

OFFICIAL TRANSCRIPT OF THE
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

PRE-BID MEETING

FOR

CHARLOTTE HALL PARK AND RIDE FACILITY

CONTRACT NO. T-1041-0140

OCTOBER 20, 2011

10:00 A.M.

Maryland Transit Administration
6 St. Paul Street, 7th Floor Conference
Baltimore, Maryland 21230

Agency:

Gary Lockett, Procurement
James Miller, Facilities Engineering
Robert Burris, Facilities Engineering
Paula Cullings, Office of Fair Practice

Participants:

Rob Goudreau, J.A. Rice, Inc.
Peter Horky, Dixie Construction
Chris Tripp, J.B. Fay Company
Jeff Griest, Wilson Ballard
Bryan Dusza, Wilson Ballard
Jay Mudd, Facchina Construction, Inc.
Meade Turner, Reliable Contracting, Inc.
Cory Rayburn, Reliable Contracting, Inc.
Thomas Combs, Bay Country Enterprises, Inc.
William Bean, C.A. Bean, Inc.
Shawn Dekker, Roche Constructors

Court Reporter:
Saundra Jackson
One Stop Legal
Hyattsville, MD 20784
(301) 379-6607

1 MR. LOCKETT: Good morning, everyone.

2 EVERYONE: Good morning.

3 MR. LOCKETT: My name is Gary Lockett. I'm the Chief
4 of the Construction Installation and Professional Services
5 Section of the MTA Procurement Division. I will be serving as
6 the Procurement Officer for this project.

7 This is the Pre-bid meeting for Contract Number T-
8 1041-0140 entitled, "Charlotte Hall Park & Ride Facility." If
9 you haven't already done so, please sign in on the attendance
10 sheet, and I'm going to start off with the introduction of the
11 MTA project team, and then followed by an overview of the
12 administrative and contractual elements of the solicitation.

13 To my left is Ms. Paula Cullings. She's in --
14 Director of the Office of Fair Practice.

15 MS. CULLINGS: Good morning.

16 UNIDENTIFIED SPEAKER: Good morning.

17 MR. MILLER: I'm Jim Miller, Project Manager from MTA
18 Facilities Engineering.

19 MR. BURRIS: Bob Burris, Chief Civil Engineer.

20 MR. LOCKETT: Okay. I'll start with a description of
21 the project.

22 This Contract for the construction of a parking
23 facility that will accommodate approximately five hundred (500)
24 vehicles on the north side of Golden Beach Road in Charlotte
25 Hall, St. Mary's County, Maryland. The project will include two

1 (2) access points to Golden Beach Road, one of which is an
2 extension of Market Drive.

3 The project has been estimated with a cost between
4 five million (5,000,000.00) to ten million dollars
5 (\$10,000,000.00). Contract duration is three-hundred-sixty
6 (360) calendar days. Fifty percent (50%) of the work must be
7 performed by the contractor's own forces. Liquidated damages
8 will be assessed, and MBE subcontracting goal of thirty -- or
9 DBE subcontracting goal of thirty percent (30%) has been
10 established for this project, and this project is federally
11 funded.

12 Deadline for submissions of questions is **October the**
13 **28th, 2011**. All questions must be directed to my attention at
14 the administrative Offices or via internet address, and that's
15 glockett@mta.maryland.gov. Faxed messages will not be accepted
16 unless accompanied by telephone notification. Our fax number is
17 (410) 333-4810. Questions should be submitted on company
18 letterhead. Questions will not be accepted after the close of
19 the submission date.

20 An addendum will be issued after the deadline for
21 questions has passed. The addendum will include responses to
22 contractor's written questions, planholder's list, and any
23 changes which need to be made to the specifications. All
24 planholders will be informed by e-mail when the addendum has
25 been issued and ready to download from the MTA's Website.

1 Bidders are required to acknowledge all addenda by signing a
2 copy of each addendum cover letter, and include it with their
3 bid package. Do not return the signed cover letter after
4 receiving the addendum.

5 Although the MTA endeavors to notify Contractors of
6 all addenda to this Solicitation in a timely manner, it is the
7 responsibility of the Contractors to make sure they download all
8 appropriate documents prior to the bid due date. Bids are due
9 on **November the 10th, 2011** at 2 P.M. Eastern Standard Time.

10 Bids should be sealed and addressed to the Maryland Transit
11 Administration, Procurement Division, and that's at 6 St. Paul
12 Street, Baltimore, Maryland 21202, and marked "Bid for Contract
13 No. T-1041-0140."

14 Hand delivered bids should be deposited in the bid box
15 located on the seventh (7th) floor before the 2:00 P.M. deadline.
16 At that time, bids will be publicly opened and read aloud. Bid
17 prices are irrevocable for one hundred fifty (150) days
18 following bid opening.

19 Insurance Requirements. MTA will provide, on behalf
20 of the contractors and their subcontractors who will be working
21 on this project, Worker's Compensation, General Liability,
22 Excess Liability, Builders' Risk, Pollution Liability, and
23 Railroad Protective Coverage. This approach to the project
24 insurance is commonly called a Wrap-up or Owner Controlled
25 Insurance Program, also known as OCIP.

1 On Page 16 of the Bid Form, Item No. 113, which is the
2 Insurance Premium, bidders must include in a lump sum amount
3 that is taken from the insurance cost sheet, which is found in
4 the Liability Insurance section of the Specs. This amount is
5 not included in the basis of the award. It will only be added
6 to the base bid in the event the bidder is excluded from the
7 Wrap-up insurance program or the program is terminated mid-term.
8 The insurance worksheet must be attached to the bid.

9 All bidders must submit with their bid the following
10 documents -- a fully executed Bid Bond on a form furnished by
11 the Administration in the amount of five percent (5%) of the bid
12 price or a fully executed Individual Surety Bid Bond in the
13 amount of five percent (5%) of the bid price, if applicable; and
14 a fully executed Affidavit of Individual Surety, and that's
15 Attachment A, and Surety Affidavit, Attachment B; a fully
16 executed copy of the Contractor's Questionnaire, a fully
17 executed copy of the Bid Proposal Affidavit; executed copy of
18 the Buy America Certificate; executed copy of the Certification
19 Regarding Lobbying; a fully executed copy of Attachment A,
20 Certified MBE Utilization and Fair Solicitation Affidavit; and
21 Attachment B, the -- and I'll substitute DBE participation
22 schedule. This is a federally funded project.

23 If the bidder fails to submit Attachment A and
24 Attachment B with the bid as required, the Procurement Officer
25 shall deem the bid nonresponsive; a signed copy of the cover

1 letter for each addendum issued by the MTA; and a completed
2 Insurance Cost Sheet. This whole list of items, again, is on --
3 it's on the Bid Form, Page 3 of 19.

4 Are there any questions related to the administrative
5 and contractual requirements? And, I'm going to ask you to read
6 -- if you have questions, state your name for the record because
7 it's being recorded.

8 Okay. Then, I'm going over the floor to our Office of
9 Fair Practice to discuss the DBE subcontracting requirements.

10 MS. CULLINGS: Good morning, everyone.

11 Many of you have been bidding us in the past, and I'm
12 saying that because I want to make sure that you utilize the
13 correct forms. The DBE forms have changed. In the lower right-
14 hand corner of the forms that you will use will have 9/11, which
15 would be the latest date. So, you may have these forms in other
16 bids you've done. You may make mistake and think, oh, well,
17 I'll just use one of these. You will be not in compliance if
18 that happens, so please stick with the forms that are in this
19 Solicitation. Make as many copies as you need, and stay within
20 this because those previous forms are different than these. Not
21 a lot of difference, but I just want to make sure that you
22 always look for 9/11 to be in the corner.

23 Again, I believe many of you have bid with us before
24 and you might know the pattern. The forms require you to
25 identify your commitment to the thirty percent (30%) goal for

1 DBE or that you conclude that there's some other issue here
2 where you're asking for a waiver or you're asking for some
3 different types of figures, whatsoever.

4 In doing so, you would submit Form A, naturally, with
5 one of the check marks. Second page of Form A must be
6 submitted. Failure to do that, you're out of the game because
7 you have not signed a commitment of doing one or the other. So
8 make sure Form A, both pages, are submitted. Many times the
9 people who are here at the table are not the people that do the
10 forms. Folks that do the forms make the errors and it really
11 costs your company.

12 Form B you can keep the instructions. We don't need
13 that; that's for your purposes. And, you can also keep the
14 Participation Schedule worksheet as to how you are arriving at
15 your goals. This worksheet is intended for you to get all of
16 your calculations right. If your calculations are not correct,
17 we work them, find the calculations to be different, you did not
18 ask for a waiver, then you're not in compliance and you're out.
19 So, it's really important that those calculations are done well
20 so that you have your right numbers.

21 The second part of Form B allows you to write in who
22 will be your subcontractors. In Column 1, you will identify the
23 subcontractor's name.

24 In Column 2, their certification number, and as their
25 certification, they are often times dually certified. You will

1 also check off their ethnic background that you would know
2 because it's on their document, and it's also in the directory.

3 Column 3 allows you to put in the percentage and the
4 dollar amount in some cases. In this particular case, this is a
5 percentage that you would enter for that particular company.

6 However, when you start to think that you might buy supplies
7 from a DBE firm, you're only allowed sixty percent (60%) of the
8 cost of those materials towards your goal. So, if you're going
9 to spend four thousand dollars (\$4,000.00) with a firm to send
10 you lumber and concrete and the like, you spend the four
11 thousand (4,000), but only sixty percent (60%) of that will be
12 added towards your goal. And, it gives you an opportunity to
13 run that calculation so that you're very clear whether or not
14 you're meeting your goal.

15 You cannot meet your goal hundred percent (100%) by
16 using one hundred percent (100%) suppliers. You must have a
17 service involved where you get a hundred percent (100%) of the
18 good -- of the service that they would be providing to you. You
19 may make as many copies as you need for as many firms that you
20 care to utilize during this Solicitation.

21 So, Form A and B -- and B has a third page that
22 assigns -- asks for your signature. That is equally required.
23 Failure to send this back, then you're not saying that you're
24 committed to doing anything. So, make sure that the people who
25 prepare these documents follow the best advice you can give them

1 because we have had companies to lose out because this is wrong.
2 Had the best price, all the things, but they failed to do the
3 participation. This is a very connected part of the program in
4 and of itself.

5 Once you have been notified that you would, perhaps,
6 be considered for the job itself, there are Forms C and D to be
7 done. We don't mind if you want to send C and D completed at
8 the time; we'll take them. You're not required. Only the
9 awardee would be submitting it. "C" tells us how did you go
10 about finding your DBE firms. You must indicate. If you went
11 into the directory, then say you went in the directory. If you
12 held any other type of event or you put something in the
13 newspaper, show evidence of it, and indicate so.

14 Form D will be one page per firm that you will fill
15 out, what will they be doing for you. Not just what the NAIC
16 code says, but what will they be doing, your signature, and you
17 will send it to them for their signature. You may fax it to
18 them, and they can fax it back, and we will accept it as a faxed
19 document.

20 When you go to the directory, the directory must be
21 the MDOT directory, M-D-O-T, and in your instructions it gives
22 you the Website, phone numbers, and the like. I'm going to give
23 you the phone number because that's not there, (410) 865 -- let
24 me see. Make sure I've got the right number. The reason I want
25 to give you the telephone number is because if you have a

1 technical question regarding what you're seeing as a NAIC code
2 or a matter concerning the firm, only MDOT can answer that
3 question. It's no point in you writing that to us. Get on the
4 phone with them right away as you're navigating the system. The
5 phone number is (410) 865-1269, and that's directly to MDOT for
6 the directory only any questions you have about navigating.

7 Now, when you go in the directory, you will see a firm
8 listed as MBE/DBE. That's fine to use that firm. You may see a
9 firm that's DBE only. Of course, it's fine to use them. But,
10 if you find a firm that's MBE only, then you cannot use them on
11 this Solicitation. They're not a DBE firm. Anyone who's not
12 certified today, it's not likely they'll get certified in time
13 for this job.

14 Question?

15 MR. GOUDREAU: Yeah. Rob Goudreau, J.A. Rice.

16 We're an MBE land surveyor company with MDOT, but we
17 also -- and I'm not sure if we're dual classified for DBE with
18 MDOT, I'll have to look, but would another certification, such
19 as City of Baltimore where we have both -- no. Has to be MDOT?

20 MS. CULLINGS: City of Baltimore does -- do not give
21 you DBE. They only can give you MBE and WBE.

22 MR. GOUDREAU: Maybe that's what it is.

23 MS. CULLINGS: Mh-hmm.

24 MR. GOUDREAU: Okay.

25 MS. CULLINGS: Yeah. In fact, if you're not DBE

1 certified today, I would get on the horn right away to see what
2 is different that you would have to provide them for the --

3 MR. GOUDREAU: For the DBE?

4 MS. CULLINGS: -- classification --

5 MR. GOUDREAU: Okay.

6 MS. CULLINGS: -- and it's possible --

7 MR. GOUDREAU: I'm not sure that we don't have it, but
8 --

9 MS. CULLINGS: Okay. It's possible that you can be
10 afforded such in time.

11 MR. GOUDREAU: Okay.

12 MS. CULLINGS: Okay? They may not get in the
13 directory that moment to change it, but, obviously they would
14 give you something, and if you were to mark it -- everyone on
15 your planholder's list what the proof of that, that would
16 minimize them from being worried that they've picked you up and
17 you're not certified, appropriately. So --

18 MR. GOUDREAU: So, you're saying, basically, there
19 could be a grace period with this particular project or not?

20 MS. CULLINGS: It's not going to be a grace period
21 with the project. Either that MDOT is going to quickly do this
22 for you --

23 MR. GOUDREAU: Okay.

24 MS. CULLINGS: -- if it's not so. I would --

25 MR. GOUDREAU: Okay.

1 MS. CULLINGS: -- get on the horn with them, the same
2 phone number I gave out. I would call them today to discern
3 whether or not you're DBE certified.

4 MR. GOUDREAU: Okay.

5 MS. CULLINGS: Let it be known that you are trying to
6 participate in a solicitation that it is due to be submitted by
7 November 1, whatever that date is; and therefore, what might you
8 need to give them, if they could scurry you in. So, you're not
9 coming in as a brand new company. That's makes a difference as
10 to why they may be able to put that DBE part to you.

11 MR. GOUDREAU: Okay.

12 MS. CULLINGS: In doing so, they will give you,
13 obviously, a document, and if I were you, I'd go get it --

14 MR. GOUDREAU: Okay.

15 MS. CULLINGS: -- and I'd make multiple copies so that
16 when I market myself to folks that they would know I am who I
17 say I am. While the directory may not have updated itself at
18 that moment, your letter --

19 MR. GOUDREAU: I understand.

20 MS. CULLINGS: -- or your document --

21 MR. GOUDREAU: Yep.

22 MS. CULLINGS: -- would assure them that you are where
23 you want to be.

24 MR. GOUDREAU: Okay. Thank you.

25 MS. CULLINGS: Okay. Well, there's another part to

1 the DBE directory or the firms you look up where the letter "G"
2 may be prior to the NAIC code. The "G" says they have graduated
3 from that NAIC code, only. So, if you were planning to have
4 them do that task that that NAIC code speaks to, by them
5 graduating from it, they can't do that. However, they would
6 probably continue to be certified -- not probably, they are
7 still certified for all the other NAIC codes that are listed
8 with them.

9 So, you're making sure that the folk -- the person,
10 the folks, that are in those areas are not graduating from the
11 NAIC code. You're making certain that the firms are DBE
12 certified, and that whatever that NAIC code is make sure you
13 know what it is that it matches the work. So, it's really
14 easier to say this is what I'm going to have them do and write
15 that in, and it gives you the option to do both, but it should
16 be clear so that they're clear about it, as well.

17 When you get your Notice to Proceed, you will have to
18 do an agreement between you and each of the MBE subs. The
19 agreement does not have to be a contract. It can be a one, two-
20 pager specifying this is what I want you to do, this is when you
21 need to step on the job, this is how you invoice us, this is
22 what happens, we inspect it, MTA inspects it, and then, we pay
23 you; whatever the particulars are so that there are no disputes.
24 If there are a dispute, I'm going to be looking for the
25 agreements that should be in my office, so that we can resolve

1 them.

2 Other than that, I think you should be very successful
3 in this phase of what is needed. We saw where the thirty
4 percent (30%) was realistic; however, if you deem the thirty
5 percent (30%) is not for whatever you're trying to get your
6 calculations to do and the fact that you're required to do fifty
7 percent (50%), whatever that might be, you can request a waiver.
8 Doesn't mean you're going to be granted it. We will look at
9 what the other bidders have been able to do, but you must fully
10 document your efforts in trying to make that thirty percent
11 (30%) and why you cannot. May be people told you, "Gee whiz,
12 I'm very busy; life is good; I have plenty of business; I'm not
13 interested." Get that documented, along with whatever your
14 efforts were.

15 The directory hosts over four thousand (4,000)
16 certified firms all over the world, so they're not just about
17 Maryland. It's not just about this country. People get
18 certified for all kinds of things. Naturally, you need local
19 people, so that could also streamline your efforts; whatever the
20 case might be, but we know that there are ample firms that
21 should be able to respond and participate.

22 Questions? We're told on the dates of the last date,
23 I guess, to submit questions. If you have a personal question
24 about you and your efforts and something that's not clear about
25 the utilization of a particular firm, we will be glad in my

1 office to answer just that. It may not be something that would
2 be printed out for everyone to have the question and answer of.
3 And, that being the case, you can take down our number, which is
4 (410) 767-3934 or 3944. This is, strictly, something that
5 you're trying to get your calculation straight or you're trying
6 to understand the utilization of a firm that you're using for
7 your subcontracting.

8 Are there any questions? Very good. Good luck to
9 everyone.

10 MR. LOCKETT: Okay. I'm going to open the floor up to
11 our project management team, who will give a brief overview of
12 the Summary of Work.

13 MR. MILLER: Okay. As you've probably observed, this
14 project is, basically, an extension of the left turn lane on
15 Maryland Route 5 to accommodate queuing at Golden Beach Road.
16 There's some widening of Golden Beach Road to develop an accel
17 and decel lane where we're extending Market Drive across the
18 street up as part of your project. The majority of the work
19 will be done based on that one site that's off -- outside of
20 traffic, but we have traffic control for getting the widening
21 done.

22 There's going to be some power pole relocations, which
23 we've already coordinated with SMECO. SMECO is -- has already
24 done their design. They're expecting that as you do,
25 preliminary, grading and get it to a point where those power

1 poles can be relocated, then they'll get out there and move the
2 poles over and set up to where they can connect to the
3 transformer base, which is part of your project. The
4 transformer onto the site, all the site lighting, and the
5 lighting on Market Drive extended will be part of this project.

6 A great majority of this project is earthwork. I
7 think you've already picked up on that by now, too. We expect
8 that, that -- there's a lot of development going on in this
9 area. I don't know whether that's something that might be an
10 opportunity to sell or not, but that's -- disposal is part of
11 this project, however you dispose of it, but you might want to
12 talk to some of the developers in the region to see if they need
13 it.

14 I was contacted early on in this project for a -- to
15 take that dirt, and it was a -- and -- but, his development got
16 postponed because of the economy. He -- I don't know. Look
17 around. Might be an opportunity.

18 The erosion and sediment control required, as you'll
19 see on Sheet 48, required a repair to an outfall that was on a
20 private property. St. Mary's County has already told me that
21 they would make arrangements to get a right of entry to that
22 property. The developer that owns that property cannot be --
23 cannot fix that -- cannot do his development unless that
24 outfall's fixed, anyway. So, they said that, normally, down
25 there, their standard practice is to get a right of entry, do

1 the repairs, and walk away from it. In this case, this outfall
2 is an outfall from the drainage that's on Golden Beach Road and
3 because MDE made it a requirement on us, we're going to be
4 saving him money, so he shouldn't have any problems getting --
5 giving us that permission.

6 MR. COMBS: But, you are -- excuse me. You -- it's
7 your responsibility to --

8 COURT REPORTER: Excuse me. Your name?

9 MR. COMBS: -- give it --

10 MR. MILLER: Yes.

11 MR. COMBS: I'm Tom.

12 MR. MILLER: St. Mary's County told us that they will
13 take care of getting that right of entry, but it shouldn't be a
14 problem because the developer on that property can't do anything
15 until that's fixed anyway, and I've got that in writing. The
16 county will take care of it.

17 MR. COMBS: Tom Combs at Bay Country Enterprises.

18 COURT REPORTER: Thank you.

19 MR. MILLER: Basically, that's -- oh, I wanted to make
20 -- call to your attention to the final draft of our Specs once a
21 PDF was assembled and advertised, it came to our attentions
22 after it was advertised that the wrong geotech report was
23 inserted. We're going to correct that as part of this addendum.

24 MR. LOCKETT: Yes.

25 MR. MILLER: We were waiting to see if something else

1 needed to be done, as well, before we re-issued it.

2 And those are the big ticket items that I wanted to
3 offer out. If there's any questions or comments.

4 MS. CULLINGS: Paula Cullings, again. I'm coming back
5 because I did not ask the question if they were any DBE firms
6 that would, possibly, be bidding as a prime in the room. So,
7 even if you become a DBE in time, the DBE firms are not required
8 to do the thirty percent (30%) DBE participation. Many times
9 they do some percentage to other DBEs, but it's not a
10 requirement, so I just want to make sure that that's in the
11 record because I failed to ask the question if anyone here was a
12 DBE firm that would be bidding as a prime.

13 MR. GOUDREAU: I'm not bidding as prime, but could I
14 come --

15 COURT REPORTER: -- Excuse me --

16 MR. GOUDREAU: -- back to my earlier question --

17 MS. CULLINGS: Sure.

18 COURT REPORTER: Your name?

19 MR. GOUDREAU: Rob Goudreau, J.A. Rice.

20 Our NAIC code says MBE/DBE --

21 MS. CULLINGS: You're okay.

22 MR. GOUDREAU: -- so we're good?

23 MS. CULLINGS: You're good.

24 MR. GOUDREAU: Okay.

25 MS. CULLINGS: Okay.

1 MR. GOUDREAU: Thank you.

2 MS. CULLINGS: Good. Everyone knows this is a DBE
3 firm.

4 MR. GOUDREAU: Yep, right here.

5 MS. CULLINGS: Okay. All right. Yeah. As long as it
6 says that you're good to go. That minimizes asking that
7 question --

8 MR. GOUDREAU: Thank you.

9 MS. CULLINGS: -- to the MDOT. Mh-hmm.

10 MR. GOUDREAU: Thank you.

11 MR. HORKY: Pete Horky with Dixie Construction.
12 What about the site visit?

13 MR. MILLER: Yes. The site visit can be set up on
14 request. We haven't settled on the property yet, so if you need
15 to get out there, I really should -- you should contact me
16 first. The -- I have a connection with the owner, and I'm sure
17 that if we talk to him in advance, he'll be happy to let you out
18 there on to the site.

19 We expect to settle on the property within the next
20 few weeks. It's all been approved. It's just a matter of
21 getting a settlement date from the settle -- from the title
22 company.

23 MR. LOCKETT: Yeah. Just one small -- just one small
24 correction. That you should contact me --

25 MR. MILLER: Oh, I'm sorry.

1 MR. LOCKETT: -- first -- okay --

2 MR. HORKY: Okay.

3 MR. LOCKETT: -- about site visits.

4 MR. MILLER: There you go. I'm sorry.

5 MR. LOCKETT: Okay?

6 MR. HORKY: Is it going to be individual -- I mean
7 individual people call you or are you going to try to set up a -
8 -

9 COURT REPORTER: Your name?

10 MR. HORKY: -- date where --

11 COURT REPORTER: Your name, please?

12 MR. HORKY: Pete Horky with Dixie Construction.

13 MR. LOCKETT: Yeah. Well, what I want to do is if I
14 get enough calls in, I would rather set up a day for -- a day or
15 two, you know, for site visits, like maybe one main day and then
16 an alternate date and that way, you know, Jim is not inundated
17 with a bunch of calls and I'm not and --

18 MR. MILLER: Very good.

19 MR. HORKY: Mh-hmm.

20 MR. LOCKETT: -- you know, we're trying to arrange,
21 you know, site visits, and some people get a chance to get in;
22 some don't. So, if you --

23 MR. HORKY: Yeah. It's kind of a long haul for me to
24 --

25 MR. LOCKETT: Yeah.

1 MR. MILLER: But, it's --

2 MR. LOCKETT: Yeah, but, if you send -- right. That's
3 another -- that's another problem. Yeah, that's right, getting
4 there. So, if you -- you know, you send me an e-mail and you
5 may have already, but you send me an e-mail and ask about site
6 visits again, you know, in a question so we can start putting
7 that together.

8 We may do that -- probably do that anyway, just set up
9 a day or two and just put it in the addendum or put it in an
10 announcement on the website and say, "Okay. Site visits are
11 this particular day and this particular time." That way everyone
12 has that opportunity to get there, and when the -- and, you
13 know, at their convenience.

14 MR. COMBS: Tom Combs, Bay Country Enterprises, again.
15 Who owns the property, now?

16 MR. MILLER: It's owned by -- oh, let's see, Sonny
17 Burch.

18 MR. COMBS: Sonny Burch.

19 MR. MILLER: Mr. Sonny Birch. He also owns Burch Oil.

20 MR. COMBS: Burch Oil. Yeah, we're getting ready to
21 start our job.

22 MR. MILLER: Yeah. I was drawing a blank on the name.

23 MR. COMBS: Tom Combs, Bay Country, again.

24 Potential start date?

25 MR. LOCKETT: Well, potentially, seven months from

1 this advertising date, approximately, seven to eight months is -
2 - would be an NTP.

3 MR. COMBS: What?

4 MR. LOCKETT: Mh-hmm.

5 MR. COMBS: Seven months?

6 MR. LOCKETT: Yes. This process, it includes, you
7 know, several different stages, and we have to go to -- we have
8 to get -- one, we get the bids in.

9 MR. COMBS: Mh-hmm.

10 MR. LOCKETT: And, that -- and whoever that low bidder
11 is has to be confirmed, and then, they -- you know, that that
12 bid is correct and tabulated, correctly. And then, Paula -- our
13 Office of Fair Practice has a review process, our legal
14 department. It goes to our headquarters, and then, to the Board
15 of Public Works in Annapolis for final approval.

16 Usually -- sometimes there are some protests, okay,
17 over the awardee or the -- and that has to be resolved.
18 Hopefully, that won't happen, then that time frame might get
19 shortened some, but we usually keep it -- leave it about seven
20 months is a good time frame to keep in mind.

21 MR. COMBS: Tom Combs, Bay Country, again.

22 Not having read all 725 pages of the Specs, kind of
23 (indiscernible), I'm assuming that all of the asphalt indexes
24 and the concrete index that the State recently adopted will be
25 part of this project?

1 MR. MILLER: Are you talking -- is this me?

2 MR. LOCKETT: No, that's you.

3 MR. MILLER: Okay. We don't do adjustments. I --
4 well, there has been some questions because as State Highway
5 puts in price adjustments for asphalt binder and such; we do not
6 do that. The prices that are bid are the prices that are bid.
7 There aren't any adjustments for that.

8 MR. MUDD: Jay Mudd with Facchina Construction.

9 Does that also go for all materials on the project?
10 So, all escalation has to be figured into our bid? Right?

11 MR. MILLER: Yes. I didn't -- it's being recorded.

12 MR. COMBS: Tom Combs, Bay Country Contractors, again.

13 Apparently, I got to be honest with you, I've never
14 done anything for you guys, before. I have worked for the
15 Maryland State Highway and that's where I -- asking this next
16 question. We -- will you store -- pay for stored materials?
17 Can we stock the job and get paid for stored materials?

18 MR. BURRIS: I haven't run into that before.

19 MR. MILLER: Apparently not. Bob's my boss.

20 MR. COMBS: No to that, too?

21 MR. MILLER: No to that, too.

22 MS. CULLINGS: How about if you make it a written
23 question.

24 MR. LOCKETT: Okay.

25 MS. CULLINGS: Make it a written question.

1 MR. LOCKETT: Yeah. You might want to enter -- send
2 that to us in writing, too, of that. Okay.

3 MR. BURRIS: The only way we can pay that Gary would
4 be is award the bid, okay -- Bob Burriss.

5 The only way we could possibly do that is if he's
6 awarded the bid, okay, and for whatever reason there is a delay,
7 we would pay. But, we assume that once the bid is accepted, you
8 know, an NTP is given, he does the purchasing, and then, we know
9 that's color coded under his contract.

10 MR. COMBS: And, Tom Combs, Bay Country, again.

11 I'm confused and we're asked to hold our bid for how
12 many days, a hundred -- what was the original -- in the bid
13 package?

14 MR. LOCKETT: 150 -- yeah, 150 --

15 MR. MILLER: But, you're telling me my Notice To
16 Proceed is not going to be for seven months, so how can you hold
17 me to a price beyond the 160 days?

18 MR. LOCKETT: If it goes beyond that, we -- now, we
19 have asked for extensions on your bid price if you're the low
20 bidder -- on low bidders, before.

21 MR. COMBS: So, at the end of that 160 days if the
22 Notice To Proceed has not been issued, I will be given, or the
23 low bidder would be given an opportunity to either say yes I'm
24 going to hold my price or not; is that what you're saying?

25 MR. LOCKETT: Yeah -- and, pretty much, yeah. We're

1 -- we'll ask the bid -- low bidder to hold that price.

2 MR. COMBS: Okay.

3 MR. MUDD: Jay Mudd with Facchina.

4 In -- along that same line, if we have an MBE firm
5 that's -- that is not only supplying us, but say they're
6 supplying and self-performing, are they held to those same
7 standards or do we -- would we be responsible for covering the
8 escalation for them?

9 MS. CULLINGS: Hum. That's a good question, and be
10 sure to --

11 MR. LOCKETT: Yeah.

12 MS. CULLINGS: -- send that in writing --

13 MR. LOCKETT: Send that in.

14 MR. MUDD: Okay.

15 MS. CULLINGS: But, if a DBE is your provider who's
16 bringing their own product with them to do the task, then,
17 obviously, yeah, it probably would be to ask the question of
18 them, as well, Gary.

19 MR. LOCKETT: Mh-hmm.

20 MR. MUDD: I mean, I know that it would be our
21 responsibility, contractually --

22 MS. CULLINGS: Mh-hmm.

23 MR. MUDD: -- to set up the terms with them. However,
24 in some cases we've seen where minority, like, say you guys, the
25 third party, minority representative would tell us that us being

1 the prime contractor that it is our responsibility to make sure
2 that the MBE basically has -- it's, like, as we've heard it
3 before, is fair practice or that we look out for them. It's our
4 -- as the prime that we're responsible for looking out for them.
5 We've run into an issue like that before, that's why I'm just --

6 MS. CULLINGS: Yeah. That's the general consensus,
7 but in a situation where we're talking about these delays in
8 time, we're -- you know, that's something I'd probably need to
9 have in writing so I'm sure of what we're saying to be --

10 MR. MUDD: Yeah.

11 MS. CULLINGS: -- you know --

12 MR. MUDD: Okay.

13 MS. CULLINGS: And, please pose it as this DBE would
14 be providing you with goods and services --

15 MR. MUDD: Okay.

16 MS. CULLINGS: -- combined, and that whole effort of
17 having to store and hold --

18 MR. MUDD: Okay.

19 MS. CULLINGS: I would suspect that if you're asking a
20 D -- we're -- if we're asking you to hold your price to a
21 certain date, that you're also asking the same of the DBE, and
22 that should, really, be in writing between you and them;
23 otherwise, I didn't hear you say that --

24 MR. MUDD: Right.

25 MS. CULLINGS: -- I didn't know it would be so, and

1 you probably want to propose to them, as well, the work probably
2 won't start 'til the spring --

3 MR. MUDD: Right.

4 MS. CULLINGS: -- of 2012.

5 MR. MUDD: Right.

6 MS. CULLINGS: So, I can see where this is going.

7 Someone is going to try to procure it at the price that they're
8 quoting --

9 MR. MUDD: You've got it.

10 MS. CULLINGS: -- and where they're supposed to hold
11 it, in their back pocket, 'til the spring.

12 MR. MUDD: Mh-hmm.

13 MR. COMBS: In a market which -- excuse me, Tom from
14 Bay Country -- in a market, basically, we have, absolutely, no
15 idea what anything costs week to week.

16 MS. CULLINGS: Right.

17 MR. COMBS: It would -- what if -- would it not
18 benefit you all to consider the escalations to where we didn't
19 have to build in some God awful we don't have any idea clause --

20 MS. CULLINGS: Right.

21 MR. COMBS: -- in our cost --

22 MR. LOCKETT: Right.

23 MR. COMBS: -- where you have a fixed, like the
24 Maryland Transportation? And, it's only on your big items that
25 we're talking about. It's -- they give you fuel, concrete, and

1 asphalt index, and if we had those three things that we're able
2 to put into the contract, I'm -- all of the general contractors
3 in here would, I think, agree with me, we would be able to give
4 you much better definitive numbers, and then, you only have to
5 be concerned about the indexes. Right now, the asphalt index is
6 up, concrete's been, relatively, stable -- relatively, stable.
7 So, fuel, who knows? But, fuel drives your asphalt index and
8 the cost for us to operate.

9 So, I mean, it really is something you just -- from a
10 taxpayer, now I'm a taxpayer. As a taxpayer, I think you could
11 save the taxpayer some money by simply putting these escalation
12 clauses in there.

13 MR. LOCKETT: Well, I think, Mr. Combs, I think you
14 should put that -- put that -- please put that in writing, that
15 whole thing, so we can consider those.

16 MR. MILLER: Gary, this is something that the State
17 Highway -- this is Jim Miller.

18 MR. LOCKETT: Mh-hmm.

19 MR. MILLER: This is something that the State Highway
20 Administration started I'm thinking about six or seven years ago
21 when things started to take off in the oil prices --

22 MR. LOCKETT: Mh-hmm.

23 MR. MILLER: -- and such. I'm aware of it --

24 MR. COMBS: -- And then, just recently, did the
25 concrete and steel --

1 MR. COMBS: Yeah.

2 MR. COMBS: -- and all of that just (indiscernible) --

3 MR. MILLER: That's been done in the last couple

4 years.

5 MR. COMBS: Month -- last --

6 MR. MILLER: But, the oil prices --

7 MR. COMBS: Last year --

8 MR. BURRIS: Last two years.

9 MR. COMBS: -- last two years.

10 MR. MILLER: -- driving asphaltic binder and things

11 like that --

12 MR. COMBS: Mh-hmm.

13 MR. MILLER: -- that's been around for a few years.

14 MR. COMBS: Mh-hmm.

15 MR. BURRIS: About eight.

16 MR. MILLER: And, it's something that we've discussed.

17 It just hasn't got there, yet, here at MTA. SHA works under a

18 different set of regulations than MTA.

19 MR. COMBS: Tom Combs, Bay Country, again.

20 I'm also not -- is it -- what's the wage -- is there

21 going to be a wage scale on this?

22 MR. BURRIS: It's in there.

23 MR. COMBS: It's in there?

24 MR. LOCKETT: Yeah.

25 MR. COMBS: It's in there? Okay.

1 MR. LOCKETT: The federal wage scale.

2 MR. COMBS: Does it prevail --

3 MR. LOCKETT: Prevailing, yeah.

4 MR. BURRIS: Prevailing.

5 UNIDENTIFIED SPEAKER: That's another killer, running
6 the state highway.

7 MR. COMBS: Okay. Tom Combs, Bay Country.

8 The \$50 million Builders' Risk, even though you're
9 going to use the insurance plan, apparently, but if you don't
10 use the insurance plan, what's the purpose of the \$50 million
11 Builders' Risk Insurance policy that's required within these
12 contract documents, which I saw yesterday?

13 MR. LOCKETT: Well --

14 MR. COMBS: -- I mean, you're not doing anything. I
15 mean, you're not building the building. That's, normally, a --
16 you know, for buildings, we're building a parking lot, not a
17 building.

18 MR. LOCKETT: In order not to give you a wrong answer,
19 give me that question --

20 MR. COMBS: Put that in writing, also.

21 MR. LOCKETT: Give me that question, yeah, because I
22 don't have anybody with the expertise --

23 MR. COMBS: Because my concern --

24 MR. LOCKETT: -- that can tell you.

25 MR. COMBS: -- is if you -- if I'm -- again, we

1 haven't work with you all before, so you're saying that you are
2 going to use the insurance program, but I did read that part of
3 that and was confused. At some point you can, actually, say
4 you're not going to do it, and that could, actually, be in
5 during the contract of which, then, you would come back and say,
6 we want you all to meet these requirements.

7 MR. LOCKETT: Double the cost, yeah.

8 MR. COMBS: So, it would -- I'd much rather know which
9 way it's going to be so you -- I don't know that I have a
10 problem getting a \$50 million Building Risk thing, but we build
11 roads, not buildings, and I've never had to do that before;
12 that's all.

13 MR. LOCKETT: I know a few years ago we had -- we did
14 have a situation where that, you know, that insurance, that OCIP
15 insurance, you know, wasn't in place and went to -- you know --

16 MR. COMBS: Right. But, you're saying more than on
17 this one, so --

18 MR. LOCKETT: -- Yeah, we don't expect that to happen,
19 but like you said, if that's -- we did say in the solicitation
20 that --

21 MR. COMBS: -- That it could --

22 MR. LOCKETT: -- if it could happen -- if it should
23 happen, then, yes. So, maybe you should put that question, that
24 insurance question, send it in to me. I'm writing -- wrote it
25 down --

1 MR. COMBS: Yes, sir.

2 MR. LOCKETT: -- but -- all right.

3 MR. COMBS: You all better get me out of here.

4 [Laughter].

5 MR. LOCKETT: That's fine, now.

6 MR. MILLER: Rather the questions be asked now --

7 MR. LOCKETT: Yes.

8 MR. MILLER: -- instead of later.

9 MR. LOCKETT: Yes.

10 Any more questions?

11 MR. COMBS: Again, Tom.

12 Electrical -- the powering of the lights, is the State
13 going to put the power -- we going to apply for the power in the
14 State's name or do we have to get the permit, and apply for the
15 power in our name, and run the power in our name until you all
16 take the project over?

17 MR. MILLER: The power is going to be relocated by
18 SMECO and put into a meter. The -- from the transformer back
19 through the lighting and conduits, that would be installed on --
20 by the contractor under this contract.

21 The county -- St. Mary's County is going to be a --
22 the customer, the power customer in this case. They're going to
23 be paying for the electricity. So, when it's hooked up and the
24 metering begins, at least -- I put them down -- I believe, I put
25 St. Mary's County down as the customer. Put that question in

1 writing so that I can respond to it more, accurately. I -- it's
2 been a while since I wrote that up.

3 MR. COMBS: Because typically, you know, we have to
4 get it -- the electrician to go to METCOM to fill out the load
5 forms and then pick the meter base up, and who's ever name that
6 meter base -- who's ever going to be paying for that electric,
7 and I don't care if it's us initially, we just need to know are
8 we responsible for that during the period while we're testing
9 and putting lights and the stuff up.

10 MR. MILLER: Could you put that in writing --

11 MR. COMBS: Sure.

12 MR. MILLER: -- and send that to Gary?

13 Anything else?

14 MR. LOCKETT: No more questions?

15 MR. COMBS: You have a very confusing parking garage
16 situation.

17 MR. LOCKETT: No more questions, I'd like to thank
18 everyone for coming, and you'll be hearing from us, soon.

19 (PRE-BID MEETING WAS CONCLUDED)

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CERTIFICATE OF TRANSCRIBER

I, hereby, certify that the Maryland Department of Transportation, Maryland Transit Administration Pre-bid meeting for Contract No. T-1041-0140 on 6 St. Paul Street in Baltimore, Maryland on October 20th, 2011 was recorded by means of electronic sound recording.

I further certify that, to the best of my knowledge, that the foregoing pages represent a complete and accurate transcript of the duplicated electronic sound recording of the proceedings as transcribed by me.

I further certify that I am neither a relative to nor an employee of any attorney or party, herein, and that I have no interest in the outcome of this solicitation.

In witness whereof, I have affixed my signature this 2nd day of November, 2011.

By: 

Lisa P. Campbell
Transcriber