

*BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2020*

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*Issued: March 5, 2020  
Work Session: March 10, 2020  
Legislative Day No. 6: March 16, 2020*

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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**

**March 16, 2020**

**NOTES TO THE AGENDA**

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**AGENDA  
BALTIMORE COUNTY COUNCIL  
LEGISLATIVE SESSION 2020, LEGISLATIVE DAY NO. 6  
MARCH 16, 2020 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**

NO BILLS

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

**ROB O'CONNOR, DIRECTOR, DEPARTMENT OF INFORMATION TECHNOLOGY**

- 1 1. Contracts – (2) – Audio visual (AV) and video hardware services - OIT
- 5 2. Purchase Order – Remy Corporation – Staffing services – Project Manager–Implementation of Workday ERP System -OIT

**DEBRA SHINDLE, PROPERTY MANAGEMENT**

- 9 3. Amendment #2 to Agreement – Gipe Associates, Inc. – On-call mechanical/electrical engineering services-PM

**STEVE WALSH, DIRECTOR, DEPARTMENT OF PUBLIC WORKS**

- 12 4. Contract – Newgen Strategies and Solutions, LLC – Comprehensive Business Process Review- Water/Sewer Services-DPW

**DAVID LYKENS, DIRECTOR, DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY**

- 17 5. Contracts – (2) – On-call urban tree planting services - DEPS

**MISCELLANEOUS BUSINESS**

**COUNCIL**

- 23 1. Correspondence - (a)(4) - Non-Competitive Awards (February 10, 2020)
- 21 2. Res. 31-20 – Mr. Marks – Support – Main Street Maryland Designation – MDHCD – Towson
- 3. Res. 32-20 – Mr. Kach – Property Tax Exemption – DAV – James Gulley
- 4. Res. 33-20 – Mr. Jones – Property Tax Exemption – DAV – Marvin Carter

**FM-1 (2 Contracts)**

**Council District(s) All**

**Office of Information Technology**

**Audiovisual (AV) and Video Hardware and Services**

The Administration is requesting approval of two contracts, with Daly Computers, Inc. and with Strategic Communications, LLC, to provide audiovisual (AV) and video hardware and related services on an on-call, as needed basis. Each contract commenced December 1, 2019, continues through March 31, 2020, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts will continue through November 30, 2020, and will renew automatically for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days. The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 3-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Estimated combined compensation totals \$300,000 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. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Combined Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 300,000	\$ 1,000,000 <sup>(3)</sup>
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 300,000</u> <sup>(2)</sup>	<u>\$ 1,000,000</u>

<sup>(1)</sup> Capital Projects Fund (Enhanced Productivity Thru Technology) and Equipment Financing Program.

<sup>(2)</sup> Estimated compensation for both contractors combined for the initial 1-year term.

<sup>(3)</sup> Estimated compensation for both contractors combined for the entire 5-year and 3-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation. Compensation may not exceed the amount appropriated for these services for the entire contract term.

### Analysis

The County will enter into two contracts, with Daly Computers, Inc. and with Strategic Communications, LLC, to provide audiovisual (AV) and video hardware and related services on an on-call, as needed basis. The contractors will provide all labor, technical expertise, supervision, materials, freight charges, transportation, equipment, and parts required to perform consultation, troubleshooting, maintenance, repairs and/or installation services.

The Office advised that the primary purpose for procuring AV specific on-call contractors is to provide improved support for the following highly critical County operations: the 911 Centers; the Emergency Operations Center; the Police Command and Control Center; and the County Health Department Emergency Operations Center. The Office also advised that the County traditionally has met its need for AV equipment and related services through purchases under piggyback agreements; however, the advancement and proliferation of AV technology has expanded the County's needs beyond the existing agreements and the expertise of current staff. The Office further advised that while the videoconferencing needs of the Police Department and the County Courts continue to grow, there are significant operational costs savings due to decreased detainee and inmate transport, as well as faster resolution of court-related processes (e.g., initial appearances).

The contracts provide discount pricing off the manufacturer's suggested retail price (ranging from 1% to 57%), depending on the manufacturer and product. Hourly labor rates range from \$55 to \$130, depending on the contractor and service category (e.g., non-technical labor, programming).

Each contract commenced December 1, 2019, continues through March 31, 2020, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts will continue through November 30, 2020, and will renew automatically for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 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 or for the entire 5-year and 3-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Estimated combined compensation totals \$300,000 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. The Office advised that it does not expect to incur costs under the contracts prior to Council approval. The County may terminate the agreements by providing 30 days prior written notice.

This County awarded the contracts through a competitive procurement process based on qualifications from 8 proposals received.

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....”



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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**Summary** – This fiscal matter is new contracts with both Daly Computers and Strategic Communications, Inc. for audio visual (AV) and video hardware, and services necessary to install, and configure the hardware for optimal use. The County reserves the right to add and remove equipment as may be required.

Daly Computers and Strategic Communications, Inc. will provide all labor, technical expertise, supervision, materials, freight charges, transportation, equipment and parts required to perform consultation, troubleshooting, maintenance, repairs and/or installation services requested by the County.

**History** – Baltimore County AV equipment purchases and installation have traditionally been low dollar purchases procured through piggyback agreements. AV Technology has advanced becoming more readily used in everyday business. With that advancement the County's need for AV equipment grew and with that growth came the need for immediate, available maintenance.

Through existing agreements, the County does not have the breadth of support required to manage our AV systems. As such, it was decided to build a competitive solicitation for AV equipment and services. The County has awarded two (2) vendors to ensure availability of both equipment and services, at the best price.

**Purpose** – The primary purpose for procuring Audio Visual specific on-call contractors is to provide improved support for highly critical County operations: the Towson and Gilroy 911 Centers, the Emergency Operations Center in the Historic Courthouse, the Police Command and Control Center in the Public Safety Building, and the County Health Department Emergency Operations Center in Drumcastle Government Center. The technology, and therefore the capabilities, of these three areas has been increased substantially recently and require support expertise that we do not have within our current staff. Also, we are finding that the needs of the Police Department and the County Courts are growing in regards to video conference which will provide significant operational cost savings due to decreased detainee and inmate transport, as well as faster resolution of court related processes like Initial Appearances.

**Fiscal Impact** – If approved by Council, the total compensation will not exceed the approved appropriation during the entire term of the agreement including renewal periods.

Prepared by: Office of Information Technology

**FM-2 (Contract)**

**Council District(s) All**

**Office of Information Technology**

**Staffing Services – Project Manager – Implementation of Workday ERP System**

The Administration is requesting approval of a contract with Remy Corporation, an information technology (IT) staffing company, for assistance related to the direct hire of a project manager for the Workday Enterprise Resource Planning (ERP) system. The contract commenced February 1, 2020 and continues through June 30, 2020. Compensation may not exceed \$30,000. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 30,000	(1) Capital Projects Fund (Enhanced Productivity Thru Technology Project). (2) Maximum compensation for the project.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 30,000 <sup>(2)</sup>	

**Analysis**

On January 21, 2020, the Council approved a 10-year contract estimated to total \$25.3 million with Workday, Inc. for the purchase of human capital management and financial management ERP services. This information technology solution will replace the County's current CGI Advantage systems for financial management, human resources management, and performance budgeting. The contractor will provide direct hire staffing services to assist the Office with the selection of a qualified candidate who will serve as project manager of the Workday ERP system. The project manager will oversee the testing, implementation, and support of the County's Workday ERP software.



The County will pay the contractor a referral fee in the amount of 20% of the selected candidate's first-year base salary, and the contractor will guarantee the candidate for the first 30 days of employment. (Based on a maximum compensation amount of \$30,000, the first-year base salary would be \$150,000.) If the County or employee decides to terminate employment within this 30-day period, the contractor agrees to replace the employee for no additional fee; if the County elects not to seek a replacement, the contractor will refund a prorated portion of the placement fee.

The contract commenced February 1, 2020 and continues through June 30, 2020. Compensation may not exceed \$30,000. The County may terminate the agreement by providing prior written notice.

The Office requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County. The Office advised that its attempts to hire a project manager for the Workday ERP system on three separate occasions through the standard Office of Human Resources hiring process did not produce a viable candidate for the position, and none of the County's existing temporary IT consultants had direct experience implementing the Workday ERP system. The Office indicated that without assistance from a staffing company to fill the project manager position, testing, training, and implementation of the new ERP system for both Financials and Human Resources would be severely delayed, and the County would be forced to continue paying for annual maintenance of the existing ERP software. The Office further noted that time is of the essence with regard to the Workday ERP implementation, as the goal is to have the system live at the beginning of FY 2022. As a result, the Office advised that it would be in the best interest of the County to engage an IT staffing company, which could recommend and place a candidate who specializes in the implementation of ERP software, with specific experience related to Workday. The Office further advised that the contractor has provided the County with a list of candidates for consideration to fill the project manager position.

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

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...." Since services have commenced prior to

Council approval, we believe this situation may constitute a violation of the aforementioned section of the County Charter.



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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**Summary** This fiscal matter is for a Purchase Order (PO) contract with Remy Corporation for Information Technology (IT) staffing services to connect a candidate with Baltimore County Office of Information Technology (OIT) to be the Project Manager for the Workday implementation.

**History** Prior to considering the services of a staffing firm, the Office of Information Technology advertised a permanent Project Manager position through the Office of Human Resources (HR) on three (3) separate occasions. In each case, the job postings advertised through HR did not produce any viable candidates. Had a candidate been selected through the HR hiring process, the Project Manager would have been assigned to the County's implementation of the Workday ERP System.

After the Office of Information Technology was unsuccessful at obtaining a qualified candidate through the HR hiring process, the agency considered engaging a temporary consultant through several existing ITCATS (IT Consultant) Master Agreements. However, none of the existing contractors have direct experience implementing the Workday ERP system.

Remy Corporation, a nationwide IT staffing company, is a recognized Workday Advisory Partner with qualified candidates who specialize in Workday software, to include Analysts, Developers, QAs, DBAs, and Executives. Remy offers temporary contract consultants, contract-to-hire consultants, and direct hire consultant consultants.

Since the County has been unsuccessful at finding a permanent employee through the standard hiring process, and, unable to obtain a temporary consultant through existing Agreements, it is in the best interest of Baltimore County to engage with an IT Staffing company, such as Remy Corporation, who can recommend and place a candidate who specializes in the implementation of ERP software, with specific experience related to Workday.

**Purpose** The purpose of this contract is to provide the County with a Project Manager with experience in implementing IT ERP software for Baltimore County's Workday implementation.

**Fiscal Impact** If approved by Council, the Total Compensation Paid to the Contractor Shall Not Exceed \$30,000.00 during the entire term of the Agreement, unless approved by the Baltimore County Council.

Prepared by: Office of Information Technology

FM-3 (Contract Amendment)

Council District(s) All

**Property Management**

**On-Call Mechanical/Electrical Engineering Services**

The Administration is requesting a second amendment to a contract with Gipe Associates, Inc. for continued on-call mechanical and electrical engineering services for various County buildings. The proposed amendment increases the maximum compensation by \$400,000, from \$750,000 to \$1,150,000, for the entire 6-year term of the contract, including the renewal periods. The contract commenced February 16, 2016. See Exhibit A.

**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>	\$ 400,000	\$ 750,000	\$ 1,150,000
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 400,000</u> <sup>(2)</sup>	<u>\$ 750,000</u>	<u>\$ 1,150,000</u> <sup>(3)</sup>

<sup>(1)</sup> Capital Projects Fund.

<sup>(2)</sup> Additional compensation for the entire 6-year term, including the renewal periods.

<sup>(3)</sup> Maximum compensation for the entire 6-year term, including the renewal periods.

**Analysis**

Under the proposed second amendment, the contractor will continue to provide on-call professional mechanical and electrical engineering services, including consultant reports, feasibility studies, sketches, schematic design, design development, construction documents, cost estimates, construction administration, and other assistance on various projects for County buildings.

Services are performed at the contractor'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. The additional funding for this contract will not be encumbered at this time. Rather, contract costs will be charged to specific project tasks as they are assigned.

On February 16, 2016, the Council approved the original contract with compensation not to exceed \$750,000 for the entire 4-year term. On October 24, 2019, the Administrative Officer approved the first amendment to the contract, adding two automatic 1-year renewal periods (extending the term to February 15, 2022). The County's financial system indicated that as of February 21, 2020, \$688,019 had been expended/encumbered under the contract.

The proposed second amendment increases the maximum compensation for the contract by \$400,000, from \$750,000 to \$1,150,000, for the entire 6-year term, including the renewal periods. All other terms and conditions remain the same. The County may terminate the agreement by providing 30 days prior written notice.

Property Management advised that the proposed amendment is necessary due to the installation of commercial washers (extractors) and dryers at fire stations and the replacement of outdated generators at police and fire stations. Property Management further advised that the County is in the early stages of rebidding this contract to secure additional vendors.

On December 5, 2014, the Professional Services Selection Committee (PSSC) selected the contractor from 26 submittals, of which 5 were disqualified.

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...."



**COUNCIL ACTION REQUEST FORM  
EXECUTIVE SUMMARY**

**On-Call Mechanical and Engineering Services Agreement-Funding Increase  
Gipe Associates, Inc.**

Property Management is requesting an increase to the NTE for Gipe Associates, Inc. in order to handle an increased need for mechanical and electrical engineering services throughout Baltimore County, MD.

At this time, we are requesting the current NTE be increased from \$750,000.00 to \$1,150,000.00, which is an increase of \$400,000.00.

**THE PROJECT SCOPE**

Gipe Associates, Inc. was selected by the Professional Services Selection Committee on December 5, 2014 to provide on-call mechanical & electrical engineering services to include, but not limited to, consultant reports, feasibility studies, sketches, schematic design, design development, construction documents, cost estimates, construction administration, and other assistance on various projects in County Buildings.

**SCOPE:**

Provide on-call mechanical & electrical engineering services for consultant reports, feasibility studies, sketches, schematic design, design development, construction documents, cost estimates, construction administration, and other assistance on various projects in County Buildings.

**ORIGINAL AGREEMENT**

Upset Limit: \$750,000.00

**THIS AMENDMENT:**

<u>Upset Limit</u>	<u>This Amendment</u>	<u>Total Agreement</u>
	\$400,000.00	\$1,150,000.00

**First Amendment**

Time Extension Only

Prepared by: Property Management

FM-4 (Contract)

Council District(s) All

**Department of Public Works**

**Comprehensive Business Process Review – Water/Sewer Services**

The Administration is requesting approval of a contract with NewGen Strategies and Solutions, LLC to provide a comprehensive Business Process Review of water and sewer services provided by the County and Baltimore City. The contract commences upon Council approval, continues through April 1, 2021, and may be extended by an additional 90 days. Compensation may not exceed \$975,000 for the entire approximate 1-year and 3-month term, including the extension period. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 975,000	<sup>(1)</sup> Metropolitan District funds.
<b>State</b>	--	<sup>(2)</sup> Maximum compensation for the entire approximate 1-year and 3-month term, including the extension period.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 975,000</u> <sup>(2)</sup>	

**Analysis**

Baltimore County’s and Baltimore City’s responsibilities for the management of their shared public water and sewer system are dictated through inter-governmental agreements reached in 1972 and 1974, respectively. The City operates raw water reservoirs, water pipelines, water filtration plants, treated water tanks and reservoirs, water pumping stations, and sewer treatment plants. The City provides water and sewer services to all customers located within City limits, as well as water services to customers in the County and other surrounding jurisdictions. The County maintains sewer pipelines and sewer pumping stations within the County and provides sewer and drainage services to customers located in its Metropolitan District. The County is responsible for

the capital planning, budgeting, and management of the water distribution system that serves County customers, and is responsible for the construction, maintenance, and operations of the sewer collection and conveyance system within the Metropolitan District. The agreements dictate the formulas that provide for shared costs. County residents and businesses connected to the public water and sewer system are billed by the County for sewer services and by the City for water services; each jurisdiction is responsible for setting its own rates.

The contractor will provide a comprehensive Business Process Review (BPR) of the water and sewer system services provided by the County and the City, which will include the following six tasks:

- Evaluate the existing City-County service agreements for water and sewer services.
- Review the City and County organizational structure and governance models: The contractor will review the existing organizational structure within the City and the coordinated inter-governance model, specifically with reference to the delivery of water and sewer utility services. The contractor will also provide examples of effective multi-government coordinated utility service delivery models, along with a case review for each governance model identified.
- Review staffing: The contractor will review the existing staffing levels in the City and the County for key functional areas of water and sewer service delivery, provide observations on the staff's overall skill levels, identify skill set gaps, and perform a high level review of the City's and County's human capital management processes.
- Evaluate water and sewer system planning and management: The contractor will review the existing water and sewer management functions including capital project planning; water loss management programs; drought response planning; safety programs and risk management; source water protection and land use management planning; performance management and continuous improvement; inter-jurisdiction communication; information technology systems and disaster recovery; and sewer capacity planning.
- Assess meter to cash operations: The contractor will review meter and billing operations, including the existing processes related to meter reading and services, billing and adjustments, settlements, and collections functions. In addition, the contractor will review the County's water service revenue collection and annual reconciliation process, data transfer framework between the County and City, the County's sewer billing and meter applications permitting process, and customer service performance.



- Review field operations: The contractor will review existing management operations coordination between the County and the City, including any protocols that are specifically pertinent to water main and road restoration and the complaint resolution process.

The Department advised that the goals of the BRP include: assurance of effective delivery of high quality and sustainable water and sewerage services, and delivery of service excellence to City and County customers.

The contractor will conduct meetings, interviews, and work sessions as needed, including a kickoff meeting upon execution of the contract, and status meetings at the end of June and September. The contract provides for completion dates for each of the six tasks with an accompanying summary memo. The contractor will deliver a preliminary Findings and Recommendations Report no later than November 15, 2020, and a final Findings and Recommendations Report no later than December 15, 2020.

The County will pay the contractor \$845,500 for all work within the scope of services. The County will retain 10% until all tasks have been completed and the final report has been delivered. The contractor may also bill the County to cover work outside the defined scope of services at a blended hourly rate of \$225, excluding legal services. If legal services are required, the contract states that the contractor and the County shall negotiate an hourly rate.

The contract commences upon Council approval, continues through April 1, 2021, and may be extended for an additional 90 days on the same terms and conditions. Compensation may not exceed \$975,000 for the entire approximate 1-year and 3-month term, including the extension period. The County may terminate the agreement by providing 30 days prior written notice.

The Department advised that the County will pay for the study since it initiated it, and the City has agreed to participate in the substantial work involved in the study.

The County awarded the contract through a competitive negotiations process after the County's Request for Proposals yielded four proposals.

On August 5, 2019, the Council passed Resolution 82-19, urging the County Administration to investigate, along with representatives of State government, Baltimore City, and the counties

served by the Metropolitan District law, the feasibility of creating an independent regional water/sewer management authority to handle the region's water and sewer needs.

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...."



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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The City of Baltimore (City) and Baltimore County, Maryland (County) are separate and distinct municipal entities that have, both distinct and coordinated responsibilities for providing water and sewer services.

1. The Contractor shall provide a Comprehensive Business Process Review ("The Review") of Water/ Sewer Services provided by the City and County, with a vision of creating the Utility of the Future, where the inter-governmental coordination and the City and County business processes and policies fulfill key goals, including:

- Assurance of effective delivery of high quality and sustainable water and sewerage services.
- Delivery of service excellence to City and County Customers.

2. The Review shall be conducted through six (6) total tasks as follows:

- Task 1- Evaluate City-County Existing Service Agreements for Water/ Sewer Services
- Task 2- Review the City and County Organizational Structure and Governance Models
- Task 3- Review Staffing
- Task 4- Evaluate Water and Sewer System Planning and Management
- Task 5- Assess Meter to Cash Operations
- Task 6- Review Field Operations

3. The key deliverables to be provided through The Review include:

- Task 1- Summary of existing service agreements and observations on the information provided by the City-County Leadership Team
- Task 2- Summary of existing organizational structure and governance models and observations including case review examples of governance models.
- Task 3- Summary of existing staffing and observations including best practices
- Task 4- Summary briefing and observations of items requested in Task 4.
- Task 5- Summary briefing and observations of items requested in Task 5.
- Task 6- Summary assessment of field operations and customer service processes.
- Meetings, interviews, work sessions as needed to fulfill Tasks 1-6.
- Working Briefings- Attend at least four internal working briefing sessions with the Leadership Team.

Prepared by: Department of Public Works

FM-5 (2 Contracts)

Council District(s) All

**Department of Environmental Protection and Sustainability**

**On-Call Urban Tree Planting Services**

The Administration is requesting approval of two contracts, with Level Land, Inc. and Wright Environmental & Land Services, LLC, to provide on-call site preparation, tree planting, monitoring, and maintenance for “urban” (landscape-style) tree planting projects in support of the County’s efforts to meet its reforestation requirements under the Maryland Forest Conservation Act and its Phase II Chesapeake Bay Watershed Implementation Plan. Each contract commences upon Council approval, continues for three years, and will renew automatically for three additional 1-year periods (for planting and maintenance), and then for one additional year for maintenance only, if required. The County may extend the agreements at the end of the initial term or any renewal term for an additional 90 days. The contracts do not specify a maximum compensation for the initial 3-year term. Compensation may not exceed the amount appropriated for these services for the entire contract term. Estimated compensation for both contractors combined totals \$300,000 for the entire 7-year and 3-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 300,000	<sup>(1)</sup> Capital Projects Fund. <sup>(2)</sup> Estimated total compensation for both contractors combined for the entire 7-year and 3-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 3-year term. Compensation may not exceed the amount appropriated for these services for the entire contract term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 300,000 <sup>(2)</sup>	

### Analysis

The contractors will provide on-call urban (landscape-style) tree planting projects in support of the County's reforestation requirements under the Maryland Forest Conservation Act and the County's Phase II Chesapeake Bay Watershed Implementation Plan (WIP). The Department advised that the County has planted approximately 400 acres of traditional trees and 2,000 landscape-style trees under these programs since 2011. Services will include site preparation (including weed and vegetation management), tree planting (furnishing and installing trees and tree protection barriers), and site and tree maintenance (e.g., mowing, shelter upkeep, pruning, fertilizing, applying pesticides, herbicides, and/or rodenticides). The contracts also include a survival guarantee (tree warranty) for a period of one year from the date of planting.

Hourly labor rates range from \$35 to \$115, depending on the contractor and skill level (i.e., supervisor, skilled or unskilled labor, certified pest control applicator). Markup costs for plants, trees, planting materials (e.g., stakes, mulch, fertilizer), and herbicides range from 5% to 30%, depending on the contractor. Equipment (e.g., auger, subsoiler) costs for site preparation, planting, and maintenance are \$20 or \$100 per hour, depending on the contractor, and both contractors charge \$500 per day for a water truck. The assignment of work will be at the County's sole discretion. The Department advised that both contractors will bid on individual projects, and the award will be based on project proposal, project cost, and expertise, with cost being the most important factor unless a project requires a higher level of expertise and experience (e.g., root barrier installation).

Each contract commences upon Council approval, continues for three years, and will renew automatically for three additional 1-year periods (for planting and maintenance), and then for one additional year for maintenance only, if required. The County may extend the agreements at the end of the initial term or any renewal term for an additional 90 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 3-year term. Compensation may not exceed the amount appropriated for these services for the entire contract term. Estimated compensation for both contractors combined totals \$300,000 for the entire 7-year and 3-month term, including the renewal and extension periods.

Prior to the commencement of the second year of the initial term and 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 County awarded the contracts through a competitive procurement process based on low bid from six bids received.

On November 3, 2014, the Council approved 6-year and 3-month contracts (which commenced September 1, 2014) with Wright Environmental & Land Services, LLC, Patriot Land & Wildlife Management Services, Inc., and Environmental Quality Resources (EQR), LLC for on-call urban and suburban reforestation services in support of the County's Phase II WIP. Estimated compensation for all contractors combined totaled \$1,250,000. The County's financial system indicated that as of February 24, 2020, \$119,398, \$30,720, and \$132,402 had been expended/encumbered under the Wright Environmental, Patriot, and EQR contracts, respectively. The Patriot contract expired November 1, 2018. The EQR and Wright contracts expire on August 31, 2020 and are currently designated for maintenance tasks only.

On December 2, 2020, the Council approved 10-year and 1-month contracts (which commenced November 1, 2019) with Wright Environmental & Land Services, LLC and Environmental Quality Resources, LLC for on-call reforestation and landscape tree maintenance services to extend the period of oversight and maintenance necessary for continued survival of each tree planting project under the aforementioned contracts. The Department advised that these contracts will also be utilized for the two proposed contracts after the initial one-year maintenance/survival guarantee period. The County's financial system indicated that as of February 24, 2020, no expenditures/encumbrances had been made under these 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...."



## COUNCIL ACTION REQUEST FORM EXECUTIVE SUMMARY

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### **On Call Contract for Urban Reforestation Services**

Baltimore County Department of Environmental Protection and Sustainability (EPS) is responsible for the County's reforestation requirements under Maryland's 1991 Forest Conservation ACT (FCA) and the County's Chesapeake Bay TMDL program in support of Baltimore County's MS4 Permit. Under these programs, the County has planted over 400 acres of trees and 2,000 landscape style trees since 2011.

The purpose of this contract is to provide urban tree planting (landscape style tree) services, including site preparation, tree planting, and tree maintenance for one year after planting. Trees will be credited under the County's MS4 permit. Landscape style trees are balled and burlapped or containerized trees with a 1.5-2" diameter at breast height (dbh). Urban trees are typically planted in parks, around buildings or as street trees. Each tree is typically equipped with stakes, a mower guard, bark protector, water bag, and mulch. The County current on-call for urban reforestation services is in its final year for maintenance only (no planting).

The Contractor and EPS will consult together on a project by project basis on the Scope of Work for the Contractor's duties. EPS will provide planting plans including the tree locations and desired species. The Contractor will provide EPS with a written proposal for each project.

Level Land, Inc. and Wright Environmental LLC are the two vendors selected for this contract through a competitive bid. Wright Environmental has provided reforestation and urban tree planting services to the County since 2014.

Expenditures will not exceed the County Council approved appropriation for this service. Projects will be funded by EPS' Capital Improvement Program.

Prepared by: Department of Environmental  
Protection and Sustainability

**MB-2 (Res. 31-20)**

**Council District(s)   5**

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**Mr. Marks**

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**Support – Main Street Maryland Designation – MDHCD – Towson**

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Resolution 31-20 expresses the Council's support for the Maryland Department of Housing and Community Development (DHCD)'s Main Street Maryland designation for Towson and also expresses support for the local program administration.

The Main Street Maryland designation applies to traditional downtown business districts in which there is a commitment to economic revitalization. DHCD requires a local organization to implement a comprehensive revitalization strategy based on the National Main Street Center's Main Street Approach. The Towson Chamber of Commerce has volunteered to administer the program.

With the affirmative vote of five members of the County Council, Resolution 31-20 will take effect on its date of passage, and copies will be sent to the County Executive and to DHCD's Main Street Maryland Program.



BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
APPENDIX A

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

**TO:** Administrative Officer **DATE:** 02/10/20  
**FROM:** Edward P. Blades, Director **COUNCIL MEETING**  
 Office of Budget & Finance **DATE:** 03/16/20  
**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:

Award Document

PO 13400 EWT Holdings III, Corp., dba Evoqua Water Technologies, LLC – Rehab & Carbon Change for Long Quarters Pumping Station

We have a Zabocs 8010 odor control unit installed at the Long Quarters Pump Station to eliminate odors coming from the pump station. Evoqua Water Technologies is the only authorized provider of parts and services for the Zabocs 8010 odor control unit. The Zabocs 8010 odor control unit media must be changed every five years. The last time the media had been replaced was in 2012.

If the Zabocs 8010 odor control unit parts and services were unavailable or unattainable, we would have to purchase a different odor control system to eliminate odors at the pump station. If the units are not maintained, the number of odor complaints from constituents will increase and would create an unsafe environment and a potential health hazard to the general public.

Estimated Total: \$39,538.93  
 Award of Date: 2/10/20

PO 13420 Atlantic Valve & Equipment, Inc. – Bypass Valve for Delmar Pumping Station

Kennedy Valve is the only valve manufacturer listed in the Delmar Pump Station specifications. Atlantic Valve & Equipment is the sole supplier of the Kennedy Valve.

The bypass valve is used to isolate the bypass connection from the force main and will not close all the way. If this valve is not repaired or replaced there will be no way for us to bypass the station. The pump station would overflow. The resulting overflow would create an unsafe environment and a potential health hazard to the general public.

Estimated Total: \$28,062.00  
 Award of Date: 2/10/20

PO 13425 Martins, Inc. – Volunteer Recognition Luncheon May 7, 2020

For over twenty years, the Baltimore County Department of Aging has contracted with Martin's West for a Volunteer Recognition Luncheon. Sixteen Hundred volunteers who each have given over one hundred hours of service to the Department of Aging's programs,

Baltimore County government agencies and non-profit volunteers attend each year. Business and corporations sponsor this event, and all costs related to the luncheon are paid for by funds that are raised by the Department of Aging prior to the event. Martin's West is the only venue in Baltimore County that will hold a group of this size.

Estimated Total: \$39,288.00

Award of Date: 2/12/20

PO 13455 Atlantic Tactical, Inc. – Rifles, Entry Rifle Package; Police/Tactical

The Tactical Unit has chosen to remain with LWRC and replace our current LWRC 10.5" M6-G rifles with the updated 10.5" IC-A5. The LWRC short stroke piston operating system remains a huge advantage over the antiquated direct impingement gas system (DI) that the M16/AR15 family of rifles was designed around. This is evident as our existing LWRC rifles have performed above and beyond the unit's expectations in both accuracy and reliability and have exceeded the original manufacturer estimated service life. The only other manufacturer who offers this platform is H+K (Heckler and Koch) and the cost is more than double that of LWRC. The expected service life is 24,000 – 28,000 rounds. Our existing rifles are already at 31,000+ rounds and are 8+ years old.

The entry rifle is the main weapon utilized by the Tactical Unit during operations. The weapon is highly dependable, accurate and is best suited for the tactics employed by the unit. Due to the fact that the Tactical Unit has been operating the LWRC design for several years, the unit is trained on its design and cleaning/maintenance procedures. Additionally, the unit has several experienced LWRC certified armorers capable of carrying out part replacements as needed. Utilizing a different manufacturer or design would require retraining the team on new cleaning/maintenance procedures and identifying and training select unit personnel as armorers.

The Tactical Unit will be trading in our existing inventory of LWRC M6-G rifle packages as part of this purchase. The weapons will be transferred to a licensed FFL/SOT dealer (required by law) for destruction. As required by the ATF, a retired Class 3 firearm must be destroyed and cannot be resold. The serialized receiver and suppressors will be destroyed per ATF regulations and reported to ATF. The trade-in value of these weapons will result in the purchase price of the new weapons being reduced by over \$21,000. The buyer of the weapons can only market (resell) non-serialized parts.

If the rifles were not available, the Tactical Unit would be forced into using a substandard rifle that would be less accurate and reliable, greatly reducing operations readiness of the Tactical Unit. This would not only place the individual tactical office at a disadvantage, it would place the public that we serve at a disadvantage as well.

Estimated Total: \$100,715.85

Award of Date: 2/12/20

c. J. Benjamin Jr.,  
T. Bostwick  
L. Smelkinson