



VERSION 2.0 — FORENSIC EVIDENCE UPDATE

INVOICE SUPPORTING DOCUMENTATION PACKAGE

City of Baltimore Department of Public Works
Emergency Snow & Ice Removal Operations

Period of Performance: January 31 – February 12, 2026

Prepared By: JWTTC LLC — Brian Benoit, Principal

Document Reference: JWTTC-BAL-SNOW-2026-002

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CONFIDENTIAL — BUSINESS RECORDS

Provided solely for substantiating invoiced amounts under Contract between JWTTC LLC and the City of Baltimore DPW

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Executive Summary

This document provides comprehensive, forensically documented supporting evidence for JWTC LLC's invoice to the City of Baltimore Department of Public Works for emergency snow and ice removal services performed January 31 – February 12, 2026. **Every dollar on this invoice is traceable to a specific city directive.**

68

CITY AUTHORIZATIONS

\$12.8M

ESTIMATED CONTRACT
VALUE

87+

EVIDENCE ITEMS

19

UNANSWERED
QUESTIONS

8

CITY CONTRADICTIONS

12

DAYS OF OPERATIONS

1.1 The Core Facts

FACT	EVIDENCE
The city directed every aspect of this operation	68 documented authorizations from 7 city officials (Section 3)
The city knew exactly what was deployed — and didn't object	Equipment counts reported to Toya Sykes on 5 separate occasions (EVD-0038 , EVD-0058)
The city defined scope to include dump trucks and salting	Toya: " <i>This is a SNOW REMOVAL OPERATION</i> " (EVD-0135 , EVD-0138)
JWTC raised billing concerns — city never responded	19 questions asked, most unanswered (Section 8)
City called JWTC crews "DPW CONTRACTORS"	Toya notified all salt domes (EVD-0116)
City was satisfied with the work	Steve post-demob: " <i>all looks good</i> " (EVD-0155)

1.2 Financial Overview

LINE ITEM	AMOUNT
Total Processed Payroll (Sub Costs)	\$11,205,354
— Neiman Location	\$5,967,988
— M&T Stadium Location	\$5,237,366
Estimated Daily Burn Rate	~\$1.6M/day
Estimated Total Contract Value (City Owes)	~\$12.8M

CITY DECIDED → JWTC EXECUTED → CITY OWES

"Send 295 skid steers" → Deployed them → Billed @ \$225/hr

"We need dump trucks" → Deployed 81 → Billed @ \$175/hr

"Make sure we're salting" → Deployed 10 salt trucks → Billed @ \$180/hr

"Stage at M&T" → Moved everything → Billed logistics

"Run 24-hour ops" → Ran 24-hour ops → Billed all shifts

"This is SNOW REMOVAL" → Removed snow → Billed every load

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Project Overview

2.1 Timeline

DATE	EVENT
Jan 31	Contract negotiated, signed, and executed in a single day
Feb 1	Operations commence — initial deployment issues (6 of 50 skid steers)
Feb 2	City begins directing equipment movements via text (EVD-0121)
Feb 3	134 skid steers on site; QR tracking deployed; dump trucks ordered
Feb 4	236 skids, 44 dumps reported — no city objection; worker assaulted
Feb 5	Amendment 1 sent (email/PDF mismatch); priority routes with deadlines
Feb 6	Amendment 2 formally requested (salt trucks + supervisors)
Feb 7	Amendment 1 fully executed; City Council begins driving scope
Feb 8	Toya defines scope: "SNOW REMOVAL OPERATION" — dump trucks justified
Feb 9	295 skids, 81 dumps, 15 loaders, 10 salt — no objection; shooting incident
Feb 10-11	Dozer requested; 340 dump loads in one day; dump site chaos
Feb 12	City-ordered demob; Patrick raises billing concerns — no response
Feb 13	Post-demob inspections: <i>"all looks good"</i>

2.2 Key Parties — City of Baltimore DPW

NAME	TITLE	ROLE IN OPERATIONS	AUTHORIZATIONS
Kendall Abu-Hakim	Department Director	Executive authority	1
Toya Sykes	Chief, Fleet & Facilities	Primary operations commander	39
Steve Strickland	Chief, Ops & Logistics	Logistics lead	17
Sandra Calligan	Fleet Manager	Amendment management	4
Anthony Galloway	Division Manager	Route/dump truck direction	4
Alan D. Robinson	Deputy Director	Urgent priority clearing	1
Paris Gray	City Council Member	Political pressure / scope expansion	1

2.3 Contract Structure

ELEMENT	DETAIL	STATUS
Original Contract	204 skid steers @ \$225/hr, 4 loaders @ \$325/hr	✔ Executed Jan 31
Amendment 1	50 dump trucks @ \$175/hr	✔ Executed Feb 7
Amendment 2	Salt trucks @ \$180/hr, Supervisors @ \$125-150/hr	⚠ Never executed

3

City Authorization Chain

NEW

This section documents **68 specific instances** where City of Baltimore officials directed, approved, acknowledged, or tacitly accepted JWTC's work.

49

DIRECT ORDERS (D)

9

EXPLICIT APPROVALS (A)

10

TACIT / KNOWLEDGE
(T+K)

3.1 Selected Key Authorizations

#	DATE	OFFICIAL	ACTION	TYPE	EVIDENCE
7	Feb 3	Toya Sykes	Receives 134 skid steers on site — no objection	T	EVD-0101
12	Feb 4	Toya Sykes	"I need a dump truck, skid steer, salt truck"	D	EVD-0030
15	Feb 4	Steve Strickland	"Lot B at M&T Stadium has been approved for staging"	D	EVD-0057
16	Feb 4	All Officials	Receive 236 skids, 44 dumps — no objection	T	EVD-0058
18	Feb 4	Toya Sykes	Notifies all salt domes: "they are DPW CONTRACTORS"	D	EVD-0116
40	Feb 7	A. Galloway	City Council (Paris Gray) → Abu-Hakim → Galloway → JWTC	D	EVD-0084
45	Feb 8	Toya Sykes	"This is a SNOW REMOVAL OPERATION"	D	EVD-0135
49	Feb 9	Toya Sykes	"We are REMOVING the snow... Make sure we are salting"	D	EVD-0138
51	Feb 9	Toya Sykes	"14 dumps 4 bobcats for your team"	D	EVD-0140
53	Feb 9	Toya Sykes	Receives 295 skids, 81 dumps, 15 loaders, 10 salt — NO OBJECTION	T	EVD-0038
58	Feb 10	Steve Strickland	"Can anyone advise if we have any dozer in theater?"	D	EVD-0143
65	Feb 12	Steve Strickland	Formal demob: "0700-1700 to demobilize"	D	EVD-0151
66	Feb 12	Steve Strickland	"Toya spoke to me about the second addendum"	A	EVD-0002
68	Feb 13	Steve Strickland	"all looks good" / "things are looking pretty good"	A	EVD-0155

Key Takeaway: Every city official who interacted with JWTC either directed work, approved work, or received detailed reports about scale and raised zero objections. The full 68-authorization register is available in the companion markdown document.

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Financial Summary

4.1 Contract Rate Schedule

EQUIPMENT TYPE	HOURLY RATE	SOURCE	STATUS
Skid Steer (w/ operator)	\$225/hr	Original Contract	✓ Executed
Wheeled Loader	\$325/hr	Original Contract	✓ Executed
Dump Truck (10-ton, w/ driver)	\$175/hr	Amendment 1	✓ Executed
Salt Truck	\$180/hr	Amendment 2 (requested)	⚠ Never executed
Operations Supervisor	\$150/hr	Amendment 2 (requested)	⚠ Never executed
Field Crew Supervisor	\$125/hr	Amendment 2 (requested)	⚠ Never executed

4.2 Total Processed Payroll

LOCATION	OPERATORS	HOURS	AMOUNT
Neiman	~1,924	~20,444	\$5,967,988
M&T Stadium	~977	~11,644	\$5,237,366
TOTAL		~32,088	\$11,205,354

4.3 Estimated Daily Billing to City

DATE	EQUIPMENT DEPLOYED	EST. DAILY BILLING
Feb 3	134 skids, ~18 dumps	~\$838,200
Feb 4	236 skids, 44 dumps, 3 loaders	~\$1,482,600
Feb 5-7	Ramping to peak	~\$1.2M-\$1.6M/day
Feb 9 (peak)	295 skids, 81 dumps, 15 loaders, 10 salt	~\$2,093,400
Feb 10-11	Sustained peak	~\$1.8M-\$2.0M/day
Feb 12	Demob (0700-1700)	~\$200K+

Sandra Calligan's Awareness: Sandra reportedly called Brian Benoit about **\$2.2M/day** in spend — aligning with peak equipment counts. The city was aware of the daily burn rate and continued directing operations without scaling back.

5

Equipment Deployment Record

5.1 Equipment Count Trajectory — As Reported to City

DATE	SKID STEERS	DUMP TRUCKS	LOADERS	SALT TRUCKS	REPORTED TO	RESPONSE
Feb 3	134	—	—	—	Toya	No objection
Feb 4	236	44	2-3	—	All officials	No objection
Feb 9	295	81	15	10	Toya	No objection

5.2 Variance Against Contract

EQUIPMENT	AUTHORIZED	ACTUAL (FEB 9)	VARIANCE	% OVER
Skid Steers	204	295	+91	+44%
Dump Trucks	50	81	+31	+62%
Wheel Loaders	4	15	+11	+275%
Salt Trucks	0	10	+10	N/A
Supervisors	0	12	+12	N/A

Critical: Toya Sykes personally requested these equipment counts on at least 5 separate occasions. She received the numbers, continued directing operations, and raised zero objections. This constitutes ratification under contract law.

5.3 Every Equipment Type Was City-Requested

EQUIPMENT	REQUESTED BY	QUOTE	EVIDENCE
Dump Trucks	Toya Sykes	"I need a dump truck"	EVD-0030
Salt Trucks	Toya Sykes	"2 salt trucks over at 1600 Northgate"	EVD-0134
Wheeled Loader	Toya Sykes	"we need to bring a wheeled loader"	EVD-0032
Lightning Loaders	Toya Sykes	"We need lightning loaders"	EVD-0067

EQUIPMENT	REQUESTED BY	QUOTE	EVIDENCE
Dozer	Steve Strickland	<i>"do we have any dozer in theater?"</i>	EVD-0143

6

Scope Evolution Timeline

The scope expanded dramatically. Every expansion was driven by the city — not JWTC.

6.1 How the City's Own Definition Drove Expansion

Original Contract: Skid steers to clear snow from alleys. Skid steers push snow → creates piles.

Toya Sykes, Feb 8: *"This is a SNOW REMOVAL OPERATION. Creating piles is not apart of the contracted scope of work!" (EVD-0135)*

Toya Sykes, Feb 9: *"We are REMOVING the snow from these alleys. DO NOT BLOCK RESIDENTS IN... Make sure we are salting as well." (EVD-0138)*

The Logic Chain:

1. City defines scope as **REMOVAL** (not pushing) → requires dump trucks
2. City demands **salting** → requires salt trucks
3. Managing 9+ dump sites → requires loaders, eventually a dozer
4. Coordinating 295+ units, 450 workers → requires supervisors

Every equipment type JWTC deployed was a **direct consequence of the city's own scope definition.**

6.2 Political Pressure Trail

The scope wasn't just operationally driven — it was politically driven:

Feb 7: City Council Member **Paris Gray** → DPW Director **Abu-Hakim** → Division Manager **Galloway** → JWTC subs. Elected officials pressured DPW, who routed work to JWTC. (EVD-0084)

7

Amendment Analysis

7.1 Amendment 1 — The Email/PDF Mismatch

ELEMENT	SANDRA'S EMAIL (FEB 5)	SIGNED PDF (FEB 7)
Equipment	"50 skid steers"	"50 Dump Trucks"
Rate	Not stated	\$175.00/hr
Legal Status	Cover email	Binding signed document

What this proves: The signed legal document controls. The mismatch demonstrates DPW was thinking about expanding both skid steers AND dump trucks — confirming the city knew equipment was scaling across all categories.

7.2 Amendment 2 — Acknowledged But Never Executed

DATE	EVENT	EVIDENCE
Feb 6	Charlene formally requests Amendment 2	Email
Feb 7	Sandra: "We are reviewing... will process it soon"	Email
Feb 12	Steve: "Toya spoke to me about the second addendum"	EVD-0002
Feb 12	Operations conclude — Amendment 2 never executed	—

10 salt trucks and 12 supervisors operated for 6–9 days at the city's direction without formal amendment — because the city failed to execute their own paperwork. The city's administrative failure should not void JWTC's right to payment.

7.3 Equipment Operating Before Amendments

EQUIPMENT	FIRST DEPLOYED	AMENDMENT SIGNED	GAP
Dump Trucks	Feb 3	Feb 7	4 days
Salt Trucks	Feb 4	Never	9+ days

EQUIPMENT	FIRST DEPLOYED	AMENDMENT SIGNED	GAP
Supervisors	Feb 1	Never	12+ days

8

Unanswered Questions Register

NEW — 19 QUESTIONS

JWTC raised **19 specific questions** to DPW officials. Most were never answered.

8.1 Critical Unanswered Items

#	DATE	WHO ASKED	QUESTION	DIRECTED TO	STATUS
1	Feb 12	Patrick	"Unit counts changed on the fly... Is that going to present an issue on billing?"	Steve	NO RESPONSE
2	Feb 12	Patrick	"Please respond to my email this morning"	Steve	NO RESPONSE
5	Feb 6	Charlene	Amendment 2 for salt trucks — addendum request	Sandra	NEVER EXECUTED
8	Feb 5	Patrick	Towed truck resolution — \$1,850	Steve	NO RESOLUTION
9	Feb 9	Patrick	Dozer/excavator clearance and pricing	Toya	NEVER RESOLVED
11	Feb 12	Patrick	Written confirmation demob is complete	Steve	NEVER PROVIDED
12	Feb 12	Patrick	Final timesheet reconciliation agreement	Steve	NEVER PROVIDED
13	Feb 12	Patrick	Invoicing timeline through Workday	Steve	NEVER PROVIDED

8.2 Response Time Asymmetry

DIRECTION	REQUEST TYPE	RESPONSE TIME
City → JWTC	Equipment deployment	Minutes to hours
City → JWTC	Press conference numbers	"Not a minute late"
JWTC → City	Billing clarification	NEVER
JWTC → City	Amendment 2 execution	7+ days → NEVER
JWTC → City	Demob sign-off items	NEVER

JWTC's Position: The city's silence does not create a discount. Work was performed at city

direction. Questions were asked in good faith. JBTC invoices based on actual work performed.

CONTR-001: Amendment 1 — Email Says "Skid Steers," Document Says "Dump Trucks"

Sandra's email: "50 skid steers." Signed PDF: "50 Dump Trucks @ \$175/hr." The signed document controls — but the confusion confirms the city knew both equipment types were expanding. [EVD-0001](#)

CONTR-002: Salt Domes — "Open" vs. Actually Refusing Service

City said domes were open. JWTC was refused salt at least 3 times. Cost JWTC idle time and wasted fuel. [EVD-0105](#), [EVD-0115](#), [EVD-0131](#)

CONTR-003: Pimlico Dump Site — Open/Closed/Open/Closed/Open

Feb 11: City said open → crews turned away → city said open again → still turned away → finally open. Loaded dump trucks drove in circles. All idle time is billable. [EVD-0145](#)

CONTR-004: Scope = "REMOVAL" But Contract Only Covered Pushing

Original contract: skid steers (push snow). Toya's definition: "SNOW REMOVAL — creating piles is NOT the scope!" Her own definition **requires dump trucks** that weren't in the original contract. [EVD-0135](#), [EVD-0138](#)

CONTR-005: Amendment 2 — "Will Process It Soon" → Never Executed

Sandra (Feb 7): "reviewing... will process soon." Steve (Feb 12): "getting that done today or tomorrow." Operations ended. Amendment never executed. [EVD-0002](#)

CONTR-006: City Received Equipment Counts — Never Corrected Them

Feb 4: 236 skids, 44 dumps. Feb 9: 295 skids, 81 dumps, 15 loaders, 10 salt. City took **zero corrective action**. Toya kept directing operations. [EVD-0038](#), [EVD-0058](#)

CONTR-007: "Reset Day" Discussed — Never Happened

Steve (Feb 6): *"Maybe we need a reset day."* Operations continued at peak intensity through Feb 12.

EVD-0004

CONTR-008: Day 1 Failure → 11 More Days of Reliance

Only 6/50 skids on Day 1. City could have terminated. Instead: expanded scope, added amendments, praised JWTC as *"ROCKSTARS."* Waiver through continued acceptance.

10

Safety & Working Conditions

JWTC crews operated 24/7 in dangerous Baltimore neighborhoods during freezing winter conditions. **Ten safety incidents** were documented.

2

CRITICAL INCIDENTS

3

HIGH SEVERITY

5

MEDIUM / LOW-MED

10.1 Critical Incidents

Feb 4 — Worker Nico Somolec Assaulted: Bilateral jaw fractures, medically induced coma, intubated, surgery required. Assaulted near True Chesapeake restaurant. Sandra contacted 911.

[EVD-0114](#)

Feb 9 — SHOTS FIRED at 301 E 28th St: A skid steer was struck by a bullet. Kubota windshield has bullet hole (photo documented). No injuries. Toya's response: *"Have mercy... Please have the crews pack up and move on to the next location."* [EVD-0037](#)

10.2 Additional Gun/Weapon Incidents

DATE	LOCATION	INCIDENT	EVIDENCE
Feb 4	W Lexington / N Poppleton	Gun incident — screenshot forwarded to Toya	EVD-0041
Feb 5	Undisclosed	Gun pulled on crew — evacuated, cussed at on return	EVD-0063
Feb 9	City streets	Police prioritization failure — Patrick couldn't get police support	—

Relevance to Invoice: These conditions justify premium emergency rates, explain operational delays from evacuated work zones, and document that JWTC's workforce risked their lives executing city directives.

11

Responsibility Matrix (RACI)

ACTIVITY	CITY (DPW)	JWTC	WHAT THIS MEANS
What equipment to deploy	A / R	I	City told JWTC what to send
How many units	A / R	I	Changed "on the fly" by DPW
Where to stage	A / R	I	5 staging sites — all city-directed
Where to dump snow	A / R	I	9+ dump sites — all city-managed
Which routes to clear	A / R	I	Specific addresses and deadlines
Scope definition	A / R	I	"SNOW REMOVAL" — city's words
Operating schedule	A / R	I	24-hour ops; demob timing
Amendment execution	A / R	C	DPW drafted; JWTC requested
Executing field work	I	R	JWTC performed the work
Tracking hours	I	R	JWTC + City QR system
Raising billing concerns	—	R	JWTC flagged; city didn't respond

The pattern across every row: The City of Baltimore DPW made the decisions. JWTC carried them out. The city was satisfied with the work. Now it is time to pay.

12 Evidence Index — 87+ Items

12.1 Top 10 Evidence Items

RANK	REF	DATE	DESCRIPTION
1	EVD-0038	Feb 9	Toya receives 295/81/15/10 counts — no objection
2	EVD-0135	Feb 8	Toya: <i>"This is a SNOW REMOVAL OPERATION"</i>
3	EVD-0138	Feb 9	Toya: <i>"REMOVING the snow... salting as well"</i>
4	EVD-0010	Feb 12	Patrick raises billing concern — city never responds
5	EVD-0116	Feb 4	Toya: <i>"they are DPW CONTRACTORS"</i>
6	EVD-0151	Feb 12	Steve: formal demob directive
7	EVD-0002	Feb 12	Steve confirms Amendment 2 was city's responsibility
8	EVD-0058	Feb 4	236/44 reported — no objection from any official
9	EVD-0155	Feb 13	Steve: <i>"all looks good"</i>
10	EVD-0140	Feb 9	Toya allocates: <i>"14 dumps 4 bobcats for your team"</i>

12.2 City Satisfaction Statements

DATE	OFFICIAL	QUOTE
Feb 4	Toya	<i>"I love this!!!!"</i> (Snow Flow Dashboard)
Feb 4	Toya	<i>"Thank you and your guys. I truly appreciate the help. I am grateful."</i>
Feb 5	Steve	<i>"Nice work. You guys keep safe and warm."</i>
Feb 6	Sandra	<i>"You guys are gettin' it done!"</i>
Feb 8	Toya	<i>"You guys are ROCKSTARS!!!"</i>
Feb 13	Steve	<i>"all looks good" / "things are looking pretty good"</i>

12.3 Source Threads

THREAD	PARTICIPANTS	DATES	KEY VALUE
T1/T2	Patrick ↔ Steve	Feb 5-12	Amendment 2 confirmed; billing discrepancy
T3	Patrick ↔ Toya	Feb 3-9	Equipment counts, shooting, city directives
T4	7-person group	Feb 4-8	Main ops group; M&T staging; towed truck

THREAD	PARTICIPANTS	DATES	KEY VALUE
T5	Patrick → Kendall	Feb 7	DPW Director engagement
T6	Galloway + subs	Feb 5-7	City Council directives; dump truck requests
T7	Patrick, Sandra, Toya	Feb 5	Contract/reconciliation requests
T8	6-person group	Feb 3-4	Earliest thread — QR system, salt, assault
T10	8-person group	Feb 6-13	Demob, scope definition, dozer, dump sites

This section anticipates **10 arguments** the city could make — and documents JWTC's defense for each.

VULN-001: Day 1 Deployment Failure

City's argument: "JWTC breached the contract — only 6 of 50 skid steers showed up."

- City continued working with JWTC for **11 more days** — waiver
- By Feb 3: 134 skids. By Feb 4: 236 skids — JWTC over-delivered
- No termination notice; instead city expanded scope with amendments
- Toya: "You guys are ROCKSTARS!!!"

VULN-002: Equipment Operating Before Amendment 1

City's argument: "Dump trucks operated Feb 3-7 before Amendment 1 was signed."

- Toya ordered dump trucks Feb 3 — city initiated the deployment
- City directed dump trucks throughout: "I need a dump truck" (EVD-0030)
- City cannot direct equipment then refuse to pay because **their paperwork was late**
- Quantum meruit: work performed and accepted

VULN-003: Amendment 2 Never Executed

City's argument: "No signed amendment for salt trucks and supervisors."

- Sandra acknowledged Amendment 2 Feb 7: "will process it soon"
- Steve confirmed Feb 12: "getting that done today or tomorrow" (EVD-0002)
- Toya directly requested salt trucks (EVD-0134) and defined scope to include salting (EVD-0138)
- City cannot benefit from their own administrative delay
- Promissory estoppel: JWTC relied on city's representations

VULN-004: Equipment Counts Exceeded Contract

City's argument: "295 skids vs. 204 contracted — unauthorized overage."

- Counts reported to Toya 5 separate times — **zero objections** (EVD-0038)
- Toya **requested** counts and kept directing operations
- Toya **allocated equipment herself**: "14 dumps 4 bobcats for your team" (EVD-0140)
- Patrick raised discrepancy Feb 12 — city never responded (EVD-0010)
- Tacit approval through continued direction = ratification

VULN-005: 72 Night Shift Dump Trucks

City's argument: "72 dump trucks on one night shift was excessive."

- Toya allocated dumps to teams on Feb 9 (EVD-0140)
- 81 total dumps reported — Toya didn't object (EVD-0038)
- City's "REMOVAL" scope definition made high dump deployment necessary
- 340 dump loads tracked by city on Feb 11 without complaint (EVD-0146)

VULN-006: City Knew Cost Was High (\$2.2M/day)

City's argument: "We were alarmed by costs."

- Sandra called Brian about spend — **but city continued directing at same intensity**
- Awareness without corrective action = acceptance
- At no point did any city official say "reduce" or "scale back"

VULN-007: JWTC Not Registered in Maryland

City's argument: "Contract invalid — JWTC not registered in MD."

- DPW's legal team approved the contract knowing JWTC was TX-registered
- City approved same-day despite this — waiver
- Emergency operations doctrine
- City cannot accept 12 days of service and then deny payment on a technicality

VULN-008: Payroll Phantom Names

City's argument: "JWTC payroll has fake names — billing is inflated."

- Identified through JWTC's own quality review (triple-OCR) — transparency
- City is billed on **deployed equipment hours**, not individual names
- City's QR check-in data provides independent verification

VULN-009: No Daily Reconciliation

City's argument: *"Hours aren't verified without daily sign-off."*

- Brian demanded reconciliation Feb 8 — **city never implemented their side**
- Both parties have independent tracking systems
- City's failure to participate doesn't void JWTC's right to payment

VULN-010: Scope Creep — JWTC Inflated Billing?

City's argument: *"JWTC added equipment to boost revenue."*

- Every equipment type was city-requested (dump trucks, salt, loaders, dozer)
- Every staging location was city-directed (5 sites)
- Every dump site was city-managed (9+ sites)
- City set the 24-hour schedule
- **Zero evidence** of unilateral equipment addition by JWTC

Prepared for use in mediation, dispute resolution, or litigation. Approximately 5-minute presentation.

In late January 2026, Baltimore was buried by a massive snowstorm. The city was desperate. DPW reached out to JWTC — a national emergency services contractor — and the entire contract was negotiated, signed, and executed in a single day: January 31st.

What followed was 12 days of the most intense, dangerous emergency operations this contractor has ever performed.

The city ran this operation. Not JWTC.

From Day 2, Toya Sykes — DPW's Chief of Fleet and Facilities — was texting Patrick Haygood telling him where to send equipment, what to deploy, and when. She deployed the city's QR check-in tracking system. She established reporting schedules. She told JWTC crews where to stage, where to dump snow, and what routes to clear.

She even told other city departments that JWTC crews were "*DPW contractors*" — her exact words — so that salt domes would stop denying them salt.

The scope expanded because the city expanded it.

The original contract was for skid steers to clear snow. But when Toya inspected the routes and found snow piles, she didn't say "good job." She said: "*This is a SNOW REMOVAL OPERATION. Creating piles is not part of the contracted scope of work!*" She repeated it the next day: "*We are REMOVING the snow. Make sure we are salting as well.*"

Removal requires dump trucks. Salting requires salt trucks. The city's own scope definition mandated the equipment JWTC provided.

The city knew exactly what was deployed.

On February 9th, Toya personally requested a full equipment breakdown. Patrick provided it: 295 skid steers, 81 dump trucks, 15 wheel loaders, 10 salt trucks. Toya received those numbers. She didn't say "that's too many." She continued directing operations and that same day allocated *"14 dumps and 4 bobcats"* to a single team.

JWTC's people were shot at, beaten, and threatened.

On February 4th, a worker was assaulted and hospitalized in a medically induced coma with bilateral jaw fractures. On February 9th, a skid steer was struck by a bullet. The city knew. Their response: keep working.

When JWTC raised financial concerns, the city went silent.

On demobilization day, Patrick raised the billing discrepancy between field-directed counts and amendment counts. Steve never responded. Amendment 2 — covering salt trucks and supervisors — was requested on February 6th. The city acknowledged it, promised to process it, confirmed it was being handled. It was never executed.

The pattern is unmistakable.

The city demanded instant compliance when they wanted something. When JWTC needed contractual clarity, the city either delayed or never responded. Every dollar on JWTC's invoice traces to a specific directive from a city official. Sixty-eight documented authorizations from seven officials.

The city was satisfied. Steve inspected the sites and said they looked *"pretty good."* Toya called the crews *"ROCKSTARS."*

The city made the calls. JWTC made it happen. Now it is time to pay the bill.

Certification

I, the undersigned, certify that the information contained in this Invoice Supporting Documentation Package is true and correct to the best of my knowledge, and that all invoiced amounts reflect actual work performed at the direction of authorized City of Baltimore Department of Public Works personnel during the period of January 31 – February 12, 2026.

JWTC LLC

Brian Benoit

Owner / Principal, JWTC LLC

Date: _____

Patrick Haygood

Project Manager, JWTC LLC

Date: _____