

*BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2015*

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*Issued: December 23, 2014  
Work Session: NONE  
Legislative Day No. 1: January 5, 2015*

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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 5, 2015**

**NOTES TO THE AGENDA**

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**BALTIMORE COUNTY COUNCIL AGENDA  
LEGISLATIVE SESSION 2014, LEGISLATIVE DAY NO. 1  
JANUARY 5, 2015 6:00 P.M.**

CEB = CURRENT EXPENSE BUDGET  
BY REQ. = AT REQUEST OF COUNTY EXECUTIVE

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**CALL OF BILLS FOR FINAL READING AND VOTE**

NONE

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

**KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE**

- 1 1. Amendment to Contract - Clifton Larsen Allen, LLP - Auditing services - financial records -  
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- 3 2. Contracts - (2) - Asbestos abatement and reinsulation services - OBF
- 5 3. Amendment to Contract - Johnson Controls, Inc. - Direct digital control HVAC - Arbutus Library  
- OBF

**ED ADAMS, DIRECTOR, DEPARTMENT OF PUBLIC WORKS**

- ~~WITHDRAWN 4. Amendment to Contract - Wallace, Montgomery and Associates - Civil engineering services - Jones Falls - PW~~

**GEORGE GAY, DIRECTOR, OFFICE OF HUMAN RESOURCES**

- 8 5. Contracts - (6) - Computer training consulting services - OHR

**MISCELLANEOUS BUSINESS**

**COUNCIL**

- 1. Res. 1-15 - Mrs. Almond - Property Tax Exemption - DAV - LaJoie Grimes, Jr.

**FM-1 (Contract Amendment)****Council District(s) All****Office of Budget and Finance****Auditing Services – Financial Records**

The Administration is requesting an amendment to a contract with CliftonLarsonAllen, LLP (formerly Clifton Gunderson, LLP) to continue to provide auditing services for the County's annual financial statements and federal financial assistance/awards programs, as well as other auditing services as requested. The current 9-year contract expires on December 31, 2014. The amendment extends the agreement by an additional 1-year period (January 1, 2015 through December 31, 2015) to allow time to solicit a new contract for these services. The maximum compensation clause in the original contract remains unchanged; compensation may not exceed the amount appropriated for these services. Estimated compensation for the 1-year amendment period totals \$278,000, increasing the estimated compensation of the contract from \$1,899,339 to \$2,177,339.

**Fiscal Summary**

<b>Funding Source</b>	<b>Contract Amendment</b>	<b>Current Total Compensation</b>	<b>Amended Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 278,000	\$ 1,899,339	\$ 2,177,339
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 278,000</u> <sup>(2)</sup>	<u>\$ 1,899,339</u>	<u>\$ 2,177,339</u> <sup>(3)</sup>

<sup>(1)</sup> General Fund Operating Budget.

<sup>(2)</sup> Estimated compensation for the 1-year contract amendment. Compensation may not exceed the amount appropriated.

<sup>(3)</sup> Estimated compensation for the entire 10-year term, including the additional 1-year renewal period.

### Analysis

Under the proposed amendment, the contractor will continue to audit the County's financial statements (i.e., Baltimore County primary government and the Employees' Retirement System) and the County's federal financial assistance/awards programs (Single Audit). Upon request, the contractor may provide auditing/audit-related services for the Comcast rate review; landfill closure and post-closure costs; fire protection expenditures; Maryland 911 Emergency Number Center; Local Management Board; and comfort or consent letters related to the issuance of debt. The contractor may also assist the County in the implementation of new accounting standards and provide consultation services on other related financial issues as requested.

The Office advised that since the current contract expires on December 31, 2014, the 1-year extension will allow the time needed to solicit a new contract for these services.

On September 19, 2005, the Council approved the original 9-year contract, commencing January 1, 2006. This amendment extends the agreement by an additional 1-year period (January 1, 2015 through December 31, 2015). The maximum compensation clause in the original contract remains unchanged; compensation may not exceed the amount appropriated for these services. Estimated compensation for the 1-year amendment period totals \$278,000, increasing the estimated compensation of the contract from \$1,899,339 to \$2,177,339. All other terms and conditions remain the same. The County may terminate the agreement by providing 30 days prior written notice.

The original contract was awarded through a competitive procurement process based on qualifications and low bid from three bids received. The Office advised that as of December 12, 2014, \$1,899,339 has been expended/encumbered under this contract.

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 (2 Contracts)

Council District(s) All

Office of Budget and Finance

Asbestos Abatement and Reinsulation Services

The Administration is requesting approval of two contracts to provide on-call asbestos abatement and reinsulation services at various County-owned and/or operated facilities. The two contractors are Colt Insulation, Inc. and San Dow Construction, Inc. The contracts commence upon Council approval, continue for 1 year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contracts do not specify a maximum compensation for the initial 1-year term. Maximum compensation for both contractors combined may not exceed \$1,098,169 for the entire 5-year and 4-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County <sup>(1)</sup>	\$ 1,098,169	<sup>(1)</sup> General Fund Operating Budget or Capital Projects Fund, depending on the nature of the work. <sup>(2)</sup> Maximum compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term.
State	--	
Federal	--	
Other	--	
<b>Total</b>	<u>\$ 1,098,169</u> <sup>(2)</sup>	

Analysis

The contractors will furnish all labor, materials, tools, equipment, fuel, and supervision to perform the required asbestos abatement and reinsulation work at various County-owned and/or operated facilities as needed. Colt Insulation, Inc. will serve as the primary contractor, and San Dow Construction, Inc. will serve as the secondary contractor. Unit prices for commodities to be provided by Colt Insulation, Inc. range from \$4 per fiberglass insulation fitting to \$20 per gallon

for mastic. Hourly labor rates are \$30 for regular time and \$35 for overtime for asbestos removal and \$46 for both regular and overtime for reinsulation services. Unit prices for commodities to be provided by San Dow Construction, Inc. range from \$0.59 per asbestos removal bag to \$68 per roll of poly sheeting. Hourly labor rates are \$35 for regular time and \$53 for overtime for both asbestos removal and reinsulation services.

The contracts commence upon Council approval, continue for 1 year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for both contractors combined may not exceed \$1,098,169 for the entire 5-year and 4-month term, including the renewal and extension periods. In addition, the contract with Colt Insulation, Inc. states that compensation may not exceed \$1,006,074 over the entire 5-year and 4-month term, including the renewal and extension periods. Funding for these contracts will not be encumbered at this time. Rather, contract costs will be charged as project tasks are assigned.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice.

The contracts were awarded through a competitive procurement process based on the lowest bids from three responsive bids received. The lowest bidder was deemed non-responsive.

On January 19, 2010, the Council approved 5-year and 4-month contracts with Colt Insulation, Inc. (compensation limited to \$935,579) and C.C.A.P.S. Construction, LLC with compensation for both contractors combined not to exceed \$964,376 to provide similar services. The Office advised that expenditures/encumbrances as of December 16, 2014 totaled \$266,558 under these contracts (\$257,752 to Colt Insulation, Inc. and \$8,806 to C.C.A.P.S. Construction, LLC).

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-3 (Contract Amendment)

Council District(s)   1  

## Office of Budget and Finance

## Direct Digital Control HVAC – Arbutus Library

The Administration is requesting an amendment to a contract with Johnson Controls, Inc. to provide maintenance services for Direct Digital Control heating, ventilating, and air conditioning (HVAC) devices for various County-owned building sites. The amendment, which commences January 1, 2015, incorporates into the 5-year and 4-month agreement the provision of HVAC services for the Arbutus Library, and increases the estimated compensation of the contract by \$13,911, from \$211,662 to \$225,573. The original contract commenced January 6, 2014.

## Fiscal Summary

<b>Funding Source</b>	<b>Contract Amendment</b>	<b>Current Maximum Compensation</b>	<b>Amended Maximum Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 13,911	\$ 211,662	\$ 225,573
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 13,911</u> <sup>(2)</sup>	<u>\$ 211,662</u>	<u>\$ 225,573</u> <sup>(3)</sup>

<sup>(1)</sup> General Fund Operating Budget.

<sup>(2)</sup> Maximum compensation for the provision of Arbutus Library HVAC services for the remaining 4-year and 4 month term of the contract.

<sup>(3)</sup> Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods.

## Analysis

The contractor furnishes all labor, equipment, materials, supervision, and tools to repair, maintain, and/or upgrade its proprietary Direct Digital Control (DDC) HVAC devices at selected County buildings. DDC devices are used to control HVAC 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.

Services include routine troubleshooting/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 provides "full service" annual, bi-annual, or otherwise scheduled preventive maintenance at each site.

In 2012, the County had DDC devices installed at the following 10 locations for which the contractor currently provides services under a 5-year and 4-month contract approved by the Council on January 6, 2014:

- 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

When the Property Management Division assumed oversight of all Baltimore County Public Library maintenance, it identified the Arbutus Library as having Johnson Controls, Inc. system components. The proposed amendment, which commences January 1, 2015, adds the Arbutus Library to the list of buildings to be serviced and increases the maximum compensation of the contract by \$13,911, from \$211,662 to \$225,573. All other terms and conditions remain the same. The County may terminate the agreement by providing 30 days prior written notice.

The additional services will increase the contractor's yearly compensation, beginning in year two, as follows:

Year	Original Payment	Amended Payment
1	\$ 39,320	\$ 39,320
2	40,892	44,168
3	42,528	45,935
4	43,804	47,347
5	45,118	48,803
Total	<u>\$ 211,662</u>	<u>\$ 225,573</u>

As of December 12, 2014, \$39,320 has been expended under this contract.

The original contract was awarded based on a piggyback of a contract that was competitively procured by Baltimore County Public Schools on September 8, 2010.

On October 6, 2014, the Council approved a 5-year and 4-month contract with compensation not to exceed \$312,100 with Johnson Controls, Inc. to provide maintenance and minor repair services for three HVAC chiller systems at the Baltimore County Detention Center.

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-5 (6 Contracts)

Council District(s) All

## Office of Human Resources

## Computer Training Consulting Services

The Administration is requesting approval of six contracts to provide computer training and consulting services for County employees on an as-needed basis. The contracts commence upon Council approval, continue for 1 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 90 days. Compensation may not exceed the amount appropriated for these services during the entire term of the contract. Estimated compensation totals \$130,000 for the six contractors combined for the initial 1-year term and \$1,000,000 for the entire 5-year and 3-month term, including the renewal and extension periods.

## Fiscal Summary

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 130,000	\$ 1,000,000	<sup>(1)</sup> General Fund Operating Budget.
<b>State</b>	--	--	<sup>(2)</sup> Estimated compensation for the six contractors combined for the initial 1-year term.
<b>Federal</b>	--	--	<sup>(3)</sup> Estimated compensation for the six contractors combined for the entire 5-year and 3-month term, including the renewal and extension periods.
<b>Other</b>	--	--	
<b>Total</b>	\$ 130,000 <sup>(2)</sup>	\$ 1,000,000 <sup>(3)</sup>	

## Analysis

The contractors will provide computer training and consulting services for County employees consisting of basic and advanced instruction related to personal computer software, hardware, and networking. Services are provided on an as-requested basis to meet the County's training needs. Classes are held in the County's Computer Training Center, at satellite County government locations, and occasionally at a contractor's training facility. Most training classes

range from one-half day to 3 days of instruction. The County will provide the written materials for the core courses (e.g., Word, Excel, Windows) and the contractors will provide the written materials for the more technical courses (e.g., JAVA, Oracle, Linux). The Office of Human Resources' Training Division will manage, coordinate, and assess the performances of the contracted training providers. The contractors, courses, and hourly rates are as follows:

Contractor	Number of Course Topics	Hourly Rates for Sessions <sup>(1)</sup>
Answer Quest Technologies, Inc.	26	\$55.00 to \$81.25
CCBC	10	\$67.50 to \$92.50
Crown Consulting Group, LLC	14	\$47.04
Homeland Security & Management Solutions, Inc.	30	\$40.16 to \$42.50
Knowlogy Corporation	3	\$162.50 to \$187.50
Logical Ventures, Inc.	24	\$65.00 to \$102.25 <sup>(2)</sup>

<sup>(1)</sup> Excludes course development/customization rates, which will be negotiated on an as-needed basis.

<sup>(2)</sup> Excludes rates for Level 1 and Level 2 ArcGIS training, which are reflected in the contract as \$14,140/2 days and \$21,210/3 days, respectively, since the Office advised it would not be utilizing this contractor for these courses.

The Office advised that 1,908 employees received computer training in FY 2014 at a cost of \$142,971.

The contracts commence upon Council approval, continue for 1 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 contracts at the end of the initial term or any renewal term for an additional 90 days on the same terms and conditions. Each contract establishes a fee schedule stating the price to be charged for each training session and provides that in no event shall the compensation paid to the contractor exceed the amount appropriated for these services during the entire term of the contract. The Office advised that estimated compensation totals \$130,000 for the six contractors combined for the initial 1-year term and \$1,000,000 for the entire 5-year and 3-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U) as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on

the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice.

The contracts were awarded through a competitive procurement process based on low bid from 11 bids that were received.

On November 1, 2004, the Council approved 11 contracts for similar services that expired on June 30, 2014. The 11 contractors are as follows:

- GIS Solutions, Inc.
- Logical Ventures, Inc.
- UMBC Training Centers, LLC
- Edwards Industries, LLC
- Gateway Technical Services, Inc.
- Answer Quest Technologies, Inc.
- Jeff Markiewicz & Associates LLC
- ASM Educational Center, Inc.
- CCBC Workforce Development
- Towson University Center for GIS
- Maverick Solutions, Inc.

On August 4, 2014, the Council approved 1-year contract amendments with three of these contractors (Answer Quest Technologies, Inc., CCBC, and Logical Ventures, Inc.) that extended the agreements until June 30, 2015 to allow time to solicit new contracts (this fiscal matter) for computer training services. The Office advised that as of December 19, 2014, \$944,889 has been expended/encumbered under the 11 contracts.

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....”