

*BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2014*

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*Issued: December 23, 2013  
Work Session: NONE  
Legislative Day No. 1: January 6, 2014*

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*The accompanying notes are  
compiled from unaudited  
information provided by  
the Administration and  
other sources.*



OFFICE OF THE COUNTY AUDITOR

**BALTIMORE COUNTY COUNCIL**

**January 6, 2014**

**NOTES TO THE AGENDA**

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FM-1 (Contract)

Council District(s) All

Office of Budget and Finance

Maintenance Services for Direct Digital Control HVAC Devices

The Administration is requesting approval of a contract with Johnson Controls, Inc. to provide maintenance services for Direct Digital Control heating, ventilating, and air conditioning devices for 10 County-owned building sites. The contract commences upon Council approval, continues for one year, and will automatically renew for four additional 1-year periods, with an option to further extend the initial term or any renewal term an additional 120 days. Compensation for the initial term totals \$39,320. Compensation may not exceed \$211,662 over the entire 5-year and 4-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County <sup>(1)</sup>	\$ 39,320	\$ 211,662	<sup>(1)</sup> General Fund Operating Budget.
State	--	--	<sup>(2)</sup> Flat fee, first-year compensation.
Federal	--	--	<sup>(3)</sup> Maximum compensation over the entire 5-year and 4-month term, including the renewal and extension periods.
Other	--	--	
<b>Total</b>	<u>\$ 39,320</u> <sup>(2)</sup>	<u>\$ 211,662</u> <sup>(3)</sup>	

Analysis

The contractor will furnish all labor, equipment, materials, supervision, and tools to repair, maintain, and/or upgrade its proprietary Direct Digital Control (DDC) heating, ventilating, and air conditioning devices at selected County buildings. DDC devices are used to control heating, ventilating, and air conditioning via microprocessors using software to perform the control logic. These systems are electronically connected which allows operators to monitor, control, alarm, and diagnose building equipment remotely.

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Services include routine trouble shooting/problem diagnosis, preventive maintenance, and emergency services. Additional services include repair or replacement of equipment such as software, panels, controllers, sensors, relays, status devices, and actuators (electric and pneumatic) associated with emergency management systems. In addition, the contractor will provide "full service" annual, bi-annual, or scheduled preventive maintenance at each site. Property Management advised that in 2012, the County had DDC devices installed at the following 10 locations and that this contract is necessary since the 1-year warranty period expired in November 2013.

- Arbutus Senior Center and Arbutus Community Center
- Cockeysville Senior Center
- Edgemere Senior Center
- Fullerton Upper and Lower Buildings
- Human Resources Building
- Parkville Police Station
- Pikesville Police Station
- Public Safety Building
- Towson Police Station
- White Marsh Police Station

Property Management also advised that federal stimulus grant funding was used for the installation of the DDC devices. The County received grant funds totaling \$7.4 million in FY 2010 and FY 2011 for a variety of projects focused on increasing energy efficiency throughout the County, including \$600,000 earmarked for the replacement of outdated energy systems in County government buildings that do not integrate with DDC devices.

The contract commences upon Council approval, continues for one year, and will automatically renew for four additional 1-year periods unless the County provides notice of non-renewal. The County may further extend the contract at the end of the initial term or any renewal term an additional 120 days, on the same terms and conditions. The contractor will be compensated for services in advance at the beginning of each term. Compensation for the initial term totals \$39,320. Compensation may not exceed \$211,662 over the entire 5-year and 4-month term, including the renewal and extension periods as follows:

<u>Year</u>	<u>Annual Payment</u>
1	\$ 39,320
2	40,892
3	42,528
4	43,804
5	45,118
Total	<u>\$ 211,662</u>

The County may terminate the contract by providing 30 days prior written notice. The contract was awarded based on a piggyback of an existing contract that was competitively procured by the Baltimore County Public Schools on September 8, 2010. Property Management advised that it plans to request Council approval of other similar proprietary DDC-device contracts (with other contractors) in the future.

As of December 20, 2013, the contract states that it will be effective January 1, 2014. The Office advised that the starting date of the contract will be revised to allow the contract to commence upon Council approval.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

**FM-2 (Contract)**

**Council District(s) All**

**Department of Public Works**

**General Solid Waste Engineering Assistance**

The Administration is requesting approval of a contract with EA Engineering, Science, and Technology, Inc. to provide on-call solid waste engineering services for County closed landfills and an active landfill. The contract commences upon Council approval, continues for 5 years, and will automatically renew for three additional 1-year periods. Compensation may not exceed \$3 million for the entire 8-year term, including the renewal periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 3,000,000	<sup>(1)</sup> Capital Projects Fund. <sup>(2)</sup> Maximum compensation for the entire 8-year term, including the renewal periods. The contract does not specify a maximum compensation amount for the initial 5-year term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 3,000,000 <sup>(2)</sup>	

**Analysis**

The contractor (“EA Engineering”) will provide general solid waste engineering services at any County-owned solid waste facility (closed or open) as needed. Services will include environmental monitoring, investigations, analyses, and reports related to groundwater, surface waters, and landfill gas. In addition, services will include assisting the County with regulatory requirements and consent orders, assisting with site closure and remedial activities, and completing engineering and design work for on-going or planned construction projects. The Department advised that on-call services are required due to the current workload of the Bureau of Solid Waste Management and the high level of expertise needed to comply with certain regulatory and environmental requirements.

The contract commences upon Council approval, continues for 5 years, and will automatically renew for three additional 1-year periods unless the County provides notice of non-renewal. The contract does not specify a maximum compensation amount for the initial 5-year term. Compensation may not exceed \$3 million for the entire 8-year term, including the renewal periods. The County may terminate the agreement by providing 30 days prior written notice. Funding for this contract will not be encumbered at this time. Rather, contract costs will be charged to specific projects as they are assigned.

Services will be performed at the engineer's cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits.

On August 20, 2013, the Professional Services Selection Committee (PSSC) selected the contractor and ARM Group, Inc. from five submittals based on experience and qualifications. On December 2, 2013, the Council approved an 8-year contract, not to exceed \$3 million, with ARM Group, Inc. for these services.

On September 4, 2007, the Council approved two 7-year contracts for on-call environmental and solid waste engineering services, not to exceed \$3 million each, with EA Engineering and AECOM (formerly Earth Tech Infrastructure, Inc.). On September 17, 2007, the Council approved a 7-year contract, not to exceed \$3 million, with Gannett Fleming, Inc. for the same services. On July 2, 2012, the Council approved an amendment to the contract with EA Engineering, extending the contract by 2 years and increasing the maximum compensation to \$4,434,901. The PSSC selected the three contractors on March 5, 2007 from five contractors based on experience and qualifications. The Department advised that EA Engineering serves as the principal consultant for the Hernwood Landfill, AECOM serves as the principal consultant for the Eastern Sanitary Landfill, and Gannett Fleming was the principal consultant for the Parkton Landfill; however, the Department advised that Gannett Fleming's services are not utilized. The Department also advised that as of December 13, 2013, expended/encumbered amounts for services totaled \$4,403,640 under the EA Engineering contract; \$2,384,002 under the AECOM contract; and \$806,607 under the Gannett Fleming contract.

EA Engineering currently performs sanitary sewer consent decree work under an 8-year, \$6,832,280 contract originally approved by the Council on April 7, 2008 and amended on May 27, 2010 and July 5, 2011. EA Engineering also performs on-call stream restoration design engineering services under a 7-year, \$1 million contract approved by the Council on August 6, 2007, as well as on-call environmental site assessments under a 7-year, \$1 million contract approved by the Council on August 4, 2008.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

### **On-Call Engineering Services for Solid Waste Management**

The scope of services under this contract includes general solid waste engineering assistance for closed landfills and an active landfill, including but not limited to:

- Environmental sampling
- Environmental monitoring
- Environmental reporting
- Engineering design (landfill liner & cap)
- Construction management
- Permit applications
- Investigative research
- General engineering assistance
- Regulatory correspondence and interpretation and recommendations
- Leachate treatment operation and maintenance
- Stormwater management design
- Leachate management studies and design
- Closure study and plans
- Solid waste density calculations
- Landfill life calculations

Professional Services Selection Committee Approval: 08/20/2013

Contract Amount: \$3,000,000

Prepared by: Department of Public Works

BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
APPENDIX A

**BALTIMORE COUNTY, MARYLAND  
INTER-OFFICE CORRESPONDENCE**

**TO:** Fred Homan  
Administrative Officer **DATE:** 11/08/13

**FROM:** Keith Dorsey, Director   
Office of Budget & Finance **COUNCIL MEETING**  
**DATE:** 1/06/14

**SUBJECT:** Public Recordation of Announcement  
of Non-Competitive Awards Charter Sec. 902(f)

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

MA 1889 Intergraph Corporation – for InPursuit Records Management System

This contract with Intergraph Corporation, successor in interest to Denali Solutions LLC, is for the InPursuit Records Management System used by the Police Department to manage incident reports, arrest histories, calls for police service, etc. and is vital to the daily operation of the Police Department and for public safety.

As indicated in Robert R. Stradling's memo dated 7/27/10 the Office of Information Technology requests the creation of a long-term contract with Denali Solutions LLC. The InPursuit Records Management System includes perpetual server and client licenses, software, software and maintenance of the software and demographic interface of the eBooking system, source code deposit with escrow agent related services including training and the option to purchase additional software, support and maintenance, and related services that are necessary to the operation and further enhancement of this intricate database are proprietary to Denali Solutions, Inc. **After a lengthy negotiation period the County and Denali Solutions were not able to come to terms on a long term contract. Denali did agree to the County's standard terms and conditions on MA 1602. MA 1602 was reported to County Council as a non competitive procurement with a not-to-exceed compensation cap, including renewals, of \$1,095,767.00 for the period of 07/30/2010 – 02/11/2011 with nine (9) one-year renewal options subject to an annual price escalation not to exceed 5% on current pricing.**

On or about May 13, 2011 a letter was received notifying the County that Denali Solutions LLC had signed an asset purchase agreement with Intergraph Corporation (Intergraph) with request for the County's consent to the acquisition. The County did consent to this purchase on 6/29/11 and **MA 1889 was created.**

As indicated in Robert R Stradling's memo dated 7/25/13 the Office of Information Technology requests approval to increase the spending cap from

\$1,095,767.00 to \$3,352,805.00 as the County has expanded its use of InPursuit with the addition of the Field Base Reporting module.

The Office of Information Technology once again requested creation of a long term contract to further protect the County. However after speaking with Intergraph it was discovered the County would not gain anything through negotiations with Intergraph and the decision was made to not seek a long term agreement. It was determined at that time to report the increase in compensation of \$2,257,038.00 to County Council.

Amount: \$2,257,038.00

Award Date: 10/08/13

PO 6423

Illinois Tool Works Inc. dba EH Wachs  
Hydro-Vac, Gas, w/ Trailer, Utilities Fullerton FY14

This order is for the purchase of a Hydro-Vac trailer.

As indicated by DPW Director Edward Adams in the memo dated September 24, 2013, the purchase of this equipment will replace an existing unit that is at the end of its serviceable lifespan. The only manufacturer of this light-weight compact size unit is Illinois Tools Works, Inc.

Amount: 31,434.75

Award Date: 11/08/13

c: M. Field  
T. Peddicord  
L. Smelkinson

BALTIMORE COUNTY, MARYLAND  
INTER-OFFICE CORRESPONDENCE

**TO:** Fred Homan  
Administrative Officer

**DATE:** 11/22/13

**FROM:** Keith Dorsey, Director  
Office of Budget & Finance *KMD*

**COUNCIL MEETING  
DATE:** 01/06/14

**SUBJECT:** Public Recordation of Announcement  
of Non-Competitive Awards Charter Sec. 902(f)

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

PO 5010 Chesapeake Fire & Rescue Equipment Inc.  
Fire Department Rescue Equipment

This request is for the purchase of Holmatro Recue Tools for the Fire Department form Chesapeake Fire and Rescue Equipment, Inc.

As indicated in Chief Hohman's memo dated July 10, 2012, the Hurst tools that the Fire Department currently uses do not provide the interoperability within the County's volunteer companies and surrounding jurisdictions. Additionally, the purchase of this equipment will provide for more efficient and safer rescue operations for the county career first line and reserve trucks.

Amount: 897,194.00  
Award Date: 8/31/12

c: M. Field  
T. Peddicord  
L. Smelkinson

BALTIMORE COUNTY, MARYLAND  
INTER-OFFICE CORRESPONDENCE

**TO:** Fred Homan  
Administrative Officer **DATE:** 11/26/13

**FROM:** Keith Dorsey, Director *KAD* **COUNCIL MEETING**  
Office of Budget & Finance **DATE:** 01/06/14

**SUBJECT:** Public Recordation of Announcement  
of Non-Competitive Awards Charter Sec. 902(f)

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

PO 6461 Verizon– Public Works Engineering Construction Contracts  
13012 – RX1, WX2 Campbell Blvd. Verizon Relocation

This purchase order represents relocation of distribution facilities on Campbel Boulevard at Bird River Road under Capital Improvement Contract 13012-RX1, WX2. Verizon owns the distribution facilities and is the only source for this relocation work.

Amount: \$103,651.00  
Award Date: 11/25/13

c: M. Field  
T. Peddicord  
L. Smelkinson