review.

September 12, 2013

Honorable President and Members of the Board of Estimates  
Clerk, to the Board of Estimates  
City Hall  
Page 2

**J.A. Argetakis Construction**

On the duplicate bid form, J.A. Argetakis did not fill out page 00300-18, Part C: MBE/WBE Participation Affidavit. The form requires to insert the total dollar contract amount. J.A. Argetakis inserted their total MBE/WBE participation dollar amount of \$808,010.00 in lieu of their total dollar contract amount of \$1,649,000.00.

Also, a signed Part B, MBE/WBE and Prime Contractor's Statement of Intent between J.A. Argetakis and Horton Mechanical Contractors was incomplete. No description of work or services, no material/supplies to be furnished, no subcontract amount inserted, no subcontract percentage of total contract was inserted.

**Under page 00005-1, Minority and Women's Business Program it states, "included in this contract is a minority and women's business program package. Minority and women's business program package forms must be completed and submitted with your bid proposal. Failure to submit the information at the time requested will be cause to have your bid rejected."**

In addition, J.A. Argetakis did not have a duplicate bid bond attached to their duplicate bid forms.

**Under section 00005-1, Notice of Bidders, Supplemental Bidding Instructions it states "each bidder is hereby notified that he/she/it must completely fill in the original bid and the required bid/proposal affidavit and documents located in the bid book. The original bid (which must remain attached to the bid book) plus the fully completed duplicate bid must be submitted in the bid envelope, if one is provided for that purpose. Failure to follow these simple directions will cause your bid to be declared unresponsive and the bid will be rejected by the Board of Estimates."**

September 11, 2013

Honorable President and Members of the Board of Estimates  
Clerk, to the Board of Estimates  
City Hall  
Page 3

**E. Pikounis Construction**

On their duplicate bid form, E. Pikounis did not fill out completely page 00300-18, Part C: MBE/WBE Participation Affidavit. This form was not completely filled in and the MBE and WBE dollar amounts were left blank.

**Under page 00005-1, Minority and Women's Business Program it states, "included in this contract is a minority and women's business program package. Minority and women's business program package forms must be completed and submitted with your bid proposal. Failure to submit the information at the time requested will cause to have your bid rejected."**

In addition, E. Pikounis to achieve part of their MBE participation goal used Couser Supply as one of their subcontractor. Couser Supply is certified in the MWBOO directory as a supplier of building materials, trash and debris removal including dumpster. Couser Supply is not certified to manufacturer their own supplies or materials.

Therefore, the dollar amount of \$113,000.00 or 6.6% is incorrect. The dollar amount acceptable is 25% of the \$113,000.00 which is \$28,250.00 making E. Pikounis shy of their 27% MBE goal as required.

**On page 00300-16 item 6e. Suppliers states, " Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied.**

**Non-Manufacturers- Only 25% of each contract goal may be attained by expenditures to MBE's and WBE's that are non-manufacturing suppliers.**

**Trionfo**

On their duplicate bid form, Trionfo did not fill out or sign page 00300-37 – Employment Report. All the other participating bidders for this project had this page filled out and signed.

September 11, 2013

Honorable President and Members of the Board of Estimates  
Clerk, to the Board of Estimates  
City Hall  
Page 4

**Irregular Bids**

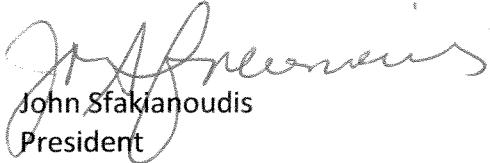
Irregular bids may be rejected if they show any omissions; alterations of form, character, quality and or quality not called for; conditional or alternate Bids not called for; or irregularities of any kind. The City reserves the right to reject any nonconforming, non-responsive, unbalanced, or conditional proposal unless expressly required or authorized in the Bid documents.

**Unresponsive and unbalanced bids**

To better ensure fair competition and to permit a determination of the lowest Bid, unresponsive Bids or unbalanced and /or conditional Bids, may be rejected by the Board of Estimates at its sole discretion.

After the above review, J.A.K Construction Co., Inc believes we are the lowest, qualified, responsive and responsible bidder for this project.

Sincerely,  
J.A.K. CONSTRUCTION CO., INC.

  
John Sfakianoudis  
President

CC: Baltimore City Minority and Women's Business Opportunity Office (MWBOO)  
Mr. Dennis Chojnowski, Project Manager  
Ms. Cindy Pattison, Contract Administrator  
Legal File

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Public Works/Department of Recreation and Parks

9. RP 13811, Baltimore Playground Project FY'13      P. Flanigan & Sons, Inc.      \$443,000.00

**MBE:** Priority Construction Corp.      \$17,720.00      4.00%

**WBE:** River Transport, Inc.      \$ 4,430.00      1.00%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

Department of Recreation and Parks10. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNTS:</u>
\$ 395,000.00 Rec. & Parks 23 <sup>rd</sup> Series	9938-901011-9475 Baltimore Playlot Program - Reserve	9938-918011-9474 Baltimore Playlot Program - Active
50,000.00 Rec. & Parks 26 <sup>th</sup> Series	9938-933033-9475 Islamic Way Renovation -Reserve	9938-937003-9474 Islamic Way Renovation - Active
<b>\$ 445,000.00</b>		

This transfer will provide funds to cover the costs associated with the award of Baltimore Playground Project FY13, Contract RP 13811 to P. Flanigan & Sons, Inc.

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

**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

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November 19, 2013

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Honorable Bernard "Jack" Young  
President, Baltimore City Board of Estimates  
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**ATTN: Ms. Bernice Taylor, Esquire, Clerk to the Board**

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(3) Item No. 5, contained on page 48, which is a proposed \$983,950.00 contract award to the lowest bidder, Allied Contractors, Inc., for City DOT contract TR14016, "Structural Repairs." Our protests concern is essentially identical as with protest items No. 1 and 2 stated herein, but merely relates to the bidder's very similar and like discrimination against qualified Black or African American-owned WBE subcontractors in the process of meeting the contract established 8% WBE goal. Importantly, we don't believe that the prime bidder for this City contract, nor any other City contract, consistent with fundamental-equal protection mandated "strict scrutiny" principles can lawfully meet a City established M-WBE contract goal by totally excluding Black or African American-owned MBEs or WBEs from the contract. Plain and simple, the City clearly cannot constitutionally enforce and administer a race-ethnic-gender conscious M-WBE set-aside preference program, (which it clearly is doing herein) that excludes and discriminates against Black or African American-owned M-WBE subcontractors in meeting and satisfying the City contract established M-WBE goals.

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Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet

Managing Director

## MINUTES

President: "The fourth item on the non-routine agenda can be found on Page 50, Recommendation for Contract Awards/Rejections, Items 9 and 10. Will the parties please come forward?

President: "Can you uh, state your name?"

Mr. Purcell: "Yes."

President: "Can you come to the mic?"

Craig Purcell: "My name is Craig Purcell, Director of Urban Design with Brown Craig Turner Architects, and uh, Mr. Etherington who filed the protest is currently sitting in traffic, so and he called to - um -- let me know."

President: "Did we receive a -- um -- protest from this gentleman he's talking about?"

Deputy Comptroller: "Yes, we did, Mr. President."

Mr. Foxx: "Uh, we've -- Ashbourne

Mr. Nilson: "Page 51."

Deputy Comptroller: "Yes, we did."

Mr. Nilson: "Item 4."

President: "Page 50, this is item 9 and 10."

Mr. Foxx: "Okay.

President: "We are not even on page 51 yet. Page 50."

## MINUTES

Mr. Purcell: "Yeah -- I just want --"

Mr. Foxx: "I am at the right one."

Comptroller: "Is this the one?"

President: "This is Page 50."

Mr. Foxx: "What's the name of the protest?

Mr. Purcell: "Uh, Ashbourne Associates."

Deputy Comptroller: "That's page 51, item 4, Sir."

Mr. Purcell: "Oh, I'm sorry."

President: "I'll entertain a Motion."

City Solicitor: "MOVE to deny the protest in the absence of the party filing the protest and to approve the recommendation of the agency."

Mr. Foxx: "Second."

President: "All those in favor say AYE."

President: "All opposed, NAY. The Motion carries."

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
1. QIAGEN, INC.	\$22,970.00	Renewal
Solicitation No. 06000 - Quantiferon TB Gold Tubes Test Kits - Health Department - Req. No. P521960		
On November 20, 2012, the Board approved the initial award in the amount of \$4,970.00. The award contained two 1-year renewal options. On July 14, 2013, the Board approved an increase in the amount of \$17,950.00. This renewal in the amount of \$22,920.00 is for the period November 20, 2013 through November 19, 2014, with one 1-year renewal option remaining.		
2. FISHER SCIENTIFIC COMPANY, LLC	\$ 0.00	Renewal
Solicitation No. B50002677 - Mobile Unit Lab Supplies - Police Department - Req. No. R606304		
On December 5, 2012, the Board approved the initial award in the amount of \$40,000.00. The award contained two 1-year renewal options. This renewal in the amount of \$0.00 is for the period December 5, 2013 through December 4, 2014, with one 1-year renewal option remaining.		

3. AMERICAN DIVING SUPPLY, LLC	\$28,891.00	Selected Source
Solicitation No. 06000 - Contaminated Water Dive Equipment and Training - Police Department - Req. No. R647291		

The Police Department is participating in a training program with the Maryland Tactical Operations Group which includes other jurisdictions. The vendor is providing training to all jurisdictions.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

4. RCLCO FOUNDATION, INC.	\$46,000.00	High Score
Solicitation No. B50003163 - West Baltimore MARC Station Area Redevelopment Strategy - Department of Transportation - Req. No. R638888		

President: "The fifth item on the non-routine agenda can be found on Page 51, Informal Awards, Renewals, Increases to Contracts and Extensions, Item number 4. Will the parties please come forward?"

Timothy M. Krus: "Tim Krus, City Purchasing Agent. This is an informal award to RCLCO Foundation for \$46,000.00 dollars for West Baltimore MARC Station Area Redevelopment Strategy."

President: "Okay."

Mr. Purcell: "Yes, I'm here uh--"

President: "You gotta talk in the mic, sir."

Mr. Purcell: "Yes, I'm here uh--"

Comptroller: "State your name sir."

Craig Purcell: "Craig Purcell, Director of Urban Design with Brown Craig Turner Architects, and uh-- Mr. Etherington with Ashbourne Associates has filed the protest and he just wanted to

## MINUTES

let me know he's on his way. Um -- that he uh, intends to um-- you have all the paperwork and that uh, he doesn't think that uh, he'll continue to work in the West MARC areas of his company if this goes through."

President: "Okay."

Mr. Purcell: "Actually the uh-- he wanted me to convey, and he has a lot more detailed information that's written and submitted in the protest."

President: "I'll entertain a Motion."

City Solicitor: "What, to, to, to act on the protest now?"

President: "Yes."

City Solicitor: "Or to okay."

President: "I'm calling for the vote."

City Solicitor: "In the absence of the protestant here to argue the protest appreciates that especially of Mr. Etherington to work with the process and the successful bidder. I MOVE that we deny the protest and approve the recommendation of the agency."

Director of Public Works: "Second."

President: "All those in favor say AYE."

President: "All opposed, NAY. The Motion carries."

\* \* \* \* \*

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

5. VAISALA, INC.	\$ 48,250.00	Sole Source
Solicitation No. 08000 - Weather Station Repairs - Department of Transportation - Req. No. R646635		

The vendor is the sole provider of this product and associated maintenance.

6. IPT, LLC, d/b/a PAYLOCK	\$601,800.00	Sole Source/ Agreement
Solicitation No. 08000 - Parking Enforcement (Self Release Smart Boots) - Department of Transportation - Req. No. R642847		

The Board is requested to approve and authorize execution of an agreement with IPT, LLC, d/b/a Paylock. The period of the agreement is January 1, 2014 through December 31, 2016, with two 1-year renewal options.

IPT, LLC, d/b/a Paylock is the sole provider and patent holder of the Self-Release Smart Boot System currently in use by the Parking Control Section of the Department of Transportation.

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.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

7. SHAFER TROXELL & HOWE, INC. \$100,000.00 Sole Source  
 Solicitation No. 08000 - Yeoman Pump Parts - Department of Public Works, Bureau of Water and Wastewater - Req. No. R645896

An Intent to Waive Competition was advertised (B50003232) with no responses received. The vendor is the sole distributor of the manufacturer's OEM pumps and parts. The period of the award is November 20, 2013 through November 19, 2014 with three 1-year renewal options remaining.

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

8. LANDMARC-SLIGO LLC \$100,000.00 Sole Source  
 Solicitation No. 08000 Sligo Pump Parts - Department of Public Works, Bureau of Solid Waste - Req. No. R646761

An Intent to Waive Competition was advertised (B50003233) with no responses received. The vendor is the sole distributor of the manufacturer's OEM pumps and parts. The period of the award is November 20, 2013 through November 19, 2014, with three 1-year renewal options.

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.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

9. MOORE MEDICAL, LLC,	\$150,000.00	
BOUND TREE MEDICAL, LLC	200,000.00	
MIDWEST MEDICAL SUPPLY CO.,		
LLC	200,000.00	
	<u><b>\$550,000.00</b></u>	<u>Renewal</u>

Contract No. B50002139 - Emergency Medical Supplies - Fire Department - P.O. Nos. P518749, P518750, and P518751

On November 23, 2011, the Board approved the initial award in the amount of \$550,000.00. The award contained four 1-year renewal options. On September 19, 2012, the Board approved the first renewal in the amount of \$550,000.00. This renewal in the amount of \$550,000.00 is for the period November 23, 2013 through November 22, 2014, with two 1-year renewal options remaining.

**MWBOO GRANTED A WAIVER.**

10. a. COALITION TO END CHILDHOOD  
LEAD POISONING, INC.  
b. HAWKEYE CONSTRUCTION, LLC  
c. GOEL SERVICES, INC.

\$300,000.00	<u>Renewal</u>
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Contract No. B50002105 - Combined Services for Weatherization Assistance and Lead Abatement at Low Income Residences - Department of Housing and Community Development - P.O. Nos. P519266, P519267, and P519268

On December 7, 2011, the Board approved the initial award in the amount of \$1,500,000.00. The award contained two 1-year renewal options. On November 7, 2012, the Board approved the first renewal in the amount of \$0.00. This final renewal in the amount of \$300,000.00 is for the period December 15, 2013 through December 14, 2014.

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

BOARD OF ESTIMATES

11/20/2013

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Coalition to End Childhood Lead Poisoning, Inc.

Dollar Amount Performed: \$27,686.61

**MBE:** Reliable Heating & Cooling, LLC See note below**WBE:** Baltimore Window Factory, Inc. See note below

MBE/WBE goals are not applicable at this time.

**MWBOO FOUND VENDOR IN COMPLIANCE.**Hawkeye Construction, LLC

Dollar Amount Performed: \$638,228.42

**MBE:** First Potomac Environmental Corp. Inc. \$37,116.60 5.81%**WBE:** Baltimore Window Factory, Inc. \$ 7,236.48 1.13%**MWBOO FOUND VENDOR IN NON-COMPLIANCE.**

On November 4, 2013, MWBOO found Hawkeye Construction, LLC in non-compliance. Renewal is recommended on the condition that vendor will come into compliance within 60 days of Board approval, or be terminated for default.

Goel Services, Inc.

Goel Services, Inc. has not been assigned any work thus far and compliance review is not applicable.

**A PROTEST WAS 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.

# Kim A. Trueheart

November 19, 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 failure to capitalize on strategic investment opportunities in our youth by the Mayor of Baltimore City and the MWBOO staff.

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 54, Item 10 & Page 56, Item 13, Bureau of Purchases, INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS:
    - i. Before Board consideration, this item should be moved to the non-routine agenda;
      1. These actions clearly depict the arbitrary and capricious decision making of the chief of the MWBOO who has routinely offered the following "... are recommended on the condition that the vendor will come into compliance within 10 days of Board approval, or be terminated for default";
        - a. The MWBOO lacks standing policy and procedures in writing;
          - i. The MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, clearly states that the office will produce written policy and procedures which shall be filed with the Legislative Reference Office, which HAS NOT BEEN ACCOMPLISHED!!!
      2. These awards are recommended on the condition that the vendor will come into compliance within 60 days of Board approval, or be terminated for default;
        - a. This recommendation is a grossly longer allowance in the conditions set for vendor compliance;

Email: [ktrueheart@whatfits.net](mailto:ktrueheart@whatfits.net)

5519 Belleville Ave  
Baltimore, MD 21207

- b. This gross allowance deprives minority and women owned businesses of potentially 1/6 of the total contract dollar value, unfairly and capriciously.
  - 3. Neither of these actions include any written findings to clarify the recommendations;
    - a. In accordance with the MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, § 28-87.(b)(1) the Office and the contracting agency must submit written findings and recommendations to the Board of Estimates;
  - 4. This action should also include sanctions for vendors who have been found non-compliant more than one time over the past year.
    - a. If the findings regarding noncompliance warrant Board action, in accordance with the MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, § 28-87.(b)(2) (2) The Board of Estimates may impose sanctions in accordance with Part XI of this subtitle.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by this abusive practice which has failed to facilitate contract disbursements to all segments of the minority and women's business market place .
4. The remedy I seek and respectfully request is that these actions be moved to the non-routine agenda and sanctions be imposed by the Board.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on November 20, 2013.

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

Sincerely,  
Kim Trueheart, Citizen & Resident

5519 Belleville Ave  
Baltimore, MD 21207

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

11. HICKORY INTERNATIONAL, INC.  
 LIBERTY DISCOUNT LAWN  
 EQUIPMENT AND APPLIANCE, INC.

\$ 40,000.00	Extension
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Contract No. B50000723 - OEM Parts and Service for Exmark Lawn Mower - Department of General Services, Fleet Maintenance - P.O. Nos. P505770 and P505769
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On December 10, 2008, the Board approved the initial award in the amount of \$100,000.00. The award contained two 1-year renewal options. On November 10, 2010, the City Purchasing Agent approved an increase in the amount of \$20,000.00. On December 7, 2011, the Board approved the first renewal in the amount of \$100,000.00. On November 14, 2012, the Board approved the second and final renewal in the amount of \$0.00.

This four month extension in the amount of \$40,000.00 is requested to allow time to complete the solicitation process for a new contract. The period of the extension is December 10, 2013 through April 9, 2014.

**MWBOO GRANTED A WAIVER.**

12. LABORATORY CORPORATION OF

AMERICA HOLDINGS	\$ 0.00	Renewal
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Contract No. B50002125 - Cytology Testing Services - Health Department - P.O. Nos. P521531 and P521564
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On December 7, 2011, the Board approved the initial award in the amount of \$86,000.00 to Onco Diagnostic Services, Inc. The award contained four 1-year renewal options. On September 12, 2012, the Board approved the assignment of contract in the amount of \$0.00 to Laboratory Corporation of America Holdings. On December 5, 2012, the Board approved a renewal in the amount of \$150,000.00.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

This renewal in the amount of \$0.00 is for the period January 1, 2014 through December 31, 2014, with two 1-year renewal options remaining.

**MWBOO GRANTED A WAIVER.**

13. a. HARBOR TRUCK SALES AND SERVICE INC. t/a BALTIMORE FREIGHTLINER	\$ 0.00
b. DONAHOO COLLISION CENTER, LLC	150,000.00
c. BEAVER'S AUTO BODY REPAIR CENTER, INC.	0.00
d. MIDDLETON & MEADS COMPANY	0.00
e. LORD'S COLLISION EXPERTS, INC. t/a SECURITY AUTO BODY	100,000.00
f. R & E BODY & PAINT, INC. d/b/a MAACO AUTO PAINT	300,000.00
g. LINTHICUM FERNDALE AUTO BODY, INC.	100,000.00
h. VALLEY CHEVROLET, LLC t/a AUTONATION CHEVROLET	0.00
i. AL PACKER'S WHITE MARSH FORD, LLC	0.00
j. C & W BODY AND FENDER SHOP, INC.	600,000.00
k. HERMAN BORN & SONS INC.	0.00

Ratification and  
Renewal

\$1,250,000.00

Contract No. B50001415 - Body Shop Repair Service - Department of General Services - P.O. Nos. Various

On October 6, 2010, the Board approved the initial award in the amount of \$6,000,000.00. Due to delays in obtaining required vendor documentation for compliance, certification, the contract was not renewed within the period of the initial term.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Therefore, a ratification is requested in the amount of \$0.00 is for the period November 1, 2013 through November 20, 2013. This renewal in the amount of \$1,250,000.00 is for the period November 21, 2013 through October 31, 2015, with one 2-year renewal options remaining.

**MWBOO SET GOALS OF 6% MBE AND 3% WBE.**Harbor Truck and Sales Service, Inc. t/a Baltimore Freightliner

<b>MBE:</b> Millennium Auto Parts	\$ 3,110.00	0.69%
Towing and Service Repair		
Fire Safety Company	<u>3,908.34</u>	0.87%
	<u><b>\$ 7,018.34</b></u>	
<b>WBE:</b> Viking Chemicals, Inc.	See note below	
Robnet, Inc.	<u>See note below</u>	
	<u><b>\$ 6,735.16</b></u>	1.5%

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

Although contractor spent \$11,955.36 with the WBE firms, only 50% of the expenditure to non-manufacturing suppliers can be counted toward the WBE goal.

Renewal is recommended on the condition that vendor will come into compliance within 60 days of Board approval, or be terminated for default.

Donahoo Collision Center, LLC

<b>MBE:</b> Millennium Auto Parts Towing	0%	
and Service Repair		
<b>WBE:</b> Doug's Auto Recycling, Inc.	\$ 600.00	0.36%

The vendor will be given 60 days to come into compliance.

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

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Renewal is recommended on the condition that vendor will come into compliance within 60 days of Board approval, or be terminated for default.

Beaver's Auto Body Repair Center, Inc.

<b>MBE:</b> Brooklyn/Progressive Auto Paint Group, Inc.	\$ 40,480.56	17.95%
Millennium Auto Parts Towing and Service Repair	0.00	
L & J Construction Service, Inc.	1,733.49	0.77%
Silverback Business Center	3,827.96	1.70%
	<b>\$46,042.01</b>	<b>20.42%</b>
<b>WBE:</b> Doug's Auto Recycling, Inc.	\$ 1,175.00	0.52%
Robnet, Inc.	781.40	0.35%
Chesapeake Wiper & Supply, Inc.	2,803.51	1.24%
	<b>\$ 4,759.91</b>	<b>2.11%</b>

**MWBOO FOUND VENDOR IN COMPLIANCE.**Middleton and Meads Co., Inc.

<b>MBE:</b> Millennium Auto Parts Towing and Service Repair	\$ 9,710.00	1.11%
Brooklyn/Progressive Auto Paint Group, Inc.	1,035.00	0.66%
Synergy Printing	5,784.00	0.12%
	<b>\$16,529.00</b>	<b>2.00%</b>

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

<b>WBE:</b> Chesapeake Wiper and Supply Inc.	\$ 7,082.00	0.81%
BFPE International*	8,290.00	0.95%
Herbert Electric*	2,047.00	0.23%
	<b><u>\$17,419.00</u></b>	<b><u>2.00%</u></b>

\*BFPE and Herbert Electric Company are no longer certified with Baltimore City.

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

Renewal is recommended on the condition that vendor will come into compliance within 60 days of Board approval, or be terminated for default.

Lord's Collision Experts, Inc. t/a Security Auto Body

<b>MBE:</b> Millennium Auto Parts Towing and Service Repair	\$ 60.00	0.04%
<b>WBE:</b> Doug's Auto Recycling, Inc.	\$ 918.00	0.57%

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

Renewal is recommended on the condition that vendor will come into compliance within 60 days of Board approval, or be terminated for default.

R & E Body and Paint, Inc. d/b/a Maaco Auto Paint

<b>MBE:</b> Brooklyn/Progressive Auto Paint Group, Inc.	\$ 6,568.00	2.17%
Millennium Auto Parts Towing and Service Repair	2,530.00	0.84%
	<b><u>\$ 9,098.00</u></b>	<b><u>3.00%</u></b>

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
<b>WBE:</b> Doug's Auto Recycling, Inc.	\$ 13,365.00	4.42%
<b>MWBOO FOUND VENDOR IN COMPLIANCE.</b>		
<u>Linthicum-Ferndale Auto Body, Inc.</u>		
<b>MBE:</b> A J Stationers, Inc.	\$ 5,111.50	2%
<b>WBE:</b> Robnet, Inc.	\$ 0.00	
<b>MWBOO FOUND VENDOR IN NON-COMPLIANCE.</b>		
Renewal is recommended on the condition that vendor will come into compliance within 60 days of Board approval, or be terminated for default.		
<u>AutoNation t/a Valley Chevrolet</u>		
<b>MBE:</b> Millennium Auto Parts Towing and Service Repair	\$ 2,997.50	2.09%
<b>WBE:</b> Robnet, Inc.	\$ 0.00	
Doug's Auto Recycling, Inc.	\$ 0.00	
<b>MWBOO FOUND VENDOR IN NON-COMPLIANCE.</b>		
Renewal is recommended on the condition that vendor will come into compliance within 60 days of Board approval, or be terminated for default.		
<u>Al Packer White Marsh Ford</u>		
<b>MBE:</b> Millennium Auto Parts Towing and Service Repair	\$ 8,810.00	10.45%
<b>WBE:</b> Fitch Dustdown Company, Inc.	\$ 1,104.98	
Chesapeake Wiper & Supply, Inc.	<u>341.06</u>	1.72%
	<u><b>\$ 1,406.04</b></u>	
<b>MWBOO FOUND VENDOR IN COMPLIANCE.</b>		

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
<u>C &amp; W Body and Fender Shop, Inc.</u>		
<b>MBE:</b> Millennium Auto Parts Towing and Service Repair	\$21,000.00	3.77%
L & J Construction Service, Brooklyn/Progressive Auto Paint	14,400.00 1,250.00 <u>\$36,650.00</u>	2.59% 0.22% <b>6.58%</b>
<b>WBE:</b> Doug's Auto Recycling, Inc. Robnet, Inc.	\$ 4,800.00 750.00 <u>\$ 5,550.00</u>	0.86% 0.14% <b>1.00%</b>

**MWBBO FOUND VENDOR IN COMPLIANCE.**

Herman Born & Sons

<b>MBE:</b> Brooklyn/Progressive Auto Paint Group, Inc.	\$17,558.33	9.53%
<b>WBE:</b> Robnet, Inc.	\$ 2,762.26	1.50%

**MWBBO FOUND VENDOR IN COMPLIANCE.**

The following vendors were found in non-compliance by MWBBO: Harbor Truck Sales & Service t/a Baltimore Freightliner, Donahoo Collision Center, LLC, Middleton & Meads Company, Lord's Collision Experts t/a Security Auto Body, Linthicum Ferndale Auto Body, Inc., and AutoNation Chevrolet Timonium t/a Valley Chevrolet, LLC. Renewal is made on the condition that the vendors come into compliance with 60 days of Board approval, or be terminated for default.

**A PROTEST WAS 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

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

14. KONE, INC. N/A Correction  
 B50002985 - Elevator Maintenance Services - Departments of General Services, Public Works, Transportation, Recreation and Parks, and the Convention Center - P.O. P524796

The Board is requested to approve a correction to Board Letter No. 0059 for the award of Contract No. B50002985 - Elevator Maintenance Services to Kone, Inc.

On August 28, 2013, the Board approved the award. The previously submitted and approved Board letter erroneously stated the contract term as September 1, 2013 through August 31, 2014. The correct term is September 1, 2013 through August 31, 2016. The Board is requested to approve the correction to the term.

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts and extensions, and the correction (item no. 14). The Board also approved and authorized execution of the agreements (item No. 6) with IPT, LLC d/b/a Paylock. On behalf of the Honorable Mayor, Mr. Harry Black **ABSTAINED** on item no 14. The Comptroller **ABSTAINED** on item no. 13a.

# Kim A. Trueheart

November 19, 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 failure to capitalize on strategic investment opportunities in our youth by the Mayor of Baltimore City and the MWBOO staff.

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 54, Item 10 & Page 56, Item 13, Bureau of Purchases, INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS:
    - i. Before Board consideration, this item should be moved to the non-routine agenda;
      1. These actions clearly depict the arbitrary and capricious decision making of the chief of the MWBOO who has routinely offered the following "... are recommended on the condition that the vendor will come into compliance within 10 days of Board approval, or be terminated for default";
        - a. The MWBOO lacks standing policy and procedures in writing;
          - i. The MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, clearly states that the office will produce written policy and procedures which shall be filed with the Legislative Reference Office, which HAS NOT BEEN ACCOMPLISHED!!!
      2. These awards are recommended on the condition that the vendor will come into compliance within 60 days of Board approval, or be terminated for default;
        - a. This recommendation is a grossly longer allowance in the conditions set for vendor compliance;

Email: [ktrueheart@whatfits.net](mailto:ktrueheart@whatfits.net)

5519 Belleville Ave  
Baltimore, MD 21207

- b. This gross allowance deprives minority and women owned businesses of potentially 1/6 of the total contract dollar value, unfairly and capriciously.
  - 3. Neither of these actions include any written findings to clarify the recommendations;
    - a. In accordance with the MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, § 28-87.(b)(1) the Office and the contracting agency must submit written findings and recommendations to the Board of Estimates;
  - 4. This action should also include sanctions for vendors who have been found non-compliant more than one time over the past year.
    - a. If the findings regarding noncompliance warrant Board action, in accordance with the MINORITY AND WOMEN'S BUSINESS ENTERPRISES LAW, ART. 5, § 28-87.(b)(2) (2) The Board of Estimates may impose sanctions in accordance with Part XI of this subtitle.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by this abusive practice which has failed to facilitate contract disbursements to all segments of the minority and women's business market place .
4. The remedy I seek and respectfully request is that these actions be moved to the non-routine agenda and sanctions be imposed by the Board.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on November 20, 2013.

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

Sincerely,  
Kim Trueheart, Citizen & Resident

5519 Belleville Ave  
Baltimore, MD 21207

**MINUTES**Department of Real Estate - Lease Renewal**ACTION REQUESTED OF B/E:**

The Board is requested to approve a lease renewal with Greater Mondawmin Coordinating Council, Inc., tenant, for the rental of a portion of the property known as 2610 Francis Street, consisting of approximately 5,776 square feet. The period of the renewal is December 1, 2013 through November 30, 2014, with one 1-year renewal option remaining.

**AMOUNT OF MONEY AND SOURCE:**

<u>Annual Rent</u>	<u>Monthly Rent</u>
\$8,652.00	\$721.00

**BACKGROUND/EXPLANATION:**

The leased premises are used as operation and office space for the Operation Safe Streets Program. The original term of the lease agreement was for one (1) year, commencing on December 1, 2012 through November 30, 2013, with an option to renew for two additional one-year terms. This is the first renewal period.

The landlord will be responsible for repair of the central heating and ventilation when needed, snow removal, and debris in the common areas outside the building. In addition, the landlord will also be responsible for maintaining the roof, walls, and HVAC systems, maintaining the water, electrical, and plumbing lines.

The tenant will be responsible for keeping the leased premises free of trash and obstructions, payment for utilities, telephone and computer services, power, heat, sewer, and water to the leased premises. In addition, the tenant will also be responsible for the security system, inspection from the Fire Marshall, janitorial services, and purchasing liability insurance.

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TRAVEL REQUESTS

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>City Council</u>			
1. Helen L. Holton	National Assn. of Counties Board of Directors Meeting 2013 Cedar Rapids, IA Dec. 5 - 7, 2013	Gen. Fund Elected Officials Expense Account	\$ 898.96

The subsistence rate for this location is \$131.00 per night. The hotel cost is \$119.00 for the first night and \$109.00 for the second night, not including hotel tax of \$27.36. The Department is requesting additional subsistence of \$46.00 for meals and incidentals.

Health Department

2. Orline Johnson Margo Rosner Daphne Washington	Passport to Partner Services Track D Course Albany, NY Dec. 8 - 13, 2013	Gen. Funds	\$3,546.00
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As host agency for Public Health Representatives, the Department is obligated by an agreement with the Centers for Disease Control and Prevention to pay for travel expenses related to training of the Public Health Representative Associates to perform assigned duties. The Department has prepaid the transportation costs of \$242.00 for each of the above participants for a total of \$726.00 on the City procurement credit card issued to Jacqueline Duval-Harvey. The disbursement to each participant will be \$940.00.

## MINUTES

TRAVEL REIMBURSEMENTMayor's Office of Information Technology

3. Heather Hudson	Gen.	\$ 189.60
	Fund	

On September 18, 2013, the Board approved the travel request for Ms. Hudson to attend the 2013 Code for America Summit in San Francisco, CA from October 15, 2013 through October 18, 2013. The original request covered the cost of the hotel room but did not cover the cost of the hotel taxes, and tourism assessment fees. Therefore, the Board is requested to approve a reimbursement for the total amount of \$189.60 to cover those taxes and fees not included in the original travel request.

The Board, UPON MOTION duly made and seconded, approved the travel requests and the travel reimbursement. The President **ABSTAINED** on item no. 1.

**MINUTES**Department of Transportation - Ratification of Services & Payment**ACTION REQUESTED OF B/E:**

The Board is requested to ratify design services provided and payments made for Project 790, Replacement of the Fredrick Avenue Bridge Over Gwynns Falls and CSX Railroad to Whitney, Bailey, Cox & Magnani, LLC (WBCM). The ratification period is April 13, 2012 through April 13, 2013.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On April 14, 2010, the Board approved Supplemental Agreement #2 for Project 790, which expired on April 13, 2012. Due to administrative oversight, the agreement expired before an amendment was processed to extend the agreement term. The WBCM continued providing design engineering services for the replacement of the Fredrick Avenue Bridge. The Department of Transportation now requests the Board to ratify the services provided by WBCM and the payment for those services for the total amount of \$18,929.73. The Department apologizes for this oversight. The Department of Transportation will be seeking approval of Supplemental agreement #3 for additional Post Award Services.

UPON MOTION duly made and seconded, the Board ratified the design services provided and approved payments to Whitney, Bailey, Cox & Magnani, LLC. for Project 790, Replacement of the Fredrick Avenue Bridge Over Gwynns Falls and CSX Railroad.

## MINUTES

Department of Transportation - Supplemental Agreement #3ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of supplemental agreement #3 for Project 790, Replacement of the Fredrick Avenue Bridge Over Gwynns Falls and CSX Railroad with Whitney, Bailey, Cox & Magnani, LLC (WBCM). The period of supplemental agreement no. 3 is effective upon Board approval for two years with a one year option to extend or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$366,780.29 - 9950-902412-9506-900010-705032

BACKGROUND/EXPLANATION:

The WBCM will assist the Department of Transportation Engineering and Construction Division in Post Award Services. The services will include but are not limited to attending meetings, reviewing shop drawings, site visits, observation of foundations, drilled shafts, and redesign during construction.

The cost of services rendered will be on actual payroll rates not including overhead and burdens times a set multiplier. The payroll rates and multiplier have been reviewed by the Department of Audits.

MBE/WBE PARTICIPATION:

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

<b>MBE:</b> E2CR, Inc.	\$ 99,620.65	27.16%
Sidhu Associates, Inc.	8,277.88	2.26%
	<b>\$107,898.53</b>	<b>29.42%</b>

<b>WBE:</b> Spyder Engineering, LLC	\$ 38,515.50	10.50%
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**MINUTES**Department of Transportation - cont'd**MWBOO FOUND VENDOR IN COMPLIANCE.****APPROVED FOR FUNDS BY FINANCE****AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of supplemental agreement #3 for Project 790, Replacement of the Fredrick Avenue Bridge Over Gwynns Falls and CSX Railroad with Whitney, Bailey, Cox & Magnani, LLC

**MINUTES**Department of Transportation - Memorandum of Understanding**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with the Department of Transportation and the Baltimore Office of Promotion & the Arts, Inc. (BOPA). The period of the memorandum of understanding is effective upon Board approval through December 14, 2104.

**AMOUNT OF MONEY AND SOURCE:**

\$140,000.00 - 9950-915033-9527-900020-706067

**BACKGROUND/EXPLANATION:**

The purpose of the MOU is for the Baltimore Office of Promotion & the Arts, Inc. to enlist the services of artists and vendors to install artistic crosswalks in the area recently designated as the Bromo Arts & Entertainment District. The purpose of these artistic crosswalks is to promote public awareness of the district via branding. These artistic crosswalks will replace existing conventional crosswalks, some of which are currently deteriorated.

The Baltimore Office of Promotion & the Arts, Inc. used a competitive process to select the artists and selected highly qualified and experienced specialty contractors to fabric and install the crosswalk material and templates. The artistic crosswalks are unique and require specialized design, manufacturing, and installation of the specialized thermoplastic crosswalk material and/or epoxy applications on the roads. The Department of Transportation in conjunction with BOPA selected Alternative Paving Concepts to install the artistic crosswalks.

The City Charter at Article VI §11(e)(i) allows an exception to formal advertisement when no advantage will result in seeking, or it is not practicable to obtain, competitive bids, or when the need is of an emergency nature."

**MINUTES**Department of Transportation - cont'd

The Department of Transportation hereby certifies that written notice of the intent to enter into a Memorandum of Understanding with the Baltimore Office of Promotion & the Arts for installation of artistic crosswalks in the District has been provided to the Department of Finance in accordance with the City Charter, Article VI, §11(e)(i). The Department of Finance concurred with the recommendation of the Department Transportation.

**MBE/WBE PARTICIPATION:**

**MWBOO SET MBE GOALS AND WBE GOALS AT 0%.**

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with the Baltimore Office of Promotion & the Arts, Inc.

**MINUTES****FORMAL CONTRACT AWARD**Bureau of Purchases

1. B50003032, Rollout Toter, LLC \$577,827.50  
Containers with RFID

(DPW, Bureau of Solid Waste)

The Department of Public Works, Bureau of Solid Waste desires a pilot program for rollout waste containers, which will be assigned to all residents in the pre-selected pilot neighborhoods; Greater Mondawmin, Belair-Edison, and Four-by-Four. The rollout containers are more easily and safely maneuvered by residents and Solid Waste employees, and are more resistant to rodent intrusion, than traditional waste containers. After the initial delivery of rollout containers, the maintenance portion of the pilot program will continue.

**MWBOO SET MBE GOALS AT 6% AND WBE GOALS AT 2%.**

The Minority and Women's Business Opportunity Office MBE and WBE Participation Compliance Form for Toter, LLC has the following contract amount:

**Total Contract Amount: \$10,545,579.00\***

**MBE:** Consolidated Services, Inc. See note below  
Proper Staffing, Inc. See note below

**WBE:** Penguin Staffing See note below

\*The MBE WBE dollar amounts and percentages are mathematically inconsistent with the bidder's price. Additionally, Penguin Staffing, named as a WBE, is not certified by that name with Baltimore City.

**MWBOO FOUND VENDOR IN NON-COMPLIANCE**

MWBOO also found IPL and Otto environmental Systems, LLC in non-compliance. Award is recommended to Toter, LLC, which had the lowest price subject to it coming into compliance within

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FORMAL CONTRACT AWARDBureau of Purchases

ten days of the award. Rehrig Pacific Company's bid was referred to the Law Department and was found non-responsive.

**A PROTEST WAS RECEIVED FROM REHRIG PACIFIC COMPANY.****A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.****A PROTEST WAS RECEIVED FROM OTTO ENVIRONMENTAL SYSTEM NORTH AMERICA, LLC AND A SUPPLEMENTAL PROTEST FROM REHRIG PACIFIC COMPANY.**

President: "The final item on the non-routine agenda can be found on Page 70, Formal Contract Award, Item B50003032, Rollout Containers with RFID. Will the parties please come forward?"

Timothy M. Krus, City Purchasing Agent, Baltimore City Bureau of Purchases: "Tim Krus, City Purchasing Agent. This is the award of Rollout Containers with RFID to Toter in the amount of \$577,827.50."

President: "Come on up and say your name."

Ms. Kemrey Heinold: "My name is Kemrey --."

President: "Can you talk directly in the mic please?"

Ms. Heinold: "My name is Kemrey Heinold with Rehrig Pacific Company. Um, after reviewing the recommended bidders submission for Bid Number B50003032, we found a few items that the Board of Estimates should review further to provide the need to re-bid.

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Um, if in the bid from Toter, the calculation was based on items number one through seven, and only number one in the Toter bid is firm for the year, and that would not be an accurate cost for what the City was asking for. We asked--"

Mr. Krus: "May, may I interrupt for just one moment? Um, Rehrig had filed an initial protest on Law's determination of non-responsiveness. Have you withdrawn that protest?"

Ms. Heinold: "No."

Mr. Krus: "I ask the Board to consider whether --."

City Solicitor: "We should --."

Mr. Krus: "Protest first?"

City Solicitor: "Yes. I, I, I think we should consider that protest first. It's been our policy and practice pretty consistently um, not to entertain and hear protests from bidders whose bids are non-responsive, um, and my understanding is that their correspondence on the issue of the original bid acknowledges that this company's bid was non-responsive."

Ms. Heinold: "However, when we did submit that on September 27, we got no response from the City of Baltimore. So, how are we supposed to protest something if we don't have any direction on whether it was even received?"

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City Solicitor: "Well we're, we're cons -- my suggestion is that we consider it now and the non-responsiveness was in the admission of certain essential pricing information with the bid as submitted so, perhaps um, you could go ahead and address that non-responsiveness issue."

Ms. Heinold: "Um, we were, when we submitted the bid, um the reason that we were, we understand that we were denied your -- you know, recused from the bid; was because we did not write in the numbers on the tabulation, for numbers one through seven, however we did put asterisks as Toter did, for changes or options, which at the pre-bid meeting for this, we were told by Mark Wick from DPW that he wanted us to tell him the best way to do this because he didn't know how to do it. So, when the bid came out, we gave options to the City and we feel that the options we gave to the City are in the best interest of the City. Um, this is a large contract and we feel that a re-bid of this would give the City better pricing options and you would have three vendors to choose from instead of just one."

City Solicitor: "Response on that non-responsiveness issue."

Hannah S. Kondratyuk: "Um, good morning, members of the Board, my name is Hannah S. Kondratyuk, and I'm from the Contracts

## MINUTES

Division of the Law Department. Uh, bottom line, uh, the reason that this bidder was found non-responsive was the fact that they omitted essential pricing information on their bid and without being able to consider a full price, they were found non-responsive, and the solicitation stands on its own, um, so I find the bid non-responsive."

President: "Okay. Any final thoughts? Are you protesting Sir?"

Mr. Smith: "Yes sir, I am."

President: "Can you come on up?"

Mr. Smith: "Okay. Thank, thank you for your time. Um--"

President: "Can you talk directly into the mic?"

Comptroller: "State your name."

Samuel Smith: "Thank you for your time. Samuel Smith with Otto Environmental Systems. Uh, I, I, I too take, take issue with, with, with the process. My understanding is that this was a bid, not a Request for Proposal, or negotiation. Um in, in reviewing, in reviewing the bid, and in, in going through the, the bid price, price sheet, um, I also noticed a lot of

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discrepancy, and you mind repeating the last number you mentioned that, that the contract award was for? I believe you said five--."

Mr. Krus: "Five hundred seventy-seven thousand, eight hundred and twenty-seven dollars and fifty cents."

Mr. Smith: "Okay. Now when, when I look at the, the bid price sheet, uh, that was submitted by Toter--."

City Solicitor: "I'm, I'm sorry, are we addressing the non-responsiveness determination by the City of the --."

Mr. Smith: "This is not non-responsiveness, no sir."

Deputy Comptroller: "This is an MWBOO finding."

City Solicitor: "Okay."

President: "You can go ahead."

Mr. Smith: "Am I okay to proceed?"

City Solicitor: "Ah--."

Mr. Smith: "Okay. Item, item um, item number one through seven, total items to be used for, for price evaluation, is clearly stated on here, and it looks, if I'm looking at the number correctly it says 1.8, 1.8 million dollars. So I'm, I'm a little confused as to where the, the half a million dollar

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number came from. Um, in addition to that, um, ask that -- as this is a bid you guys were very clear on the numbers and the information that you, that you required and I'm looking at a number, Item No. 7, of \$336,000.00 but also an asterisk in another, in another, in another pricing page that uh, that has uh, pardon me for a moment, several different items asterisk ah-- well this page is not. This page is not, this page is not uh -- numbered as were, as were the other pages throughout the entire bid. So kind of, I'm not sure why this is the one page that's not, uh, not numbered but -- I just, I just don't understand how you, how you came up the half a million dollar number but. But, also there's an asterisk cart maintenance is this our response is this, if the City this assumes this. The bid asks for specific pricing. We, we Otto Environmental Systems, followed the directions of the bid, we gave and it listed, specific pricing; um, there's no asterisk to say look here and if this happens, then your price is this. If this happens then your price is that um -- there's a lot, there's a lot in this bid and this pricing, um and it just raise a question, um -- was this more negotiation versus a bid um."

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Mr. Krus: "Tim Krus, City Purchasing Agent. There was absolutely no negotiation involved in this. In procurement, we are charged with the responsibility of having to discern bidders' prices. In this case, the notes that were made in reference to the price sheet were clear. We were clearly able to discern what the vendor was bidding for the particular items that were specified, and made the appropriate adjustments in the total price accordingly."

Mr. Smith: "Well based on the statement you just made, and you clearly just made that statement, you said you gave a five, five, a half a million dollar number. It clearly states on Page B2, 1.8; that's, that's the number that they submitted. But now you're saying --."

Mr. Krus: "The City does this all the time. If, if this particular bidder, for example we had awarded to another bidder, and Totter had come to us and said you were clearly able to discern that price, we would have had to agree that we were. We take a look at that all the time, and in this case, the price referencing in the asterisk was crystal clear; we also made it very clear in the solicitation itself but because the City

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desires a pilot program the amount of award may not be in the exact amount of the bid price, as the City will adjust quantities and optional items to best suit its needs. Toter's pricing was crystal clear to us and the adjustment made was completely proper within procurement principles."

Mr. Smith: "Okay. You're saying that their price was crystal clear to you."

Mr. Krus: "That is correct."

Mr. Smith: "Okay but I'm merely reading the facts. The fact is they said 1.8 and you're, you're now, you're saying a half a million. It doesn't make sense, the numbers, the numbers do not add up. They're, they're right here on B1 and B2 your document, that you submitted in the bid package. I just, I just want to understand. You know I have a wife and kids, I work hard and this is a great opportunity, I just want to make sure that I'm getting a fair shot. I'm not saying that anybody's done anything wrong, what I'm simply stating is that the numbers, this is a bid, this is a bid, not a negotiation and the numbers do not add up. Uh -- when, when you look at the MBE, the WBE, re-- requirements, um, the total dollar amount here on the contract

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states, states 10 million, I mean there, there again, the numbers are changing. When I look at the MBE/WBE requirements, I have to ask, I mean it states they meet percentage but what do they meeting a percentage on? Is it based on the total contract of 200,000 carts or the 1.8 million dollar number that's listed on page B2, or, or the five, the five million, half a million dollar number that you, that you just, just, stated? Once again, there's, there's a lot of there's a lot of confusion here. There's nothing clear about the pricing unless somebody had the opportunity to sit down and discuss the pricing. It doesn't make sense. I, I'm a smart guy --."

Mr. Krus: "There is no need for an opportunity to sit down and discuss the pricing. As far as the MWBOO compliance is concerned all of the bidders who responded and were not referred to Law, were non-compliant with MWBOO. So I won't be addressing what was listed on a non-compliant price sheet. The awardee will be given an opportunity to come into compliance after the award, because none of the vendors were compliant."

Mr. Smith: "Okay."

Mr. Krus: "The City re-calculated um, the pricing on cart maintenance for example, and as a result, came to the

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\$577,000.00 number without 1.8 million and it was very easy to do that based on the note, and the note that the Toter made and the price sheet that we received."

Mr. Smith: "But, but again you're, you're making changes --."

Mr. Krus: "No, we are, we are making mathematical corrections that we are required to make when a bid is clear, and this bid was absolutely clear."

President: "Could we close this part of the --."

Mr. Smith: "No one, that no one has, that no one has met MBE or the WBE um --."

Mr. Krus: "That is correct."

Mr. Smith: "I look at Page, Page um, Page B25, there's absolutely no, no signature from the MBE or the WBE."

Mr. Krus: "Of course there's not. They were completely non-compliant. They were non-compliant with MWBOO, as was your company as was IPL."

Mr. Smith: "Well, well, let, let me speak to that because we, we were compliant based on what the bid said. Yes, we were at four and one percent, whereas you, you guys required six and two percent, but based on the language in the bid, um, we, we included all the documents. We gave a good faith effort report.

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We sent you - we sent e-mails, um with um, with times and interest and companies that, that we contacted to try to meet that goal. So, as to being non-compliant, I guess it just depends on how you look at it. But, we did follow the guidelines and we did provide the additional doc -- documentation of um, the companies we contacted. Um, my company understands to me, as the Mid-Atlantic area manager for, for, for our company, that MBE and WBE is very important. So, we we did everything that, that we could do to make this happen, and we provided the proper documentation. So, with that said, I apologize for taking so long, but I do ask that the Board um, that if, if, um, one, I just don't understand when you make the determination that this company did not, was not compliant in WBE or MBE, so they're non-compliant, so we're going to move on with the other company. I ask the Board just, just to boot everybody out and to just start all over again. I, I, I think it's a fair request."

Mr. Krus: "I'd like to um, just make a comment here about one of the pricing notes for example. So, we had Item No. 7 Totter that the protestant is talking about. Cart Maintenance is \$1.68 per cart. Our response to Item No. seven assumes 200,000 carts in place for years two and five. If the City is intent, if the

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City's intent is for this pricing to only cover the 9,250 pilot program carts, the Item No. 7 unit price would be \$15,540.00. That is a crystal clear statement of the unit price to be calculated for the pilot program."

President: "Okay. Um, Mr. Jolivet, are you protesting this?"

Mr. Krus: "Sir, Mr. Jolivet and Mr. Corey is also prepared."

Mr. Jolivet: "Good morning."

President: "Good morning."

Arnold M. Jolivet, Maryland Minority Contractors Association:

"Uh, Arnold M. Jolivet, and I did send you a letter, and in view of the fact that I believe I attempted to define my issues in the letter. But, I want to, I want to express to the Board how much I agree with the other protester in terms of the absurdity of how Mr. Krus arrived at the low, lowest dollar bid. I guess the Charter says lowest responsive bid. Uh, it is extremely, extraordinarily troubling, to me at least, to see how this bid was handled and I just would hope, Mr. President that you would give me five minutes to."

President: "You're going to get five minutes total."

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Mr. Jolivet: "Okay, well and I hope to take maybe two, but I want to, I want to just point out that, to begin with, I've been around this Board probably as long as anyone in this room, and I am extremely disturbed how the City's Law Department has assumed the role of the Board of Estimates in declaring bids non-responsive. There used to be a time when if a bidder for whatever reason, if their bid, was -- had irregularities or defects or whatever in it the Board would refer to the Law Department, the Law Department in turn would make a decision and make a recommendation to the Board and the Board in turn would make a decision based on the recommendation and other factors, specifically the right, or the possibility of a explanation from the bidder and the Board would then make a decision. But, it is just totally turned around, what that process, the process of rejecting a bid as provided for in the Charter, Article VI, Section 11, paragraph 8, says the Board shall reject all bids after considering all bids but it doesn't give that responsibility to the Law Department. It does not give that responsibility to the Law Department and this kind of thing it makes the City's bidding process suspect. It takes the -- it

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discourages bidders from coming to the City if the Law Department outside of the confines of the Board of Estimates can unilaterally reject the bid and determine the bid non-responsive and the Board goes along with it. I submit to you that's wrong. But, nonetheless let me, let me, let me talk to the other issue in this and this is very important, because uh, Mr. President, if I can, I'd like the Board to pass these exhibits out, and I want, I want to -- those are some exhibits that I would like the Board to, to, to, to review and I, and I gave you that exhibit largely because Mr. Krus makes a representation in this Board communication and I have highlighted the particular language that I would like for you to review. Mr. Krus, from the Bureau of Purchases, makes a representation that Toter was the lowest bidder. Now, I have tried and tried and tried to the best of my ability to determine how Mr. Krus has made that determination that Toter could be the lowest responsive responsible bidder here in terms of dollars. Now, I know he said, he said, he said and I heard him attempt to justify, or rationalize how Toter could be the lowest responsive bidder, but what is very, very disturbing about what Mr. Krus said is that the practice of the

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City of determining the bid, the bidder's price based on what the bidder places on the face of its bid, that has been historically, the only criteria for this Board to determine a bidder's lowest price, dollar price. Now, if Mr. Krus can go through the bidder's line items, if Purchasing can go through the bidder's line items, and Mr. Krus can make that judgment that this bidder is the lowest responsive bidder of the lowest dollar bidder then we got a problem. We got a real serious problem, because the Purchasing Bureau, or any Bureau receiving and processing a bid, their only responsibility is to read and interpret what is on the four corners of the face of the document. So, what I'm saying to you is if Mr. Krus or anyone else can unilaterally determine and make a bidder low or high, then this is what Mr. Krus did. Here you have a bidder who had a price of one million, eight hundred and fifty-nine thousand dollars. Mr. Krus takes his pen and he reduces that price from one million eight to \$577.00 -- Madam Comptroller, that is wrong. That is wrong."

Comptroller: "Let him finish."

Mr. Jolivet: "That is totally wrong that a contracting officer has no business adjusting figures, because otherwise it opens

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the door to fraud, corruption, favoritism, and that is what happened here. That is exactly what happened. The purpose of competitive bidding is to prevent fraud, corruption, favoritism, extravagance and arbitrary discrimination and we have all of those five factors in this bid and Mr. Krus takes his pen and takes those numbers of Toter and re-adjusts them. Mr. Krus now becomes Toter, he's now the bidder. That is not right, and where are we going? This is a violation of the competitive bidding Charter requirements, and it is so clear, it is so clear, Mr. Nilson, that we shouldn't even have to be here this morning. Let me, let me, just finish, Mr. President, because I did -- "

President: "Mr. Jolivet, you already have six minutes. Miss, I think I'm controlling this hearing, okay? Mr. um -- Jolivet, you have to wind it down. The Comptroller has a question and I want to hear a response."

Mr. Jolivet: "I, I would, I would like for you to see these exhibits. That's all I would like to see and, and hear, hear me, because this is just unacceptable how Purchasing is spending our tax dollars. Now, let me just point out, if what I, if the exhibit I've just given you, the exhibit I've just given you uh, illustrates -- the exhibit I've just given you points out the

## MINUTES

various rankings of the bids at bid date. This is the official tab of the bid. These are these are how the bidders came in, in terms of numbers. Now, if you see that ranking, Mr. President, it shows that Toter of all the bidders is at best the second lowest bidder. Uh -- the Law Department somehow or another was able to disqualify uh, the second lowest bidder. The Law Department just wiped them out and disqualified them. So, but at best Toter is the second lowest bidder. Now, if I'm correct, according to the Charter, Article VI, Section 11, the Board of Estimates shall award the contract to the lowest responsive responsible bidder. Now, this would not in any way make Toter the lowest responsive responsible bidder within the meaning and purpose of the Charter. But here's, here's what I find extremely, extraordinarily troubling. The Board has been asked to award the contract to Toter when Toter's bid has been deemed by MWBOO to also be, not be in compliance. The other bidder, IPL, who has a better price than Toter, who has a substantially better price than Toter, IPL is also been adjudicated not to be in compliance. Now, it is extremely, extraordinarily--"

President: "Mr. Jolivet."

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Mr. Jolivet: "difficult to comprehend, to reconcile, given the fact that both of these bidders are out of compliance. IPL has a lower, a more, I guess a better price for the City and a more advantageous price for the City, but given these two bidders, I suppose equality Mr. Krus selects Toter over IPL when IPL has the better price. It makes no sense. It makes absolutely no sense Mr. President, and --."

President: "Madam, Madam Comptroller."

Comptroller: "Mr. Nilson, for the record could you explain why the Department of Purchasing was in compliance when Mr. Krus did what he did, because he said --."

City Solicitor: "My understanding is that the bid documents themselves contained very clear instructions and indications as to what prices will be included in the calculations for purposes of determining, um -- the lowest bid, and if you'll look at the I think that the sheet that identifies Toter, IPL and item numbers is before the Board members."

Comptroller: "Yes."

City Solicitor: "Okay, if you look at the line total for price evaluation, so the bid documents tell the world, including the bidders and the Department of Purchasing, which prices and how

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the pricing will be totaled up for price evaluation, and that calculation produces a low number for Toter of \$577,827.00 and perhaps Mr. Krus would like to address that, as well."

Mr. Krus: "Madam Comptroller, the best, um the best example of this, um -- I don't have an extra copy of this page. This is Toter's notes to pricing on Item No. 7. If you'll take a look at your list that was one of the items, where if you look at the actual bid sheet--."

President: "I think I have one."

Mr. Krus: "-- we calculated, the calculated the price to the City for this pilot. It says Page B2, Item No. 7 Cart Maintenance is \$1.68 per cart per year. Our response to item number seven assumes 200,000 carts in place for years two through five. If the City's intent's for this pricing to only cover the 9,250 pilot program carts, the item seven unit price would be \$15,550 -- 540.00. That is crystal clear as to the price that Toter is giving us for the pilot program, and it is in the best interest of the City for us to recognize that clarity and make an award for \$577,000.00 rather than IPL's \$724,000.00 or Otto's almost \$2 million dollars. Had that been referred to Law, Law would have found it responsive."

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Comptroller: "So, for IPL, they did not distinguish what their cart maintenance per unit price would be. Was it, was it less than or more than the one for IPL?"

Mr. Krus: "Well IPL put, put that amount on the um, on the price sheet and that's that's what we went with. IPL's price sheet totaled to what you had opened."

Comptroller: "So, so they didn't, they didn't give notes to say what their unit price would be per cart?"

Mr. Krus: "That is correct. They put it on the price sheet just for that but because the City was talking about a pilot program, because the City talked in the solicitation about the eventual possibility of the pilot program growing from 9,250 to 200,000 carts, vendors were giving us additional information, in addition to optional information."

Comptroller: "But, was their unit price lower than the dollar sixty-eight? Could you, could you discern whether their unit price was lower than one sixty-eight per cart?"

Mr. Krus: "The unit, the unit price for cart maintenance for the four-year period was 48,562.50."

Comptroller: "Okay."

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Mr. Krus: "In the IPL bid."

Comptroller: "Compared to a dollar sixty-eight."

Mr. Krus: "I don't have the complete breakdown on IPL. I mean what, what --."

City Solicitor: "Compare the --."

Mr. Krus: "This is what was on the IPL bid, it was \$194,250.00 versus Toter's \$62,160.00, versus Otto's \$1,250,000.00. But, as you can see, what Toter, what Toter's whether or not what any of the protestants believe that they would do the work for that price. As you can see in the note for Item No. 7, Toter is crystal clear about what this item costs us for the pilot program."

City Solicitor: "And, and is it the pilot program cost that you indicated in the bid document was going to be the basis of the award?"

Mr. Krus: "Absolutely."

Mr. Jolivet: "Well we don't know that. We don't know that."

Mr. Krus: "We indicated, we indicated that, that item."

Mr. Jolivet: "We don't know that. We don't know that, and I want to have that stricken, stricken because that is a totally self-serving assertion."

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Hana Rose Kondratyuk: "Law Department."

Comptroller: "Could you tell us how you knew that?"

Ms. Hana Rose Kondratyuk: "Okay, so if you look at the bid documents, and you look on Page B2, after one through seven, it, it verbatim says asterisks total of Items one through seven, to be used for price evaluation. It's, it's clear as day that those are what are being calculated for this award. Other items are optional."

Comptroller: "He just said that the document states that it's for a pilot and they're saying that that wasn't clear, so --."

Mr. Krus: "It was absolutely clear in the solicitation."

Comptroller: "Can you tell, can you say for the record, how it was clear?"

Mr. Krus: "Nine thousand two hundred and fifty carts were what the City wanted prices on."

Comptroller: "Okay and it stated that."

Mr. Krus: "on for the pilot."

Comptroller: "And it stated that?"

Mr. Krus: "The City not only stated --."

Comptroller: "Okay."

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11/20/2013

## MINUTES

Mr. Krus: "the number of carts, but the neighborhoods in which the carts would be placed."

Comptroller: "Okay."

President: "I'll entertain a Motion."

City Solicitor: "So I --."

President: "I'll entertain a Motion. I entertain a Motion, I entertain the Motion, I entertain the Motion."

City Solicitor: "I would like to make a --."

Mr. Jolivet: "May I make a point--?"

President: "I'll entertain a Motion."

City Solicitor: "Mr. Jolivet, I have a Motion to make."

Mr. Jolivet: "Mr. President, may I make a point?"

President: "Are you making a Motion?"

Mr. Jolivet: "I'm protesting, Mr. President."

City Solicitor: "I make a Motion, I MOVE to deny the protest ah um, Rehrig Pacific to the finding of non-responsiveness, to deny the protest being argued by Mr. Jolivet on behalf of the Maryland Minority Contractors Association and to deny the protest being presented by Otto."

President: "Is there a "Second"?"

Mr. Foxx: "Second."

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President: "All in favor say AYE."

President: "All opposed NAY. The Motion carries. The Comptroller **ABSTAINED.**"

Mr. Jolivet: "Mr. President, let the record show favoritism."

\* \* \* \* \*

President: "There being no more business before this Board, the meeting will recess until bid opening at 12 Noon. Thank you."

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

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

November 19, 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 constituents.

We hereby submit protests on the following identified proposed City Department of Transportation's (DOT's) and Bureau of Purchases' contract awards as contained in Your Honorable Board's 11/20/2013 public meeting agenda, which include but are not limited to the following specific contract items.

(1) Proposed contract item No. 1, contained on page 46, "TR 14006, Resurfacing Highways." To bidder, Flanigan at bid price, \$1,959,886.65; our concern with this proposed contract award is that it violates the spirit and intent of the City's M-WBE Ordinance, even though the lowest responsive bidder in fact completely and successfully met and satisfied the contract established M-WBE goals.

#3  
(2) Item No. 1, contained on page 47, which is a proposed City Department of Transportation contract award to lowest responsive bidder, Flanigan at its lowest bid price of \$2,499,261.98. see City DOT contract No. TR14007, our concern with this proposed contract award is identical with our concern stated in item No. one (1) herein;

(3) Item No. 5, contained on page 48, which is a proposed \$983,950.00 contract award to the lowest bidder, Allied Contractors, Inc., for City DOT contract TR14016, "Structural Repairs." Our protests concern is essentially identical as with protest items No. 1 and 2 stated herein, but merely relates to the bidder's very similar and like discrimination against qualified Black or African American-owned WBE subcontractors in the process of meeting the contract established 8% WBE goal. Importantly, we don't believe that the prime bidder for this City contract, nor any other City contract, consistent with fundamental-equal protection mandated "strict scrutiny" principles can lawfully meet a City established M-WBE contract goal by totally excluding Black or African American-owned MBEs or WBEs from the contract. Plain and simple, the City clearly cannot constitutionally enforce and administer a race-ethnic-gender conscious M-WBE set-aside preference program, (which it clearly is doing herein) that excludes and discriminates against Black or African American-owned M-WBE subcontractors in meeting and satisfying the City contract established M-WBE goals.

(4) Item No. 9., contained on page 50, City RP 13811, "Baltimore Playground Project FY '13," which is a proposed \$443,000.00 contract award to low bidder, P. Flanigan & Sons. Importantly, bidder Flanigan wrongly and unlawfully met both the contract established 4% MBE goal, as well as the 1% WBE goal, completely without subcontracting with any Black or African American-owned M-WBE firms;

(5) Item No. 1, contained on page 70, which is a proposed award of Bureau of Purchases' contract solicitation No. B50003032, "Rollout Containers with RFID," to bidder, Toter, LLC., for a contract amount of \$577,827.50 although its total contact bid price was in fact \$1,859,579.00. The Bureau of Purchasing has wrongly and unlawfully stated herein that bidder Toter, LLC., "had the lowest price, "which was totally untrue, as both bidders IPL, LLC., and Refrig Pacific Company had substantially lower bid prices as compared to Toter, LLC.'s, bid.

Our MBE subcontractor members, clients and constituents listed by bidders IPL and Otto Environmental Systems, LLC., would be greatly harmed if Your Honorable Board approves the above referenced City contracts as recommended. Your Honorable Board's kind and favorable approval of these bid protests is greatly appreciated

Respectfully Submitted,

*Arnold M. Jolivet*

Arnold M. Jolivet

Managing Director



OTTO Environmental Systems North America, LLC

12700 General Drive  
Charlotte, North Carolina 28273  
Telephone (704)588-9191  
Facsimile (704)588-5250

September 18, 2013

Ms. Joan M. Pratt, CPA  
Office of the Comptroller  
City of Baltimore  
Room 204 City Hall  
100 North Holliday Street  
Baltimore, Maryland 21202

**Re: Solicitation Number B50003032 – Rollout Containers with RFID**

Dear Ms. Pratt,

On behalf of Otto Environmental Systems North America, Inc. we would like to thank you for the opportunity to present an offering for the above referenced bid.

On Friday November 15, 2013, we received an email with the Notice of Intent for the above referenced bid with the intent to award to Toter, LLC. We have been made aware that during the evaluation process, Otto Environment Systems North America, Inc. was the lowest responsible bidder, but that there were certain deficiencies alleged, that were not revealed to Otto. We were also made aware that there was a deficiency with the next respondent's bid. The deficiency related to materials used within the Toter bid. We have made numerous attempts to contact the Ms. Barbara Ready in the Purchasing Department (as defined in the bid document) via email as well as phone calls with NO response. The communication attempts are outlined below.

Communication Log

Phone attempt #1: Friday 15, 2013 @ 11:50 pm (phone log)  
Phone attempt #2: Friday 15, 2013 @ 12:17 pm (phone log)  
E-mail attempt #1: Monday 18, 2013 @ 10:45 am  
Phone attempt #3: Monday 18, 2013 @ 11:00 am (phone log)

We have been left without recourse due to the lack of communication prior to the Intent to Award. We have made multiple attempts to communicate within the purchasing parameters of the bid. The City of Baltimore's policy allows for a delay in the decision to award due to "Unusual Circumstances" as stated in the Notice of Intent letter we received. It is the position of Otto Environmental that due to our inability to communicate with the City of Baltimore, this situation is deemed "Unusual", and we are requesting that the Board's date for award be delayed until a more complete evaluation can be made. We have been told unofficially that the City of Baltimore found our WBE/MBE participation to be insufficient. We are quite committed to exceeding the required WBE/MBE participation on this solicitation, and we look forward to having a full and detailed conversation.



OTTO Environmental Systems North America, LLC

12700 General Drive  
Charlotte, North Carolina 28273  
Telephone (704)588-9191  
Facsimile (704)588-5250

Otto is committed to working together with the city to establish a local presence and creating a strong partnership with the City of Baltimore. We respectfully request that the City of Baltimore accept this protest so that a complete evaluation may occur prior to award.

Sincerely,

*Matthew Odekirk*

Municipal Manager – Eastern Region  
Otto Environmental Systems North America, Inc.  
704-726-6315  
[modekirk@otto-usa.com](mailto:modekirk@otto-usa.com)

**From:** Kemrey Heinold  
**Sent:** Friday, November 15, 2013 3:16 PM  
**To:** 'Gonzalez, Nancy'  
**Cc:** Ready, Barbara; Parnau, Christine; Sher, Erin; Krus, Timothy  
**Subject:** Protest of Intent to Award : Solicitation Number: B50003032

To Whom It May Concern:

Please review the attached letters explaining Rehrig Pacific's position in regards to Solicitation Number: B50003032 for Roll Out Carts.

We respectfully request that you review our previous letter sent in September- we received no response from any department in regards to our request.

Now, it has been brought to our attention that it is the City's intent to award this contract to a competitor. We would also appreciate your review the letter dated 11-15 that is in regards to our protest of the City's intent to award this contract.

Rehrig Pacific respectfully requests this solicitation not be awarded and rebid with specifications that are not only the most advantageous for the City of Baltimore to receive competitive proposals, but to insure the success of this very important pilot program. Rehrig Pacific is the largest manufacturer of Rollout Containers in North America and has been a partner of the City of Baltimore's recycling program for years in supplying the 32 gallon containers.

We would like an opportunity to speak with the Board of Estimates as it pertains to this matter.

Thank you,

Kemrey L. Heinold  
Rehrig Pacific Company  
Fax: 443-460-2247  
[kheinold@rehrigpacific.com](mailto:kheinold@rehrigpacific.com)



November 15, 2013

City of Baltimore  
Attention: Mayor, Council, Legal, Board of Estimates, and Purchasing  
100 Holliday Street  
Baltimore, MD 21202

RE: Solicitation Number: B50003032 Rollout Containers with RFID

To Whom It May Concern,

Rehrig Pacific has learned that the City of Baltimore has intentions of awarding Solicitation #B50003032 Rollout Containers with RFID on Wednesday November 20<sup>th</sup>. Rehrig Pacific respectfully requests this solicitation not be awarded and rebid with specifications that are not only the most advantageous for the City of Baltimore to receive competitive proposals, but to insure the success of this very important pilot program. Rehrig Pacific is the largest manufacturer of Rollout Containers in North America and has been a partner of the City of Baltimore's recycling program for years in supplying the 32 gallon containers. Our reasoning for this request is based on our experience with municipal programs all over North America as Rehrig is partners with cities such as Los Angeles and Toronto and locally with Howard County, Frederick County, Anne Arundel County, and so on. We have attached the specifics regarding the bid specifications and hope the City will reconsider.

Rehrig Pacific's bid was deemed non responsive and we have attached the letter with our explanation in detail that was sent to Legal and Purchasing on September 27<sup>th</sup>, 2013. This letter also outlines the details of why this solicitation should not be awarded and rebid. Both Legal and Purchasing would not allow for Rehrig's bid to even be reviewed and upon repeated requests for meetings and explanations would not oblige.

We respectfully request that before making the decision to award this solicitation to the deemed only responsive bidder, as all other bidders were disqualified on technicalities, the City rewrite and re-release specifications that are advantageous for lower more competitive pricing and a successful program.

Please see the attached letter for details regarding the specifications.

Respectfully,

*Zach Martin*

Zach Martin  
Rehrig Pacific Company  
Environmental Sales Manager  
[zmartin@rehrigpacific.com](mailto:zmartin@rehrigpacific.com)  
(304) 215-2929

1738 West 20<sup>th</sup> Street · Erie, PA 16502  
Watts: 800-455-8023 · Fax: 814-455-3997  
[www.rehrigpacific.com](http://www.rehrigpacific.com)

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION



September 27, 2013

City of Baltimore  
Ms. Joan Pratt  
Comptroller & Secretary to the Board  
Board of Estimates  
100 Holliday Street; Room 204  
Baltimore, MD 21202

RE: Solicitation Number: B50003032 Rollout Containers with RFID

Dear Ms. Pratt,

Recently, Rehrig Pacific was deemed Non Responsive to Solicitation # B50003032 Rollout Containers with RFID. Rehrig Pacific respectfully requests that the City of Baltimore revisit this decision for the below reasons. Rehrig Pacific is the largest manufacturer of Rollout Containers in North America and supports the two largest municipal programs in Los Angeles and Toronto. Our suggestions in our submission and our explanations below are based on our experience of supplying millions of containers per year for similar programs. We hope the City of Baltimore will reconsider this decision of deeming Rehrig Pacific Non Responsive.

In section GC6 (B) of the RFPs General Conditions of Bid, Proposal, and Contract, “no Offeror will be allowed to offer more than one price on each item. If said Offeror should submit more than one price on any item, all prices for that item will be rejected at the discretion of the City Purchasing Agent.” We believe that upon further review of all bids submitted that you will find that the other Offerors also have multiple prices or estimated values for the items outlined in Section GC6 (B) line items 2-7. The reasoning behind the multiple options and estimated values was based on the City’s suggestion at the pre bid meeting to provide what is in the best interest of the City. We feel that if the City reviews the options we have provided, the City could experience a more cost effective solution that will insure the overall success of the program.

Secondly, it was stated that Rehrig Pacific failed to provide the Maintenance Pricing Options for line items 4-7. Unfortunately, our attachments were omitted from our bid. We understand that can be grounds for rejection, but we have included them for your review. As stated in the above paragraph, the specifications didn’t provide enough information to provide exact costs on line items 4-7 and we strongly suggest reviewing all proposals to see if other bidders are providing a firm price for each line item. We respectfully request the City either dismisses this part of the proposal or rebids based on the bidders ability to provide pricing as specified.

Lastly, the specification regarding “off the shelf software with unlimited users” does not exist in our industry. The City’s request isn’t standard and therefore Rehrig Pacific put forth our best effort in providing the City with the best overall solution based on costs and needs of the program. Again, we respectfully request the City review the details of all proposals as we feel you may find similar terms in our competitors’ proposals.

1738 West 20<sup>th</sup> Street · Erie, PA 16502  
Watts: 800-455-8023 · Fax: 814-455-3997  
[www.rehrigpacific.com](http://www.rehrigpacific.com)

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Rehrig Pacific has been a long time partner of the City of Baltimore supplying a multitude of containers for the recycling program. Our proposal was submitted in the best interest of the City based on the information we received and know about the program. We hope that the City will reconsider its decision and evaluate all of the potential vendors' offers. We respectfully request a meeting to discuss anything in our letter or proposal in order to further explain our reasoning in detail.

Respectfully,

*Zach Martin*

Zach Martin  
Rehrig Pacific Company  
Environmental Sales Manager  
[zmartin@rehrigpacific.com](mailto:zmartin@rehrigpacific.com)  
(304) 215-2929

**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. There were no objections.

Bureau of Purchases - B50003162, Fire Hose  
**BIDS TO BE RECV'D: 11/27/2013**  
**BIDS TO BE OPENED: 11/27/2013**

Bureau of Purchases - B50003202, Polyethylene  
**CANCELLED**

Bureau of Water and Wastewater - SC 905, Improvements to Sanitary Sewers in the Northern Region of High Level Sewer-shed (Sub-sewersheds: Upper Gwynn's Run, Liberty Heights and Lower Gwynn's Run)  
**BIDS TO BE RECV'D: 12/04/2013**  
**BIDS TO BE OPENED: 12/04/2013**

**MINUTES**

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

Bureau of Water and Wastewater - SC 909, Improvements to Sanitary Sewers in the Eastern Portion of the Herring Run Sewershed

Instituform Technologies, LLC  
Layne Inliner LLC  
Spiniello Infrastructure Worldwide  
Inland Waters Pollution Control, Inc.  
Am-Liner East, Inc.  
Metra Industries

Bureau of Purchases - B50003196, Computer Aided Design Programmers for Ryan White Program

SOBO Productions, Inc.

Bureau of Purchases - B50003225, Heavy Rubber Tire Wheel Loaders

\*Correlli Inc.  
JESCO, Inc.  
H&E Equipment Services

\*The bid of Correlli Inc. was considered NON-RESPONSIVE due to THE company's failure to proffer the bid guarantee as mandated by the solicitation instructions.

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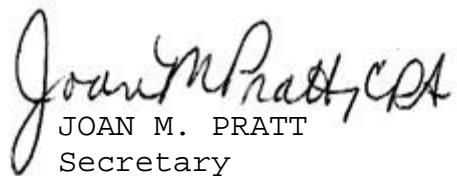
11/20/2013

**MINUTES**Bureau of Purchases - B50003230, Alley Sweepers

THC Enterprises, Inc. t/a  
Mid-Atlantic Waste Systems  
Maryland Industrial Trucks

\* \* \* \* \*

There being no objections, the Board UPON MOTION duly made and seconded, the Board adjourned until its next regularly scheduled meeting on Wednesday, November 27, 2009.



JOAN M. PRATT  
Secretary