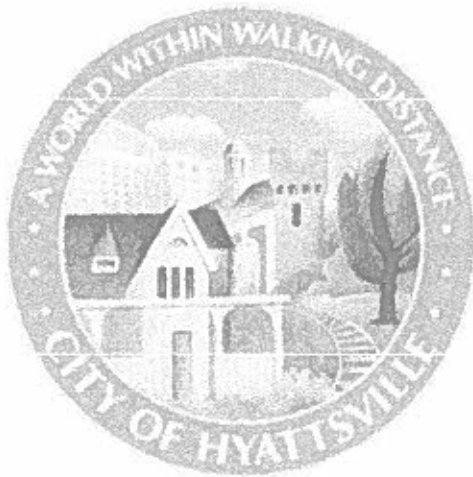


# City of Hyattsville – RFP



Request for Proposal

Alley Maintenance

**City of Hyattsville**

4310 Gallatin Street  
Hyattsville, MD 20781

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## SCOPE OF WORK

The City of Hyattsville, Maryland invites sealed responses to this Request for Proposal (RFP #DPW21-003) Alley Maintenance.

## BACKGROUND INFORMATION

The City of Hyattsville's Department of Public Works maintains parks, public right of ways, and other green spaces throughout the City.

The purpose of this solicitation is for the City of Hyattsville to select no more than one (1) RFP Respondent (hereafter Contractor) that provides the best price and responsiveness as selected by City Staff. The Contractor selected will work according to all Federal, State, and local requirements and using industry accepted best practices to perform landscape maintenance as per the scope that follows.

The City will select no more than one (1) Contractor for this RFP according to the following proposed schedule.

### **RFP Solicitation Schedule:**

February 3, 2021: Solicitation  
February 10, 2021: Pre-proposal meeting at 2:00PM  
February 16, 2021: Questions Due by 5:00PM  
February 23, 2021: Proposals Due at 2:30PM  
February 23, 2021: Proposals Opened at 2:40PM  
February 26, 2021: Notification of Intent to Award  
March 15, 2021: Council Review and Approval

These durations and dates are for information purposes only and the owner reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all the solicitation steps.

## RECORDS RETENTION

The City will require the Contractor to maintain an original set of records on work performed including daily reports, delivery tickets, testing reports, certifications, and any other documents as may be required in performance of this work. The City will be provided a duplicate set of records, but upon request may require the Contractor to provide specific records for confirming City records or use in litigation.

## VIRTUAL PRE-PROPOSAL MEETING

There will be a virtual pre-proposal meeting on February 10, 2021 at 2:00PM. The link will be posted on the City's website. An optional tour of the locations by appointment only on a first come, first served basis. To setup a tour between February 10<sup>th</sup> and 16<sup>th</sup> please contact Joe Buckholtz at [jbuckholtz@hyattsville.org](mailto:jbuckholtz@hyattsville.org) or call 240-832-1700.

## STATE OF PURPOSE

The objective of this solicitation process is for the City of Hyattsville to identify and select one (1) Contractor to perform alley maintenance in accordance with all stated intents, specifications, and stipulations contained or referenced herein.

Each Contractor shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The selected Contractor shall furnish all personnel, with the correct qualifications, licenses, certifications, etc., as required, to complete the assigned task.

The selected Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include, but not be limited to, mowing, edging, pruning, fertilizing, watering, and cleanup.

The intent is to maintain a superior appearance of the properties as determined by the City. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City.

The Contractor shall adhere to the City of Hyattsville Pesticide Regulations as well as the Hyattsville Sustainable Land and Building Management Practices.

## SPECIFICATIONS

Alley Maintenance shall consist of a complete, regularly scheduled program for maintaining the health, appearance, and usability of the City alleys. These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of alley maintenance during the term of the agreement. The list of locations covered by this RFP is listed in Appendix C. Each alley may need one or more of the following maintenance services.

### TURF MAINTENANCE

#### First Mowing

Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Football field and soccer fields shall be mowed at a height of 2-3 inches depending on the season, as directed by City Staff.

Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.

Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around trees, plants, and all other fixtures to prevent damage to them.

## Edge Edging

Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically, following Hyattsville's "Sustainable Land and Building Management Practices" included as Attachment B, and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

## Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

## TREE AND SHRUB MAINTENANCE

All plant and tree material are to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the City. The Contractor shall comply with ANZI A300 Standards for all pruning.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants shall be removed whenever possible.

Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City.

Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved ORGANIC post-emergence herbicides following city submission of SDS and city approval.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the City.

## GROUND COVER & BEDS

All beds shall be maintained with a 3" dressing of shredded hardwood.

Open ground between plants shall be kept weed-free using mechanical or chemical methods as approved by the City. Refer to appendix B.

Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces shall be raked smooth and cultivated regularly.

Vines shall be trimmed neatly against supporting structures and kept within bounds.

Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.

Sign faces and windows shall be kept clear of encroaching growth.

## ANNUAL COLOR MAINTENANCE

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.

Plants shall be monitored for the presence of insects or diseases and shall be reported to the City when found.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas. If further watering is necessary, Contractor shall notify City.

Litter shall be removed as color is generally in a focal area. Should any plant material need to be replaced due to any type of damage, a proposal for replacement shall be submitted and approved by the City prior to replacement and installation. The City agrees to be financially responsible to replace plant materials on a timely basis.

## OTHER SERVICES

Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annuals, cut back perennial plantings appropriately, covering of beds necessary to protect plants, etc.).

The Contractor shall establish and maintain an effective communication system with the City.

## CONTRACTOR'S OBLIGATION TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT

The Contractor, in performance of this public works construction project, or where there is an ADA component involved, acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, and/or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

13. COMPENSATION AND PAYMENT TERMS

The City intends to enter into a service contract for the proposed project term. Compensation for the services rendered will be based upon a not to exceed contract, the value of which will be determined by the Department of Public Works and the selected Contractor.

14. EVALUATION CRITERIA AND SELECTION PROCEDURES

**Evaluation Criteria:**

Evaluation of Contractor will be based upon the complete submission of the required Proposal package. Incomplete packages may be eliminated from further consideration.

**Selection Procedures:**

Selection of successful Contractor will be based upon the following:

- Proposal Price
- History of working with the City of Hyattsville
- History of project of similar scope
- Availability of equipment and personnel to complete the project within the allotted time.

15. FAILURE TO COMPLY WITH RFP INSTRUCTIONS

Failure to read the RFP and comply with its instructions will be at the Contractor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The proposal must be signed by a designated representative or officer authorized to bind the Contractor contractually. Submission of a signed proposal to the City will be interpreted to indicate the Contractor's willingness to comply with all terms and conditions set forth the herein.

16. PROPOSAL SUBMISSION PROCEDURES

The Proposals will be received by the City Clerk, no later than **2:30 pm**, Tuesday, February 23, 2021 and shall be mailed or hand delivered to:

**The City of Hyattsville  
4310 Gallatin Street  
Hyattsville, Maryland 20781  
Attn: Laura Reams, City Clerk**

For additional information regarding the services specified in this request for qualifications, contact Hal Metzler, City Project Manager in writing by email at [hmetzler@hyattsville.org](mailto:hmetzler@hyattsville.org). Questions specific to this solicitation will be accepted until 5:00 PM on Tuesday, February 16, 2021.

17. CONTRACT DOCUMENTS

A Contractor responding to this RFP must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the Contractor. The City will base the selection of a Contractor on documentation submitted in the Proposal Documents.



Applicants must submit **6 total copies of their Proposal. These copies must adhere to the following format: one (1) bound, four (4) unbound and one (1) digital pdf copy of the proposal on a USB drive.** Each Contractor will be evaluated, rated and/or ranked, based on information provided in their Proposal.

#### EVALUATION OF PROPOSALS AND AWARD OF THE RFP

The Proposals will be publicly opened and read on Tuesday, February 23, 2021 at 2:40pm via a virtual meeting. The link to the meeting will be available via the City website.

Proposals from all Contractors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated.

The City reserves the right to reject all RFP submissions and further reserves the right to re-issue the RFP.

#### PROPOSAL VALIDITY PERIOD

All Proposals must be valid for a period of **120 days** from the due date of the RFP.

#### RIGHTS OF CANCELLATION OF THE RFP

The City of Hyattsville reserves the right to cancel, amend, modify, or otherwise change this application process at any time if it deems to be in the best interest of the City of Hyattsville to do so.

#### PROPOSAL MODIFICATIONS

No additions or changes to any Proposals will be allowed after the application due date, unless such modification is specifically requested by the City of Hyattsville. The City, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

#### DISQUALIFICATION OF CONTRACTORS

Developers, Contractors, Companies or Sub-Contractors which are either suspended or debarred from performing work by the State of Maryland or within Prince George's County, Maryland are prohibited from applying under this Program. A Contractor that submits a proposal that is found to have been suspended and/or debarred from conducting business within Prince George's County, Maryland, such developer will be reported to the State's Attorney General and Comptroller's Office.

#### PROVISIONS FOR SUBMITTING EVIDENCE

Contractors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their Proposal that the City of Hyattsville deems to be necessary or appropriate.

RIGHT TO CORRECT AWARD

The City of Hyattsville reserves the right to correct any inaccurate awards of monies under this Program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

RESPONSIBILITY FOR COSTS

Contractors are responsible for all costs and expenses incurred in the preparation of a Proposal to respond to this solicitation.

THIS SOLICITATION IS NOT A CONTRACT

This solicitation is not a contract and will not be interpreted as such.

CONTRACTOR'S RESPONSIBILITY FOR FEES

The Contractor submitting a proposal certifies and warrants that all payments of fees charged by any sub-Contractors pursuant to that contract are the sole responsibility of the Contractor.

COMPLY WITH ALL REGULATIONS

Comply with all Federal, Maryland, and Hyattsville regulations, codes, and standards for construction.

No work is to occur between the hours 7:00 P.M. and 8:00 A.M Monday through Friday or anytime on Saturday and Sunday. All work, including emergencies, during these hours require written permission from Department of Public Works (DPW) staff.

In performance of this project, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

START OF WORK

Upon acceptance of the Proposal and execution of a contract, the Contractor shall begin work within 10 calendar days of the date of a notice to proceed. The deadline shall be spelled out in the notice to proceed.

The City shall facilitate the Contractor's work by providing reasonable access to all work areas. The City shall facilitate the Contractor's services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s).

LIQUIDATED DAMAGES

There will be no liquidated damages for this RFP.

LEGAL TERMS

It is the policy of the City of Hyattsville that all legal disputes are heard in a court of law in Prince George's County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

The City of Hyattsville will not agree to terms that are not consistent with this policy.

**END OF RFP**

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

01.1.1

### CONTRACTOR INFORMATION

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name Professional Lawn Maintenance Services, LLC

Address 4218 Nicholson St.

City, State, Zip Hyattsville, MD 20781

Contact Person Chris McRae

Phone Number (240) 687-8893

Email Address plmslandscape@gmail.com

## PROPOSAL RATE SHEET

In compliance with your Invitation to Proposal, we propose to furnish all materials, labor, equipment, and services, necessary to complete the work as outlined in the Scope, per the pricing stated below:

Item	Approx. Quantity	Unit	Position	Unit Rate	Proposal Amount
1	24	EA	Alley 1	\$ 10	\$ 240
2	24	EA	Alley 2	\$ 35	\$ 840
3	24	EA	Alley 3A, 3B, 3C	\$ 20	\$ 480
4	24	EA	Alley 4	\$ 10	\$ 240
5	24	EA	Alley 5	\$ 55	\$ 1320
6	24	EA	Alley 6	\$ 40	\$ 960
7	24	EA	Alley 7	\$ 90	\$ 2160
8	24	EA	Alley 8A, 8B	\$ 75	\$ 1800
9	24	EA	Alley 9	\$ 45	\$ 1080
10	24	EA	Alley 10	\$ 30	\$ 720
11	24	EA	Alley 11	\$ 45	\$ 1080
12	24	EA	Alley 12	\$ 55	\$ 1320

13	24	EA	Alley 13A	\$ 30	\$ 720
14	24	EA	Alley 13B	\$ 15	\$ 360
15	24	EA	Alley 13C	\$ 35	\$ 840
16	24	EA	Alley 13D	\$ 30	\$ 720
17	24	EA	Alley 14A	\$ 40	\$ 960
18	24	EA	Alley 14B	\$ 45	\$ 1080
19	24	EA	Alley 15	\$ 25	\$ 600
20	24	EA	Alley 16	\$ 30	\$ 720
21	24	EA	Alley 17	\$ 55	\$ 1320
22	24	EA	Alley 18	\$ 40	\$ 960
23	24	EA	Alley 19	\$ 45	\$ 1080
24	24	EA	Alley 20	\$ 20	\$ 480
25	24	EA	Alley 21A, 21B	\$ 90	\$ 2160
26	24	EA	Alley 22	\$ 35	\$ 840

27	24	EA	Alley 23	\$ 35	\$ 840
28	24	EA	Alley 24	\$ 15	\$ 360
29	24	EA	Alley 25	\$ 45	\$ 1080
30	24	EA	Alley 26A, 26B	\$ 55	\$ 1320
31	24	EA	Alley 27	\$ 50	\$ 1200
				Total Proposal	Approx. Quantity <sup>(24)</sup> \$ 29,880.00

The quantities on this Proposal form are an estimate. Proposals will be for lump sum rate per occurrence; Contractor will be only paid for work that is inspected and accepted by the City.

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following:

That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal.

That all said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor Professional Lawn Maintenance Services, LLC

Authorized Signature 

Name and Title of Signatory Christopher W. McRae Managing Member

Date 2/22/2021

Type of Organization (circle One):  Corporation  Partnership  Proprietorship

SEAL:  
(If corporation)



## INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit I.

### I. Workers Compensation

Coverage Statutory

A:

Coverage \$500,000 Bodily Injury by Accident for Each Accident

B:

\$500,000 Bodily Injury by Disease for Policy Limit

\$500,000 Bodily Injury by Disease for Each Employee

### 2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

### 3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

### 4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

## COMPANY BACKGROUND

Company Name Professional Lawn Maintenance Services, LLC  
Main Office Location 3421 Macmillan street  
Hyattsville, MD 20781  
Year Founded 2010  
Project Manager Name Chris McRae  
Project Manager Phone (240) 687-8893  
Project Manager Email pimslandscape@gmail.com  
Years of Experience 15

Has the company ever operated under another name? If yes, what name?

No

Do you have the equipment and staff available to start within 10 days of notice to proceed?

Yes

If no to the previous question, how long would it take to have the equipment and staff available?

N/A

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.

Yes, we have worked with the City of Hyattsville starting in March of 2020. We have done landscape maintenance including mowing, edging, blowing, weeding, chemical weeding, mulching, and vegetation removal. We have also done fence repair and curb painting prep. Most recently, we were able to work directly with DPW to assist with the city's leaf removal program.

## REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project	Catholic Charities DC
Owner of Project	John Tucker
Address of Project	924 G. st. NW Washington DC 20001
Contact Person	John Tucker
Phone Number	(202) 439-3200
Email address	John.Tucker@CC-DC.org
Description of work	Full service landscaping at multiple Catholic Charity properties (17) including the Kennedy Institute and Gift of Peace. We also provide snow removal for all of these sites.
Comments	We have been servicing Catholic Charities since 2010. The Kennedy Institute is approximately 5 acres and Gift of Peace is approximately 20 acres.

## REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project	<u>Town of Edmonston</u>
Owner of Project	<u>Rodney Barnes</u>
Address of Project	<u>5005 52nd Ave Edmonston, MD 20781</u>
Contact Person	<u>Rodney Barnes</u>
Phone Number	<u>(301) 699-8806</u>
Email address	<u>Rbarnes@Edmonstonmd.gov</u>
Description of work	<u>Maintain Municipality landscaping including parks, right of ways and rain gardens.</u>
Comments	<u>We have been servicing the Town of Edmonston since 2012.</u>

**REFERENCES**

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project Archdiocese of Washington

Owner of Project Phillip Duct

Address of Project 5001 Eastern Ave NE Chillum, MD 20782

Contact Person Phillip Duct

Phone Number (301) 853-4500

Email address Ductp@adw.org

Description of work  
Maintain the Archdiocese of Washington headquarters Cardinals office.  
Full service landscaping and we provide snow removal at multiple sites

Comments  
The area of the property that we maintain is about 4 acres

~~CONFIDENTIAL - FOR OFFICIAL USE ONLY~~  
**CITY OF HYATTSVILLE AGREEMENT**

--- Contract Name ---

Contractor:

RFP No.:

Contract No.:

**THIS AGREEMENT** is made this \_\_\_\_ day of March 2021, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the "City," and **XXXXXXXX**, hereinafter referred to as "Contractor."

**RECITALS**

**WHEREAS**, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding an **XXXXXX**;

**WHEREAS**, the Contractor submitted a response to the City's Request for Proposal No. **XXXXXX** dated **XXXXXX**; and

**WHEREAS**, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response to the City's Request for Proposal (hereinafter, the "RFP") and all of Contractor's bid responses.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

The Project shall include all work outlined in the recitals above, the RFP, the proposal dated **XXXXXX**, and all other work as reasonably required by the City, including those set forth

elsewhere herein. In shorth, the contractor shall be responsible to provide for the design, installation, and maintenance of XXXXXX for various projects around the City.

#### ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. The study shall be completed within ninety (90) days of the notice to proceed. Time is critical factor in the successful execution of the terms of this Agreement.

#### ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will be paid on a per unit basis as set forth in the Contractor's XXXXXX proposal, but in no event shall the total amount paid to the Contractor exceed \$XXXXXX.00 over the life of the contract, including any and all options that may be exercised by the City.

#### ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. Where there is a conflict between any of the contract documents and this Agreement, the language of this Agreement shall govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services,
- B. RFPXXXXXX, and
- C. Contractor Proposal dated XXXXXX.

## ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.

B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, Maryland Department of Agricultural Pesticide Laws and Regulations and all pertinent Federal, State and County laws and regulations.

C. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.

D. Be responsible directly to the City Administrator or his/her designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.

E. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

## ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or



requirements provided by the City, which the Contractor believes to be inappropriate.

#### ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

#### ARTICLE VIII. OWNERSHIP OF DOCUMENTS

City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

#### ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.

D. The City Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

#### ARTICLE X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms,

covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.

#### ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

#### ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

#### ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his

interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

#### ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

The provisions of XIV.A. shall also apply to any other coverages identified in this Article XIV in order to ensure that the Certificate, deductible, and endorsement requirements are met as to each specific type of coverage required in this Article XIV. The amount of coverage and the deductible specified elsewhere in this Article XIV regarding types of insurance coverage is controlling.

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

#### ARTICLE XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract

#### ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City

and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

#### ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

#### ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

#### ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.



Witness/Attest:

XXXXXX

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Date

Witness/Attest:

The City of Hyattsville

\_\_\_\_\_

Clerk

By: \_\_\_\_\_ (SEAL)  
Date

**Section 1. Purpose.**

The Hyattsville City Council hereby finds and declares that it shall be the policy of the City of Hyattsville to eliminate toxic pesticide use, except in the case of an emergency public health situation, invasive species control, or State mandate, in and on City-owned and -leased property in order to promote a healthy environment and protect the public and City employees from the risks of pesticides; for City departments and City contractors to implement sustainable land and building management practices at all City-owned and -leased properties; and for City departments to endeavor to educate the public on the benefits of adopting sustainable practices.

**Section 2. Findings.**

**WHEREAS**, scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system;

**WHEREAS**, infants, children, pregnant women, the elderly, people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure;

**WHEREAS**, pesticides are harmful to pets, wildlife including threatened and endangered species, soil microbiology, plants, and natural ecosystems;

**WHEREAS**, toxic runoff from chemical fertilizers and pesticides pollute streams and lakes and drinking water sources;

**WHEREAS**, the use of hazardous pesticides is not necessary to create and maintain healthy landscapes given the availability of viable alternatives practices and products,

**WHEREAS**, people have a right not to be involuntarily exposed to pesticides in the air, water or soil that inevitably result from chemical drift and contaminated runoff;

**WHEREAS**, recognizing that if an emergency public health situation, invasive species control, or State mandate warrants the use of pesticides, which would otherwise not be permitted under this policy, the Director of the Department of Public Works shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.

**WHEREAS**, the use of a sustainable program that emphasizes Integrated Pest Management (IPM) non-chemical methods of pest prevention and management and the use of the least-toxic pesticide as a last resort, will eliminate the use of and exposure to pesticides while

controlling pest populations;

**WHEREAS**, sustainable practices complement other important goals of City maintenance and administration such as energy conservation and security;

**WHEREAS**, educating the public on the benefits of sustainable practices will improve the health of the public and the environment; and

**WHEREAS**, numerous communities and municipalities are embracing a precautionary approach to the use of toxic pesticides in order to adequately protect people and the environment from pesticides' harmful effects; and

**WHEREAS**, the City of Hyattsville encourages residents to adopt sustainable and environmental friendly practices via its Green Hyattsville Initiatives and its establishment of the Hyattsville Environment Committee; and

**WHEREAS**, The City of Hyattsville has expressed through Goal 3 – Promote a Safe and Vibrant Community of Hyattsville City's Strategic Goals and Actions adopted XX, 2016, Promote health and wellness initiatives in the community and workplace.

### **Section 3. Definitions.**

**Crack and Crevice Treatment**—means the application of small quantities of a pesticide into openings in a building such as those commonly found at expansion joints, between levels of construction, and between equipment and floors.

**Emergency**—means an urgent need to mitigate or eliminate a pest that threatens public health or safety.

**Sustainable Land and Building Management Practices**—means a managed pest control program that:

(A) eliminates or mitigates economic and health damage caused by pests;

(B) uses—(i) IPM; (ii) site or pest inspections; (iii) pest population monitoring and prevention strategies; (iv) an evaluation of the need for pest control; and, (v) one or more pest prevention and management methods, such as habitat modifications, sanitation practices, entryway closures, structural repair, mechanical and biological controls, effective mowing, watering and fertilizing practices that provide a healthy soil, other nonchemical methods, and if nontoxic options are unreasonable or have been exhausted, a least-toxic pesticide; and

(C) minimizes—(i) the use of pesticides; and (ii) the hazards to human health and the environment associated with pesticide applications.

**Director of the Department of Public Works**—is designated by the City of Hyattsville to oversee implementation of the sustainable land and building management practices for the City. The Director of the Department of Public Works may designate a subordinate to oversee such implementation.

**Integrated Pest Management**—is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

**Least-Toxic Pesticide**—means any pesticide product or ingredient that, at a minimum, has not been classified as, or found to have, any of the following characteristics or ingredients:

(A) **Toxicity Category I or II** by the EPA (pesticides identified by the words “DANGER” or “WARNING” on the label);

(B) A **developmental or reproductive toxicant** as defined by the State of California Proposition 65 Chemicals Known to Cause Developmental or Reproductive Harm.

(C) A **carcinogen**, as designated by (i) EPA's List of Chemicals Evaluated for Carcinogenic Potential (chemicals classified as a human carcinogen, likely to be carcinogenic to humans, a known or likely carcinogen, a probable human carcinogen, suggestive evidence or a possible human carcinogen); (ii) the International Agency for Research on Cancer (IARC) (chemicals classified as carcinogenic to humans or probably or possibly carcinogenic to humans); (iii) the United States National Toxicology Program (NTP) (chemicals classified as known or reasonably anticipated to be human carcinogens); or (iv) the State of California's Proposition 65;

(D) **Neurologic cholinesterase inhibitors**, as designated by California Department of Pesticide Regulation or the Materials Safety Data Sheet (MSDS) for the particular chemical;

(E) **Known groundwater contaminants**, as designated by the state of California (for actively registered pesticides);

(F) Pesticides formulated or applied as **dusts, powder, or aerosols**, unless used in a way that virtually eliminates inhalation hazard, such as when applied to cracks or crevices and sealed after the application, or used as a directed spray into the entrance of an insect nest;

(G) **Nervous system toxicants**, including chemicals such as cholinesterase inhibitors or chemicals associated with neurotoxicity by a mechanism other than cholinesterase inhibition, or listed or identified in or on any of the following lists: (i) Toxics Release Inventory (TRI), EPA EPCRA section 313; (ii) EPA Reregistration Eligibility Decisions

(RED); (iii) Insecticide Resistance Action Committee (IRAC) Mode of Action Classification: Acetylcholine esterase inhibitors, GABA-gated chloride channel antagonists, Sodium channel modulators, Nicotinic Acetylcholine receptor agonists or antagonists, Nicotinic Acetylcholine receptor agonists, Chloride channel activators, Octopaminergic agonists, Voltage-dependent sodium channel blockers, or Neuronal inhibitors (unknown mode of action);

(H) **Endocrine disruptors**, which include chemicals that are known to or likely to interfere with the endocrine system in humans or wildlife, based on the European Commission (EC) List of 146 substances with endocrine disruption classifications, Annex 13 (and any subsequent lists issued as follow-up, revisions, or extensions or based on any list created by the EPA that identifies endocrine disruptors);

(I) Regarding outdoor use: **Adversely affects the environment or wildlife**, based on any of the following: (i) Label precautionary statements including “toxic” or “extremely toxic” to bees, birds, fish, aquatic invertebrates, wildlife, or other nontarget organisms, unless environmental exposure can be virtually eliminated; (ii) Pesticides with ingredients with moderate or high mobility in soil, or with a soil half-life of 30 days or more (except for mineral products);

(J) Has data gaps or missing information in EPA registration documents, including pesticide fact sheets, or EPA reregistration eligibility decisions, which EPA is requiring the registrant to provide; and,

(K) **Contaminants and metabolites** recognized by EPA that violate any of the above criteria.

**Natural Organic Fertilizer**—means fertilizers that contain nutrients naturally derived solely from the remains or a by-product of an organism, or from a mineral. The term includes cottonseed meal, fish emulsion, compost, and composted manure. The term does not include any fertilizer containing biosolids or synthetic ingredients, natural minerals or substances that are reacted with acids or produced in a petrochemical process.

**Pesticide**—any substance or mixture of substances intended for—(i) preventing, destroying, repelling, or mitigating any pest; (ii) use as a plant regulator, defoliant, or desiccant; or (iii) use as a spray adjuvant such as a wetting agent or adhesive. The term “pesticide” does not include cleaning products, other than those that contain pesticidal agents.

**Grounds**—means the area outside of a building controlled, managed, or owned by the City and includes a lawn, playground, sports field, and any other property or facility controlled, managed, leased, or owned by the City.

**Synthetic Fertilizer**—means a substance containing a plant nutrient created by a synthetic,

chemical process, including triple super phosphate made by treating rock phosphate with phosphoric acid, potassium chloride, urea quick release synthetic fertilizers, petroleum-based fertilizers. The term does not include natural organic fertilizers that are made from naturally occurring materials, such as fish or kelp, or manure-based organic compost.

**Universal Notification**—means notice provided by the Director of the Department of Public Works to all employees working at the facility where the pesticide will be applied.

#### **Sec. 4 Sustainable Land and Building Management Practice Components.**

**(1) In General.**—The Department of Public Works shall implement sustainable land and building management practices, that at a minimum—

(A) Applies to City controlled, managed, or owned buildings and grounds;

(B) Follows sustainable land and building management practices for addressing pest problems.

(C) Presents to Hyattsville City Council an actionable plan developed in collaboration with approved advisory committees and interested local advocacy groups with a purpose of providing measurable goals toward sustainability in all aspects of City operations.

**(2) Duties of the Director of the Department of Public Works**—The Director of the Department of Public Works or a designated subordinate shall—

(A) Oversee the implementation of sustainable land and building management;

(B) Act as a contact for inquiries about the sustainable land and building management practices;

(C) Maintain and make available to any person upon request material safety data sheets, labels, and fact sheets or other official information related to the pesticides, for all pesticides that may be used in the City buildings or grounds;

(D) Be informed of Federal and State chemical health and safety information and contact information;

(E) Maintain scheduling of all pesticide use;

(F) Maintain contact with Federal and State sustainable land and building experts;

(G) Obtain periodic updates and training from State sustainable land and building experts;

(H) Pre-approve any public health emergency pesticide applications; and

(I) Maintain all pesticide use data for each pesticide used at City buildings and grounds for at least 3 years after the date on which the pesticide is applied.

**(3) Use Of Pesticides**—The City of Hyattsville shall only use a least-toxic pesticide as part of the sustainable land and building management practices. The least-toxic pesticide may only be used as a last resort following product label application specifications. Pesticides are only to be applied by certified commercial applicators.

**(4) Use Of Fertilizers**—The City of Hyattsville shall only use natural organic fertilizers. The use of a synthetic fertilizer is prohibited on properties City-owned or -managed properties.

**(5) Public Health Emergency**—

**(A) In General**—If the Director of the Department of Public Works determines that a pest in a City building or on City grounds cannot be controlled after having used sustainable land and building management practices and least-toxic pesticides and it is a public health emergency, invasive species control, or State mandate, the City may use a pesticide in accordance with this subsection.

**(B) Director of the Department of Public Works Approval Required**—The Director of the Department of Public Works shall approve, after identifying the pesticide product ingredients and acute and chronic adverse health effects, the pesticide product before any public health emergency application can be made.

**(C) Area Use Limitation**—The use of an area or room treated by an emergency pesticide, other than a least-toxic pesticide, shall not be occupied or used at the time of application or during the 24-hour period beginning at the end of the application.

**(D) Authorized Applicator**—The pesticide application shall only be made by a State certified pesticide applicator.

**(E) Notification of Occupants and Users**—The Director of the Department of Public Works shall provide to each employee of the facility/grounds where the application is to take place a notice of the application of the pesticide for emergency pest control. Notification will be provided at least 24 hours before the application. The notification shall include—

- (i) the common name, trade name, and Environmental Protection Agency registration number of the pesticide; (ii) a description of the location of the

application of the pesticide; (iii) a description of the date and time of application; and (iv) the statement "The FPA cannot guarantee that registered pesticides do not pose risks, and unnecessary exposure to pesticides should be avoided"; (v) a description of potential adverse effects of the pesticide based on the material safety data sheet of the pesticide any additional warning information related to the pesticide; (vi) the name and telephone number of the Director of the Department of Public Works; (vii) a description of the problem and the factors that qualified the problem as an emergency that threatened public health; and (viii) a description of the steps the City will take in the future to avoid emergency application of a pesticide under this paragraph.

**(F) Method Of Universal Notification**—The Director of the Department of Public Works may provide the notice by—(i) written notice provided to each employee; (ii) a notice delivered electronically (such as through e-mail or facsimile); (iii) a telephone call, or (iv) direct contact.

**(G) Posting of Signs**—If applying a pesticide under this paragraph, the Director of the Department of Public Works shall post a sign warning of the application of the pesticide—in a prominent place that is in or adjacent to the location to be treated; and at each entrance to the building or ground to be treated. A sign required for the application of a pesticide shall remain posted for at least 72 hours after the end of the treatment; be at least 8 1/2 inches by 11 inches; and state the same information as that required for prior notification of the application under subparagraph (E).

**(H) Modification of Sustainable Land and Building Management Practices**—If the City of Hyattsville applies a pesticide under this paragraph, the Director of the Department of Public Works shall modify the sustainable land and building management practices to minimize the future applications of pesticides under this paragraph.

## **Section 5. Grounds Management Implementation Guidelines.**

It is the policy of the City of Hyattsville to take the following preventive measures to eliminate pest-conducive conditions:

- (A) To maintain healthy soil, soil sampling and analysis will be conducted to evaluate and assess the level of care needed for the facility's turf and landscape.
- (B) Well-adapted, pest-resistant grass varieties that are more suitable for the City's climate will be planted.
- (C) Lawn aeration will be scheduled twice a year.
- (D) De-thatching practices must keep the thatch layers less than 1/2" in order to keep the grass less susceptible to insects, disease, and weather stress.
- (E) A proper pH for the soils will be maintained. The soil should be tested in order to



- adjust the pH if needed.
- (F) Annual fall fertilizer applications will be scheduled and carried out. Only slow-release fertilizer formulations will be used.
  - (G) Approved soil amendments will be applied as necessitated by soil test results. Following, but not limited to, the recommendations of the Northeast Organic Farmers' Association and/or the Organic Material Review Institute of Eugene, OR.
  - (H) Outdoor management practices will be modified to comply with organic horticultural science, including scouting, monitoring, watering, pruning, proper spacing and mulching.
  - (I) Practices will include the use of physical controls, including hand-weeding and over-seeding.
  - (J) Practices will also include the use of biological controls, including the introduction of natural predators, and enhancement of a favorable environment for a pest's natural enemies.

### **Section 6. City Contracts and Enforcement.**

- (1) All applicable City contracts shall be subject to the City's sustainable land and building management practices.
- (2) Failure to comply with the provisions of this act as specified in a contract with the City may, at the discretion of the City, result in the voiding of said contract.

### **Section 7. Public Outreach Campaigns.**

The City recognizes the importance of educating the public on benefits of adopting sustainable practices and the potential dangers of toxic pesticide and synthetic fertilizer use. The City shall engage in a public education campaign aimed at mitigating the use of toxic pesticides and synthetic fertilizers. The City shall identify or prepare, and then periodically disseminate, materials designed to educate the community about the role of pesticides in our local environment, compliance with recommendations set forth in this section of the Hyattsville City Charter and Code as well as earth-friendly practices and alternatives to the use of harmful pesticides.

(A) Public awareness and education may take the form of pamphlets and brochures, whether produced and distributed on paper or electronically, and classes and seminars, involving City staff, non-City governmental agencies, community and advocacy groups, and other resources.

(B) Materials shall include information about and links to the U.S. Environmental Protection Agency's list of minimum risk pesticides. The Department of Public works shall publish the EPA's list of minimum risk pesticides on or before March 1 of each year and ensure that the publication reflects any changes to the EPA's list during the preceding twelve months.

### **Section 8. And Be It Further Enacted.**

That this policy shall take effect as of the date of the six months from its passage.





Exhibit 1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> First Insurance Group Of Maryland 501 Post Office Rd Ste 1C Waldorf MD 20602-1912		<b>CONTACT NAME:</b> Erca Weaver <b>PHONE (A/C, No, Ext):</b> (301) 843-9555 <b>FAX (A/C, No):</b> (301) 843-3161 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Professional Lawn Maintenance Services LLC 14304 Croom Airport Rd Upper Marlboro MD 20772		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic States Insurance Co NAIC # 22586 <b>INSURER B:</b> The Hartford 21822 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPA 8972295	01/20/2021	01/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPA 8972295	01/20/2021	01/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR-PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	42WECEL5579	01/18/2021	01/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented/Leased Equipment		CPA 8972295	01/20/2021	01/20/2022	unscheduled equipment \$80,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> City of Hyattsville 4310 Gallatin St Hyattsville MD 20781	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit #2

## Professional Lawn Maintenance Services, LLC

4218 Nicholson Street • Hyattsville, MD 20781 • 301-928-7461 • 240-687-8893



### Hyattsville Schedule

If Professional Lawn Maintenance Services is selected as the landscape contractor for the City of Hyattsville our team will make sure we live up to all expectations/standards and provide the city with quality service. We will service the city parks and sites with a crew of 9 landscape technicians and will take 1 day a week to complete the service.

### Our Staff

Professional Lawn Maintenance is a small landscaping company based in Hyattsville Maryland. The two owners Chris McRae and David Vacante are Hyattsville natives and attended HES, HMS, Northwestern High School and Eleanor Roosevelt High school. PLMS consists of 12 employees 3 full-time, 1 part-time and 8 seasonal employees.

### Current Customers

Some of Professional Lawn Maintenance current customers

The First United Methodist Church of Hyattsville

The Crescent Cities Center of Rehabilitation

Independence Court of Hyattsville

The City of Mount Rainier

The Town of Edmonston

The Saint John Paul II Shrine

The National Catholic Ukrainian Shrine

Marist College

The Kennedy Institute

Sacred Heart Home

The Archdiocese of Washington

Whitefriars Hall

Catholic Charities

Exhibit #3



MARYLAND DEPARTMENT OF AGRICULTURE  
PESTICIDE REGULATION SECTION  
THE WAYNE A. CAWLEY, JR. BUILDING  
50 HARRY S. TRUMAN PARKWAY  
ANNAPOLIS, MARYLAND 21401-7080  
(410) 841-5710

Exhibit

9978569

**PESTICIDE BUSINESS LICENSE NO. 31734**

PROFESSIONAL LAWN MAINTENANCE SERVICES, LLC  
14304 CROOM AIRPORT RD  
UPPER MARLBORO, MD 20772

EXPIRES 06/30/2021  
POST IN A CONSPICUOUS PLACE

APPLICATION CATEGORIES: 3A, 3C, 6

This license is granted to this business for the application of pesticides, in the category(ies) shown above, within the State of Maryland, in accordance with the provisions of the Agricultural Article, Sections 5-201 through 5-211, Annotated Code of Maryland.

A listing of the Pest Control Categories as appears in the Regulations Pertaining To The Pesticide Applicators Law, Code of Maryland Regulations (COMAR) 15.05.01 is provided on the reverse side of this certificate (license or permit).

Joseph Bartenfelder  
Secretary of Agriculture

# Exhibit #7

## Current PLMS Equipment

Equip. Type	Equip #	Brand	Model	Date
<b>Edgers</b>				
	ED # 1	Echo	PE - 266S	2017
	ED # 2	Echo	PE - 225	2016
	ED # 3	Echo	PE - 2620S	2018
	ED # 4	Echo	PE - 2620S	2019
	ED # 4	Echo	PE - 2620S	2020
<b>Line trimmers</b>				
	WE # 1	Echo	SRM-266T	2017
	WE # 2	Echo	SRM-266T	2017
	WE # 3	Echo	SRM-266T	2017
	WE # 4	Echo	SRM-280T	2017
	WE # 5	Echo	SRM-266T	2018
	WE # 6	Echo	SRM-266T	8/15/2018
	WE # 7	Echo	SRM-2620T	5/31/2018
	WE # 8	Echo	SRM-2620T	5/31/2018
	WE # 9	Echo	SRM-2620T	5/31/2018
	WE # 10	Echo	SRM-2620T	5/31/2018
	WE # 11	Echo	SRM-2620T	11/5/2019
	WE # 12	Echo	SRM-266T	8/15/2018
	WE # 13	Echo	SRM-2620T	5/1/2020
	WE # 14	Echo	SRM-2620T	5/1/2020
	WE # 15	Echo	SRM-2620T	5/1/2020
	WE # 16	Echo	SRM-2620T	5/1/2020
<b>Blowers</b>				
	BLR # 1	Echo	PB - 770T	2016
	BLR # 2	Echo	PB - 770T	12/5/2017
	BLR # 3	Echo	PB - 755ST	2016
	BLR # 4	Echo	PB - 770T	10/16/2016
	BLR # 5	Echo	PB - 770T	2017
	BLR # 6	Echo	PB - 770T	2016
	BLR # 7	Echo	PB - 755ST	2018
	BLR # 8	Echo	PB - 255LN	2018
	BLR # 9	Echo	PB - 770T	11/5/2019
	BLR # 10	Echo	PB - 770T	11/5/2019
	BLR # 11	Echo	PB - 770T	11/5/2019
	BLR # 12	Echo	PB - 770T	11/5/2019
	BLR # 13	Echo	PB - 770T	11/5/2019
	BLR # 14	Echo	PB - 770T	5/1/2020
	BLR # 15	Echo	PB - 770T	5/1/2020
	BLR # 16	Echo	PB - 770T	5/1/2020
	BLR # 17	Echo	PB - 770T	5/1/2020
	Large BLR #1	Little Wonder	self propelled LB39HSP	8/1/2016
	Large BLR #2	Hurricane	Z-3 (stand on blower)	10/1/2018

Exhibit

Hedger units				
	HG # 1	Stihl pole	FS 90R	2017
	HG # 2	Echo	HC - 185	2017
	HG # 3	Echo	HC - 3020	6/1/2017
	HG # 4	Stihl pole	FS 90R	2017
	HG # 5	Stihl pole	HL 94 K	6/22/2017
	HG # 6	Stihl pole	HL 94 K	5/30/2018
	HG # 7	Stihl pole	HL 94 K	6/1/2019
Bed Edger				
	BE # 1	Stihl	HL 100	2018
Chain Saws/ cut off				
	SW # 1	Stihl Pole saw	HT 75	2010
	SW # 2	Stihl Pole saw	HT 101	2018
	SW # 3	Stihl	MS 250	2016
	SW # 4	Stihl	MS 271	2017
	SW # 5	Stihl	MS 250	2017
	SW # 6	Stihl	GS461	2018
	CO# 1	Stihl	T420	2019
Mowers				
	RM#1	Kubota	60" ZD326	2013
	RM#2	Kubota	60" ZD326	2010
	RM#3	Kubota	72" ZD331	2012
	RM#4	Kubota	60" F2880 Multi-use	2010
	RM#5	Lesco	36" Walk behind	2010
	RM#6	Bobcat	36" Walk behind	2007
	RM#7	Exmark	60" turf tracer	2015
	RM#8	Exmark	60" turf tracer	2016
	RM#9	Exmark	60" turf tracer	2017
	RM#10	Ferris	60" z3x stand	2020
	RM#11	Exmark	60" Lazer Z X-Series	2021
Aerators				
	Air#1	Ryan	Drum style 5	2019
	Air#2	Ryan	Reciprocating self-propelled 28	2009
	Air#3	ryan	tow behind 60"	2003
Heavy Equip/ Utility				
	Loader	New Holland	LX885 - Skid steer	2005
	Loader	Bobcat	T450 - Track loader	2019
	Utility vehicle	Kubota	RTV1100C	2018
	Utility vehicle	EZ-go	Workhorse350	2005
	Utility vehicle	EZ-go	Workhorse350	2006
Special Equip				
	Chipper	Eegar Beaver	16" chipper	2006

	Bark Blower	FINN	BB302 - Mulching blower	2003
	Leaf vac	Giantvac	3001series (trailer)	2000
	300gal sprayer	Northstar	in bed truck sprayer	2016
	Leaf vac	Kubota ZD	turbine bagger	2014
	Leaf vac	Kubota ZD	turbine bagger	2013
	Leaf vac	Kubota F-series	Hydrualic bagger	2010
	Tiller	Honda	FC600	2019
	Backpack sprayer	Chaplin	(1x) pump style	2016
	Backpack sprayer	Chaplin	(3x) pump style	2018
	Backpack sprayer	Chaplin	(2x) pump style	2020
	Backpack sprayer	Chaplin	(2X) Electric style	2017
	Backpack sprayer	Chaplin	(2X) electric style	2019
	Mist blower Sprayer	Stihl	SR450	2018
Snow Removal Equip				
	V-plow	BOSS	6'6" V-plow (RTV)	2018
	Plow	Kubota	6' (F-series)	2010
	Plow T-5	Western	8' (F250)	2005
	Plow T-1	Western	8' (F250)	2015
	Plow T-8	Western	8' (F250)	2018
	Plow T-6	Western	8' (F250)	2019
	Piow T-4	Western	8' (F250)	2019
	Plow T-9	Meyers	8' (f350)	2012
	Plow T-3	Fisher	6'6" (colorado)	2014
	spreader	fisher	proflow2	2011
	spreader	Western	proflow2	2010
	spreader	saltlogg	8' inbed	2016
	spreader	fisher	tailgate drop	2015
	Snowblower	Kubota	2stage (enclosed tractor)	2010
	Snowblower	Ariens	2 stage	2012
	Snowblower	Ariens	2 stage	2007
	Snowblower	Ariens	single stage	2017
	Snowblower	Ariens	single stage	2017
	Snowblower	Ariens	single stage	2019
	Snowblower	Ariens	single stage	2019