

**BALTIMORE COUNTY COUNCIL AGENDA  
LEGISLATIVE SESSION 2022, LEGISLATIVE DAY NO. 1  
JANUARY 3, 2022 6:00 P.M.**

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

- A. MOMENT OF SILENT MEDITATION  
PLEDGE OF ALLEGIANCE TO THE FLAG**
- B. ELECTION OF CHAIR**
- C. APPROVAL OF JOURNAL - Meeting of December 20, 2021**
- D. ENROLLMENT OF BILLS – Bills 98-21, 99-21, 100-21, 101-21, 102-21, 103-21 & 104-21**
- E. INTRODUCTION OF BILLS**  
Bill 1-22 – Mr. Jones(By Req.) – CEB - CARES Act Title VII Funding  
Bill 2-22 – Mr. Jones(By Req.) – CEB - OAA American Rescue Plan
- F. CALL OF BILLS FOR FINAL READING AND VOTE**  
NONE
- G. APPROVAL OF FISCAL MATTERS/CONTRACTS**
1. Lease – H.B. Northway Limited Partnership – 7 State Circle, Annapolis – Office space - PM
  2. Contract - James Dinh d/b/a Studio Folia – Public memorial – COVID-19 – Lake Roland Park - DEWD
  3. Contract – Dewberry Engineers, Inc. – On-call potable water pipeline design services - DPWT
  4. Contract – C.C. Johnson & Malhotra, P.C. – On-call potable water pipeline design services – DPWT
  5. Contract – Beveridge & Diamond PC – Legal contracting services – Potential claim –  
Environmental Protection Agency – LAW
  6. Contract – McGuire Woods, LLP – Legal counsel services - LAW
- H. MISCELLANEOUS BUSINESS**
1. Res. 1-22 – Mr. Jones(By Req.) - Approval-Continuation of a State of Emergency-Executive Order No. 2021- 028
  - INTRO. ONLY 2. Res. 2-22 – Mr. Jones(By Req.) - Approve County’s contribution - purchase of certain development rights easements on property

*BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2022*

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*Issued: December 23, 2021  
Work Session: None  
Legislative Day No. 1: January 3, 2022*

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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 3, 2022**

**NOTES TO THE AGENDA**

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

**NONE**

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

**DEBRA SHINDLE, PROPERTY MANAGEMENT**

1 1. Lease – H.B. Northway Limited Partnership – 7 State Circle, Annapolis – Office space - PM

**LEONARD HOWIE, DIRECTOR, DEPARTMENT OF ECONOMIC & WORKFORCE DEVELOPMENT**

5 2. Contract - James Dinh d/b/a Studio Folia – Public memorial – COVID-19 – Lake Roland Park - DEWD

**D'ANDREA WALKER, ACTING DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**

8 3. Contract – Dewberry Engineers, Inc. – On-call potable water pipeline design services - DPWT

8 4. Contract – C.C. Johnson & Malhotra, P.C. – On-call potable water pipeline design services – DPWT

**MISCELLANEOUS BUSINESS**

**NONE**

FM-1 (Lease)

Council District(s) All

**Property Management**

**7 State Circle, Annapolis – Office Space**

The Administration is requesting approval of an agreement with H.B. Northway Limited Partnership to lease an approximately 1,830 sq. ft. commercial condominium at 7 State Circle in Annapolis for office and meeting space for the County’s Office of Government Affairs and other County personnel. The lease commences on the date when the landlord delivers the premises (estimated by the Office of Law to be January 4, 2022), continues for 10 years and 6 months (through approximately June 30, 2032, but not later than July 31, 2032), and may be renewed for two additional 5-year periods. Estimated rent totals \$726,546 for the initial 10-year and 6-month term and \$1,668,069 for the entire 20-year and 6-month term, excluding additional costs (e.g., housekeeping, utilities) for which the County is responsible. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 726,546	\$ 1,668,069
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	\$ 726,546 <sup>(2)</sup>	\$ 1,668,069 <sup>(3)</sup>

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

<sup>(2)</sup> Estimated rent for the initial 10-year and 6-month term of the lease, initially inclusive of operating expenses (e.g., common area maintenance, condominium fees, special assessments, and real estate taxes); however, beginning in CY 2024, the County is additionally responsible for the portion of the operating expenses that exceeds the CY 2023 amount; after CY 2024, the amount paid by the County may not increase by more than 6% for expenses within the landlord’s control (and no cap for expenses not within the landlord’s control). Property Management advised that an estimate for the County’s share of operating costs is not available. Further, the County is responsible for utilities, as well as housekeeping and trash removal services, which Property Management estimates will initially total \$1,500 annually and \$900 monthly (during the months the office is utilized), respectively. The County also is responsible for hard and soft improvement costs in excess of \$20/sq. ft. (the landlord’s contribution); Property Management advised that an estimate of the County’s share of the improvement costs is not available.

<sup>(3)</sup> Estimated rent for the entire 20-year and 6-month lease term.

### Analysis

The County will lease an approximately 1,830 sq. ft. commercial condominium located at 7 State Circle in Annapolis to be used for office and meeting space for the County's Office of Government Affairs and other County personnel.

The lease commences on the date when the landlord delivers the premises (estimated by the Office of Law to be January 4, 2022), continues for 10 years and 6 months (through approximately June 30, 2032, but not later than July 31, 2032), and may be renewed for two additional 5-year periods. The lease provides that the first 6 months of rent shall be abated, with the second 6 months charged at a monthly rate of \$5,338. The lease states that rent will increase 2.5% annually during the initial term and 2.5% annually during the two 5-year renewal periods. Estimated rent totals \$726,546 for the initial 10-year and 6-month term and \$1,668,069 for the entire 20-year and 6-month term. Initially, the rent is inclusive of operating expenses including common area maintenance, condominium fees, special assessments, real estate taxes, and property insurance; however, beginning in CY 2024, the County is responsible for the portion of the operating expenses that exceeds the CY 2023 amount. After CY 2024, the amount paid by the County for operating expenses may not increase by more than 6% for expenses within the landlord's control; expenses not within the landlord's control have no cap. Property Management advised that an estimate for the County's share of the operating costs is not available. The lease provides that the County also is responsible for housekeeping and trash removal, which Property Management advised are estimated to initially total \$900 per month combined (during the months the office is utilized), as well as utilities, which Property Management estimates will total approximately \$1,500 per year. The lease also provides that the County is responsible for initial hard and soft improvement costs (e.g., carpet, painting, design fees) for tenant improvements in excess of \$20/sq. ft. (the landlord's contribution); Property Management advised that an estimate of the County's share of the improvement costs is not available. The Office of Law advised that the lease provides that the landlord may terminate the lease in the event of default by the County that is not cured within the requisite period after notification by the landlord.

On January 5, 2004, the Council approved a year-to-year lease for 1,280 sq. ft. of office space at 86 State Circle. The Office of Law advised that the County was required to vacate this space by December 1, 2021, and that the County had leased this space for over 30 years.

County Charter, Section 715, requires Council approval of leases of real or leasehold property in excess of \$25,000 in the aggregate.

### **Executive Summary**

Property Management is requesting the approval of a lease with H.B. Northway Limited Partnership, for property located at 7 State Circle, Annapolis, Maryland 21401, to be utilized as office and meeting space by the Office of Government Affairs and other staff members as needed. The property is comprised of approximately 1,830 rentable square feet, and is in close proximity to the Maryland State House as required.

Upon Council approval, the lease will commence on January 1, 2022 or the date thereafter on which the landlord delivers the premises at a yearly rate of \$64,050.00. The initial term of the lease is 10 years and 6 months, with two (2) five-year renewal options. This rate is inclusive of operating expenses including common area maintenance, condo fees, special assessments, real estate taxes and property insurance.

Prepared by: Property Management



FM-2 (Contract)

Council District(s) 2

**Department of Economic and Workforce Development**

**Public Memorial – COVID-19 – Lake Roland Park**

The Administration is requesting approval of a contract with James Dinh dba Studio Folia to create and install a public art memorial at Lake Roland Park to honor the lives lost to, and those affected by, the COVID-19 pandemic. The contract commences upon Council approval and continues for 2 years after the County’s final acceptance of the artwork (to accommodate the warranty period), unless otherwise extended by mutual agreement. Compensation may not exceed \$130,000 through project completion. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 130,000	<sup>(1)</sup> Special Fund – Tourism Program. <sup>(2)</sup> Maximum compensation through project completion.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 130,000 <sup>(2)</sup>	

**Analysis**

The contractor will provide all services and furnish all supplies, materials, and equipment to design, fabricate, and install a public art memorial at Lake Roland Park to honor the lives lost to, and those affected by, the COVID-19 pandemic. The contractor also will provide a 2-year warranty, including coverage for repairs and restoration, commencing after the County’s final acceptance of the artwork, as well as written instructions for the appropriate maintenance and preservation of the artwork; the Department advised that an estimate of the County’s annual maintenance costs is unavailable. The Department further advised that the County will be responsible for site grading, civil engineering, landscaping, and pathways; the Department

advised that an estimate of these additional costs is unavailable, but that Property Management will be consulting an engineer. The Department further advised that it expects the artwork to be installed in fall 2022.

The Department advised the Baltimore County Arts Guild issued a request for applications in June 2021 via various platforms (e.g., social media, email, press release) and held four community meetings to obtain public input for the project. The Department also advised that a panel of judges selected three semi-finalists from 70 applications; each semi-finalist received a \$2,000 stipend from the Arts Guild to develop design proposal concepts and gave a final presentation in September 2021. (The stipends were part of a \$21,000 County grant to the Arts Guild for costs related to the artist/concept selection process submitted to the Council via the 14-day grant notification process in May 2021.) The Department further advised that the judges unanimously selected the proposed contractor based on various criteria (e.g., innovation and creativity, a vision that matched the expressed desires of the community).

The contract commences upon Council approval and continues for 2 years after the County's final acceptance of the artwork (to accommodate the warranty period), unless otherwise extended by mutual agreement. Compensation may not exceed \$130,000 through project completion. The contract states that the County will pay the contractor \$100,000; however, the contract also states that the County recognizes that the contractor may require additional time due to engineering or construction requirements or community listening/interaction for the artwork, and that additional materials may be needed (including changes related to supply chain delays); in such event, and with prior written approval from the County, compensation may be increased to \$130,000. The contract provides that the compensation will be paid in phases. Either party may terminate the agreement by providing 10 days prior written notice for reasons beyond either party's control (e.g., acts of nature, public emergency).

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...."

## Executive Summary

In March 2021, the County Executive expressed the wish to commemorate and honor the lives lost and all those affected by COVID-19 by creating a public art memorial. Lake Roland Park was chosen as the site, near walking and biking paths, and among acres of open space. The goal of this initiative is an artwork that provides a place for remembrance and reconciliation, and creates a meditative space representing hope, unity, and healing.

Four (4) community meetings were held to get public input for the project, resulting in the following criteria:

- to be reflective and meditative, evoking feelings of peace, calm and hope
- to use natural materials compatible with its location

In July, the panelists/judges chose 3 semi-finalists, out of 70 respondents, who gave a final presentation in September:

- James Dinh d/b/a Studio Folia (California)
- Ashley Kidner (Maryland)
- Ilan Averbuch (New York)

James Dinh d/b/a Studio Folia was unanimously chosen by the panelists. The criteria for final approval was based on:

- Innovation and creativity
- Vision matches expressed desires of the community
- Work fits with environment
- Proposal is feasible regarding budget and schedule
- Work is durable, safe, and structurally sound

The contract amount is \$100,000, with an allowance for possible additional costs primarily due to supply chain issues. Any cost over \$100,000 must be approved by the County. The not to exceed contract amount is \$130,000. The projected date of completion is Fall 2022.

Prepared by: Department of Economic and Workforce Development

**FMs 3 & 4 (2 contracts)**

**Council District(s) All**

**Department of Public Works and Transportation**

**On-Call Potable Water Pipeline Design Services**

The Administration is requesting approval of two contracts to provide on-call potable water pipeline design services for various projects throughout the Baltimore Metropolitan Water System. Dewberry Engineers Inc. (FM-3) will provide services for “Tier 2” projects (projects that typically exceed \$300,000). C.C. Johnson & Malhotra, P.C. (FM-4) will provide services for “Tier 1” projects (projects that typically cost between \$50,000 and \$300,000). Each contract commences upon Council approval, continues for 4 years, and will renew automatically for two additional 2-year periods. Each contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the agreement is terminated. The contracts do not specify a maximum compensation for the initial 4-year term. Compensation may not exceed \$4 million for Dewberry Engineers Inc. and \$2 million for C.C. Johnson & Malhotra, P.C. (\$6 million combined) for the entire 8-year term, including the renewal periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>		<b>Combined Maximum Compensation</b>
	<b>FM-3 Dewberry Engineers Inc.</b>	<b>FM-4 C.C. Johnson and Malhotra, P.C.</b>	
<b>County</b> <sup>(1)</sup>	\$ 4,000,000	\$ 2,000,000	\$ 6,000,000
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 4,000,000</u>	<u>\$ 2,000,000</u>	<u>\$ 6,000,000</u> <sup>(2)</sup>

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

<sup>(2)</sup> Maximum compensation for both contractors combined for the entire 8-year term, including the renewal periods. The contracts do not specify a maximum compensation for the initial 4-year term.

### Analysis

The contractors will provide on-call potable water pipeline design services throughout the Baltimore Metropolitan Water System. Services will include: pipeline design; trenchless construction design; permitting; environmental surveys and studies; preparation of soil erosion, sediment control, and reforestation landscape plans; and construction phase services. Dewberry Engineers Inc. (FM-3) will provide services for “Tier 2” projects (projects that typically exceed \$300,000). C.C. Johnson & Malhotra, P.C. (FM-4) will provide services for “Tier 1” projects (projects that typically cost between \$50,000 and \$300,000).

Each contract commences upon Council approval, continues for 4 years, and will renew automatically for two additional 2-year periods, unless the County provides notice of non-renewal. Each contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the agreement is terminated. The contracts do not specify a maximum compensation for the initial 4-year term. Compensation may not exceed \$4 million for Dewberry Engineers Inc. and \$2 million for C.C. Johnson & Malhotra, P.C. (\$6 million combined) for the entire 8-year term, including the renewal periods.

Services will be performed at the engineers’ 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. Funding for the contracts will not be encumbered at this time. Rather, contract costs will be charged to specific projects as they are assigned. The County may terminate the agreements by providing 30 days prior written notice.

The contracts stipulate that should work be performed under the 2005 consent decree, the contractors shall be liable for payment of penalties charged to the County for failure by the contractors to meet or achieve deadlines or requirements. The damages payable are dependent upon the type of project and the length of delay in completing the project.

The Department advised that on July 28, 2021, the Professional Services Selection Committee (PSSC) selected the contractors from 16 (4 for “Tier 1” and 12 for “Tier 2” projects) submittals based on qualifications and experience. According to the bid documents, there was a 20% M/WBE participation requirement. On December 6, 2021, the Council approved two similar 8-year contracts (not to exceed \$4 million each) with The Wilson T. Ballard Company and Johnson, Mirmiran and Thompson, Inc. for “Tier 2” projects. On December 20, 2021, the Council approved

a similar 8-year contract not to exceed \$4 million with Gannet Fleming, Inc. for “Tier 2” projects. The Department further advised that it intends to submit one additional contract for “Tier 1” projects and two additional contracts for “Tier 2” projects for upcoming Council agendas. The Department also advised that tasks will be assigned to the contractors based on the size, type, and complexity of the work and the qualifications, skillsets, and staffing availability of the firms.

On August 6, 2012, the Council approved two 5-year contracts not to exceed \$2 million each with The Wilson T. Ballard Company and Michael Baker, Jr., Inc. (now Michael Baker International) for similar services. The contracts expired August 5, 2017. The County’s financial system indicated that as of December 13, 2021, a total of \$3,485,324 had been expended/encumbered under the two contracts: \$1,942,712 to The Wilson T. Ballard Company and \$1,542,612 to Michael Baker International. On May 2, 2016, the Council approved a 5-year contract not to exceed \$2 million with Rummel, Klepper & Kahl, LLP for similar services. The contract expired May 1, 2021. The County’s financial system indicated that as of December 13, 2021, \$1,994,101 had been expended/encumbered under the contract. The Department advised that the establishment of new contracts was delayed due to COVID, and a backlog of work exists.

The County’s financial system indicated that as of December 9, 2021, the County has 3 other contracts with Dewberry Engineers Inc. and no other contracts with C.C. Johnson & Malhotra, P.C.

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....”

## Executive Summary

### On-Call Potable Water Pipeline Design Services Tier 1 and 2

#### Scope of Contract – Projects may include:

- Pipeline design for distribution mains 4” to 12” – including the development of documents, alignments, plans, specifications and estimates for various diameter pipelines.
- Pipeline design for transmission mains 16” to 36” - including the development of documents, alignments, plans, specifications and estimates for various diameter pipelines.
- Pipeline design in Maryland State Roads.
- Valves and Vaults – including sizing, placement, and structural design.
- Trenchless construction design including directional drill, jack and bore, tunneling and pipe bursting.
- Permitting – including local, state and federal permits.
- Environmental surveys and studies including wetland delineation, wetland mitigation, forest stand delineations and forest conservation plans.
- Development of pipeline repair options.
- Construction phase services – including but not limited to attending pre-bid meetings, attending pre-construction meetings, shop drawing submittal review, review of change order requests.
- Surveying.
- Preparation of right-of-way plats and metes and bounds descriptions.
- Preparation of soil erosion and sediment control plans.
- Preparation of reforestation landscape plans.
- Experience in the design of elevated water storage tanks according to AWWA specifications.
- Experience in the demolition and disposal of existing tanks covered with lead based paint.
- Geotechnical investigations – including pavement cores, soil borings and the preparation of reports.
- Utility Test Holes for locating existing utilities.
- Subsurface utility locating, designating and mapping.
- Provide data in a format fully compatible with ArcGIS and/or AutoCAD.
- Projects in the Baltimore Metropolitan Water System.

**Purpose** - Consultant services are needed for performing various types of design engineering tasks regarding the Baltimore Metropolitan Water system. Baltimore County’s water, pumping, and transmission system serves approximately 141,000 acres of land comprised of residential, industrial, and commercial areas and includes over 2,266 miles of public water mains. Approximately one-half of these water mains are cast iron pipelines potentially in need of replacement.

**Contract Value** – Dewberry Engineering Inc. - \$4,000,000 (Tier 2)  
C.C. Johnson & Malhotra, P.C. - \$2,000,000 (Tier 1)

**Term** – Four (4) year initial term with two (2) automatic two (2) year extensions for a total of eight (8) years.

**Vendor Selection method** - Via PSSC meeting on July 28, 2021

Prepared by: Department of Public Works & Transportation