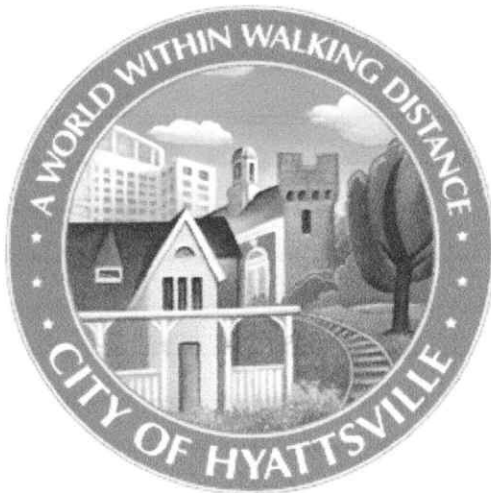




Date:  
March 7, 2025

**RFP #DPW25-001**

# City of Hyattsville – RFP



## Request for Proposal

Landscape and Alley  
Maintenance

**City of Hyattsville**

4310 Gallatin Street  
Hyattsville, MD 20781

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## REQUESTS FOR PROPOSALS

The City of Hyattsville, Maryland invites sealed responses to this Request for Proposal (RFP #DPW25-001) Landscape and Alley Maintenance.

## BACKGROUND AND OBJECTIVE

The City of Hyattsville's Department of Public Works (DPW) 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:**

March 7, 2025: Solicitation  
March 14, 2025: Mandatory Pre-proposal Meeting at 11AM  
March 18-20, 2025: Site visits, by appointment between 9AM and 2PM  
March 28, 2025: Questions Due by 5:00PM  
April 7, 2025: Proposals Due at 5:00PM  
April 8, 2025: Proposals Opened at 2:15PM  
April 11, 2025: Notification of Intent to Award  
April 21, 2025: 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 & REPORTS

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.

## PRE-PROPOSAL MEETING

There will be a mandatory pre-proposal meeting on March 14, 2025 at 11:00AM. The meeting will be held in person, location Department of Public Works 4637 Arundel PI, Hyattsville, MD 20781

An optional pre-proposal tour of the locations will be by appointment only and can be scheduled by contacting Dealon Lacroix at DLacroix@hyattsville.org.

## SCOPE OF PROPOSAL

The objective of this solicitation process is for the City of Hyattsville to identify and select one (1) Contractor to perform landscape and 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. 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**

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

## **TURF MAINTENANCE**

### **Turf Mowing**

Green spaces and 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.

Playing Fields, including but not limited to football fields, soccer fields, and baseball 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.

Dispose of grass clippings and yard waste according to local regulations. Composting grass clippings is an environmentally friendly option.

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.



### **Turf 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" (Appendix 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.

### **Curbs and Crevices**

Curbs, pavement cracks, and other hardscape crevices shall be kept free of grass, weeds, and debris to maintain a clean and professional appearance. Weeds in these areas shall be controlled through manual removal, mechanical means, or herbicide application in compliance with Hyattsville's "Sustainable Land and Building Management Practices" (Appendix B).

Special attention should be given to high-traffic areas, intersections, and pedestrian walkways to prevent overgrowth from encroaching onto sidewalks and roadways. All debris, including plant material and soil dislodged during cleaning, shall be collected and removed immediately after maintenance.

Areas experiencing excessive erosion or soil displacement shall be reported to City Staff for potential remediation.

## **TREE AND SHRUB MAINTENANCE**

All plant and tree material is 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, Contractor shall submit appropriate recommendations for treatment 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 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.

## **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.

## **OTHER SERVICES**

Fall Cleanup shall be performed as follows and should be included in the pricing. Fall cleanup 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.

#### AMERICANS WITH DISABILITIES ACT (ADA) ACKNOWLEDGEMENT

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.

#### COMPENSATION FOR SERVICES (FEE)

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. The Contract will be for one (1) year with four (4) 1-year options to be executed at the City's discretion.

#### 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 projects of similar scope
- Availability of equipment and personnel to complete the project within the allotted time.

#### GENERAL CONDITIONS FOR PROPOSALS

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.

#### SUBMISSION OF PROPOSALS

The Proposals will be received by the City Clerk, no later than **2:00 pm**, Friday, April 4, 2025 and shall be mailed or hand delivered to:

**The City of Hyattsville**

**4310 Gallatin Street  
Hyattsville, Maryland 20781  
Attn: Nate Groenendyk, City Clerk**

For additional information regarding the services specified in this request for qualifications, contact Dealon Lacroix, DPW Executive Administrator, in writing by email at [dlacroix@hyattsville.org](mailto:dlacroix@hyattsville.org). Questions specific to this solicitation will be accepted until 5:00 PM on Friday March 28, 2025.

#### PROPOSAL 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.

#### EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT

The Proposals will be publicly opened and read on Friday, April 4, 2025 at 2:15pm via a public Zoom meeting. Link information will be available at [www.hyattsville.org](http://www.hyattsville.org).

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.

#### PRICE TO REMAIN VALID

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

#### AMENDMENT OR 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.

#### SUSPENSION AND/OR DEBARMENT

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.

#### PRESENTATION OF SUPPORTING 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.

#### ERRONEOUS DISBURSEMENT OF FUNDS

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.

#### PROPOSAL PREPARATION 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.

#### SUB-CONTRACTORS

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.

#### CODES AND STANDARDS

Comply with City of Hyattsville Pesticide Regulations and Hyattsville Sustainable Land and Building Management Practices (see Appendix B).

No work is to occur between the hours 7:00 P.M. and 7:00 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.

#### SEQUENCING AND SCHEDULING

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**

PROPOSAL DOCUMENTS

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

**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 3421 Hamilton Street

City, State, Zip Hyattsville, MD 20782

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	Approximate Qty	Unit	Position	Unit Rate	Proposal Amount
1	26	LS	Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, driveways, etc.	1476.53	38390
2	26	LS	Edging of all sidewalks, driveways, and curbs	200	5200
3	22	LS	Flower bed chemical and manual weeding and deadheading	425	9350
4	4	LS	Landscape planting bed and tree base weed removal by chemical and manual means	425	1700
5	3	LS	Fall Cleanup	2700	8100
6	1	LS	Annual mulching	12,800	12,800
7	3	LS	Shrub Shaping	1800	5400
8	10	LS	Watering – Annual Color	10	100
9	16	LS	Alleys	622.50	9960
10	16	LS	Dead Ends	250	4000
				Total Proposal	95,000

Contractor will be only paid for work that is authorized, 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 4/7/2025

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 Hamilton street  
Hyattsville, MD 20781  
Year Founded 2010  
Project Manager Name Chris McRae  
Project Manager Phone (240) 687-8893  
Project Manager Email plms landscape@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 Landscape Maint.
Owner of Project	Catholic Charities DC
Address of Project	924 G st. NW Washington DC
Contact Person	John Tucker
Phone Number	(202) 439-3200
Email address	John.Tucker@CC-DC.org
Description of work	Maintain landscaping at 12 different locations totaling about 20 acres of mowing main Including mulching, shrubs, weeding, etc
Comments	Under contract since 2010

## 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

Town of Edmonston

Owner of Project

Rodney Barnes

Address of Project

5005 52nd Ave Edmonston, MD 20781

Contact Person

Rodney Barnes

Phone Number

(301) 699-8806

Email address

Rbarnes@Edmonstonmd.gov

Description of  
work

Maintain Municipality landscaping  
including parks, right of ways  
and rain gardens.

Comments

We have been servicing the Town of  
Edmonston since 2012.

## 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 Duck

Address of Project 5001 Eastern Ave NE Chillum, MD 20782

Contact Person Phillip Duck

Phone Number (301) 853 - 4500

Email address Duckp@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



Appendix (A) – City of Hyattsville Sample Contract Form

**CONTRACT FOR INSERT TITLE/PURPOSE**

**[CONTRACTOR NAME]  
CITY OF HYATTSVILLE, MARYLAND**

**THIS AGREEMENT**, hereinafter referred to as “Agreement,” is made this \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between the **CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, located at , 4310 Gallatin Street Hyattsville, MD 20781 hereinafter referred to as “the City,” and **[CONTRACTOR]**, a [description of Contractor’s type of business] located at **CONTRACTOR ADDRESS**, hereinafter referred to as “Contractor,” and both collectively referred to hereinafter as “the Parties.”

**RECITALS**

**WHEREAS**, [Insert multiple WHEREAS clauses providing the factual background underlying the Agreement, including any City solicitation of bids/proposals].

**WHEREAS**, the City desires to retain Contractor to assist it in [insert a description of the activities required], hereinafter referred to as the “Project;” and

**WHEREAS**, the Mayor and City Council, by enacting Ordinance No. \_\_\_\_\_, have authorized the City Administrator to enter into this Agreement in pursuit of the Project.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

**1.1.** During the term of this Agreement, Contractor agrees that it will have the following responsibilities with respect to the Project:

**1.1.1.** [Insert subsections concerning the activities required under the Project]

**1.2.** The Project shall also include all other work as reasonably and additionally required by the City and agreed to by Contractor. Any such work shall be reduced to written form and will require the Parties to execute a modification to this Agreement as set forth in Section 5 of this Agreement.

## SECTION 2. PERIOD OF PERFORMANCE

2.1. The effective term for this Agreement is for \_\_\_\_\_, commencing upon the execution of this Agreement.

2.2. By agreement of the Parties, this Agreement may be renewed or extended for up to \_\_\_\_ ( ) additional one-year terms following the expiration of the initial term of this Agreement. Continuation of Contractor's performance under this Agreement beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this Agreement. If funds are not appropriated and encumbered to support continued Contractor's performance in a subsequent fiscal period, Contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. Contractor acknowledges that the City Administrator has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this Agreement in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this Agreement in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, Contractor must not undertake any performance under this Agreement until Contractor receives a purchase order or contract amendment from the City that authorizes Contractor to perform work for any subsequent term of this Agreement.

2.3. Contractor agrees to perform all services required by this Agreement, including any modifications agreed to by the Parties, as expeditiously as is consistent with good professional skill and best industry practice.

2.4. Time is of the essence and a critical factor in the successful execution of the terms of this Agreement.

2.5. Contractor must not commence work under this Agreement until all conditions for commencement are met, including execution of this Agreement by the Parties, compliance with insurance requirements, and the issuance of any required notice to proceed.

## SECTION 3. FEE FOR SERVICES

3.1. In exchange for these good and valuable services, Contractor will receive a fee not to exceed the amount of \_\_\_\_\_ (\$\_\_\_\_\_). The Parties may agree to an equitable adjustment of this fee as set forth in Section 5 of this Agreement.

3.2. The compensation due to Contractor under this Agreement shall not, in any event, exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

3.3. The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in \_\_\_\_\_ monthly installments in the amount of \_\_\_\_\_ (\$\_\_\_\_\_ ) per installment. The first monthly installment shall be paid one (1) month after the execution of this

Agreement.

**3.4.** Contractor shall submit invoices to the City on a monthly basis. Invoices shall be based on time expended by Contractor to complete the tasks required under this Agreement. Invoices shall include the name of the assignment; a detailed description of the services provided; the results of the services; recommendations for future actions; the date; and the amount of time expended in providing the services. Payment will be made to Contractor within thirty (30) calendar days after the City's receipt of an invoice in a form deemed acceptable by the City. Payment will be contingent upon the City's verification that the work has been satisfactorily performed as determined by the City in its reasonable discretion. The City reserves the right to verify and approve the work represented by the invoice prior to payment of the invoice.

**3.5.** No payment by the City may be made, or is due, under this Agreement, unless funds for the payment have been appropriated and encumbered by the City.

#### **SECTION 4. PRIORITY OF DOCUMENTS**

**4.1.** The terms and conditions of this Agreement supersede any prior proposals or agreements.

**4.2.** The following documents are incorporated herein by reference into and made a part of this Agreement and are enumerated herein in the order of their legal precedence in the event of a conflict in their terms: (i) \_\_\_\_\_; (ii) \_\_\_\_\_; (iii) \_\_\_\_\_; and (iv) \_\_\_\_\_. In the event of a conflict in language between this Agreement and any of said documents, the terms of this Agreement shall control.

#### **SECTION 5. CHANGES**

**5.1.** Within the general scope of services, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of this Agreement. In such cases, this Agreement will be modified to reflect any time or money adjustment Contractor is entitled to receive. Contractor shall not proceed with these changes (either additions or deletions) without a change order or amendment being signed by both the City and Contractor and an order or amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change.

**5.2.** Any claim of Contractor for an adjustment in time or money due to change must be made in writing within thirty (30) days from the date the City notified Contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 11 of this Agreement. Contractor must proceed with the prosecution of the work as

changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this Section.

**5.3.** The amount of any adjustment to this Agreement under this Section shall be a negotiated cost and fee.

**5.4.** This Agreement may only be amended or modified by a writing signed by the Parties.

## SECTION 6. NOTICES

**6.1.** Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

If to the City:

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**6.2** Either party may change the person or address for notices by written notice to the other party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt. Rejection or other refusal to accept or inability to deliver because of changed address, of which no Notice has been given, shall constitute receipt of the Notice.

## SECTION 7. CONTRACT ADMINISTRATION

**7.1.** For Contractor. \_\_\_\_\_, is Contractor's Authorized Representative for this Agreement. Contractor's Authorized Representative shall act on behalf of Contractor on all matters pertaining to this Agreement. All matters and correspondence to Contractor pertaining to this Agreement shall be directed to the attention of Contractor's Authorized Representative. Contractor's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

**7.2.** For the City. \_\_\_\_\_, is the City Administrator's designee for purposes of this Agreement and shall act as the

Contract Administrator in connection with this Agreement. The City's Contract Administrator may be changed at any time or from time to time by written notice to Contractor. The City's Contract Administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in the language of this Agreement, or waive any of the City's rights hereunder. The City's Contract Administrator is authorized to:

- 7.2.1. Serve as liaison between the City and Contractor;
- 7.2.2. Give direction to Contractor to ensure satisfactory and complete performance;
- 7.2.3. Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;
- 7.2.4. Serve as records custodian for this Agreement;
- 7.2.5. Accept or reject Contractor's performance;
- 7.2.6. Furnish timely written notice of Contractor's performance failures to the City Council, City Administrator, and/or City Attorney, as appropriate;
- 7.2.7. Approve or reject invoices for payment;
- 7.2.8. Recommend modifications or terminations of this Agreement; and
- 7.2.9. Issue notices to proceed and task and purchase orders.

## **SECTION 8. TERMINATION**

**8.1.** This Agreement may be terminated by the City, in whole or in part, upon written notice to Contractor, when the City determines that such termination is in its best interest. A termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle Contractor to payment for reasonable costs allocable to this Agreement for work or costs incurred by Contractor up to the date of termination. Contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under this Agreement.

**8.2.** In the event of any of the circumstances set forth below, hereinafter referred to as "Default," the City may terminate the Agreement, in whole or in part, and from time to time:

- 8.2.1. Any fraudulent representation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; and

**8.2.2.** Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this Agreement, failure to satisfactorily perform any part of the work required under this Agreement or to comply with any provision of this Agreement, as determined by the City's Contract Administrator in his or her sole discretion, including:

**8.2.2.1.** Failing to commence work when notified.

**8.2.2.2.** Abandoning the work. Visual inspection by the City's Contract Administrator will serve as evidence of abandonment.

**8.2.2.3.** Subcontracting any part of work without the City's prior approval.

**8.2.2.4.** Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of this Agreement.

**8.2.2.5.** Failing to adhere to the required specifications for the work required under this Agreement.

**8.2.3** Contractor, or any partner, member, principal or officer of Contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

**8.2.4** Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of Contractor's insolvency.

**8.2.5** Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of this Agreement, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

**8.3.** In the event of a Default, the City shall provide Contractor with a written notice to cure the Default. The termination for Default is effective on the date specified in the City's written notice. However, if the City determines that Default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate this Agreement immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or this Agreement, Contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance.

**8.4.** Notice of any termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.



**8.5.** In the event of termination under Subsections 8.1 or 8.2, Contractor consents to the City's selection of another contractor of the City's choice to assist the City in any way in completing the Project. Contractor further agrees to cooperate and provide any information requested by the City in connection with the completion of the Project, including assignment of any contracting rights the City may require. Contractor consents to and authorizes the making of any reasonable changes to the design of the Project by the City and such other contractor as the City may desire.

**8.6.** Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Subsection 8.1.

## **SECTION 9. CERTIFICATIONS OF CONSULTANT**

**9.1.** Contractor, and the individual executing this Agreement on 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 other consideration contingent on making this Agreement.

**9.2.** Contractor and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves and have not provided any inaccurate information about themselves or the Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

**9.3.** Contractor warrants and represents: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this Agreement; that any proposal upon which this Agreement was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this Agreement is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the work required under this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**9.4.** Contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. Contractor assures the City that it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

**9.5.** Contractor certifies that all information Contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this Agreement including resolving claims



and disputes. Any false or misleading information is a ground for the City to terminate this Agreement for cause and to pursue any other appropriate remedy. Contractor certifies that Contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with Contractor's budgetary and financial obligations and is sufficient to produce reliable financial information.

## **SECTION 10. INDEMNIFICATION**

**10.1.** Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of Contractor's negligence, malfeasance or failure to perform any contractual obligations. Contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by Contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, Contractor must defend the City in any action or suit brought against the City arising out of Contractor's negligence, errors, acts or omissions under this Agreement. The negligence or malfeasance of any agent, subcontractor or employee of Contractor is deemed to be the negligence or malfeasance of Contractor. For the purposes of this Subsection, City includes its commissions, departments, agencies, agents, officials, and employees.

If Contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to Contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, Contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by Contractor of any of its activities or obligations under this Agreement.

**10.2.** Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of any claim made by third parties against Contractor or any subcontractor regarding the services and work provided to the City under this Agreement. Contractor shall provide the City copies of all claims, notices of claims, and all pleadings and motions filed therein as the matter progresses. This Section 10 shall survive termination of this Agreement for a period of three (3) years and six (6) months after the termination date.

## **SECTION 11. DISPUTES**

**11.1.** Any dispute arising under this Agreement which is not resolved by an agreement between the Parties shall be decided by the City Administrator, after reasonable opportunity is provided for the Parties to provide written documentation supporting their position. Pending final

resolution of a dispute, except for a termination of this Agreement by the City, Contractor must proceed diligently with performance under this Agreement. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

**11.2.** A decision by the City Administrator or his or her designee under the dispute procedure set forth in this Section shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Prince George's County, Maryland or in the District Court of Maryland sitting in Prince George's County.

## **SECTION 12. INSURANCE**

**12.1.** Contractor shall obtain and maintain liability insurance coverage at Contractor's own expense. Contractor shall, within thirty (30) 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 coverage as set forth more fully herein below with a deductible no greater than \_\_\_\_ Dollars (\$\_\_\_\_), except as specified in Subsection 12.1.3. Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear and 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, City of Hyattsville, 4310 Gallatin Street Hyattsville, MD 20781.'"

Contractor shall, throughout the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance, professional liability insurance, and workers' compensation insurance in the following amounts and shall submit an insurance certificate, as set forth above, as proof of coverage prior to the final approval of this Agreement:

**12.1.1.** Commercial general liability insurance with a minimum combined single limit of \_\_\_\_ Dollars (\$\_\_\_\_) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.

**12.1.2.** Automobile liability insurance with coverage for bodily injury of at least \_\_\_\_ Dollars (\$\_\_\_\_) per person, at least \_\_\_\_ Dollars (\$\_\_\_\_) per occurrence, and coverage for property damage of at least \_\_\_\_ Dollars (\$\_\_\_\_) per occurrence.

**12.1.3.** Workers' compensation insurance with coverage limits of at least \_\_\_\_ Dollars (\$\_\_\_\_) per bodily injury by accident and coverage for disease of at least \_\_\_\_ Dollars (\$\_\_\_\_) per employee and at least \_\_\_\_ Dollars (\$\_\_\_\_) in the aggregate.

**12.2.** All policies of insurances shall be underwritten by companies licensed to do business in the State of Maryland.

**12.3.** The City is not responsible for any damage or loss of property or materials stored on or within facilities owned by the City. Contractor shall provide necessary insurance coverage for such losses or shall assume full risk for replacement cost for its own property or materials and that owned by its subcontractors.

**12.4.** Contractor shall assure that all subcontractors carry identical coverage as required by this Section 12, either individually or as an additional insured on Contractor's policies. Exceptions may be made only with the written approval of the City.

### **SECTION 13. SET OFF**

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

### **SECTION 14. APPLICABLE LAW**

**14.1.** 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 that they have or may have to bring such elsewhere.

### **SECTION 15. RECORD AND AUDIT**

**15.1.** Contractor shall maintain books, records, documents, and other evidence directly pertinent to costs, estimates and performance under this Agreement or required under any federal, state, or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures, and practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. Contractor will provide proper facilities for such access and inspection.

**15.2.** Records referred to under Subsection 15.1 shall be maintained and made available during performance under this Agreement and until six (6) years from the date of final completion of the Project. In addition, those records that relate to any dispute or litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and available until six (6) years after the date upon

which any such dispute, litigation, claim, or exception is resolved.

**15.3.** Contractor shall include the provisions of this Section 15 in every subcontract Contractor enters into relating to this Project.

**15.4.** All proprietary information furnished by Contractor in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between the City and Contractor, shall be held confidential by the City, and returned to Contractor within thirty (30) days of the completion of the services or the conclusion of litigation wherein Contractor's services were provided. All inventions, techniques, and improvements held by Contractor to be proprietary or trade secrets of Contractor prior to any use on behalf of the City, as well as all inventions, techniques, and improvements developed by Contractor, independent of the services rendered to the City under this Agreement, remain the property of Contractor.

## **SECTION 16. MISCELLANEOUS**

**16.1.** The recitals above are hereby incorporated into this Agreement.

**16.2.** If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**16.3.** This Agreement and any rights or obligations under this Agreement may not be assigned or subcontracted by Contractor without the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

**16.4.** 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.

**16.5.** 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. Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by Contractor, the terms of this Agreement supersede Contractor's terms and conditions, in the event of any inconsistency.

**16.6.** All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

**16.7.** Neither the City nor Contractor has made any representations or promises with respect to the Project except as expressly set forth herein.

**16.8.** The neuter, feminine, or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

**16.9.** This Agreement shall not be construed in favor or against either party on the basis that it was drafted by the City.

**16.10.** The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

**16.11.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

**16.12.** Contractor agrees to perform its services under this Agreement in such manner and at such times that the 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 that may be deemed necessary by the City.

**16.13.** Contractor shall be considered, for all purposes relating to this Agreement, an independent Contractor. Contractor agrees that it is not an agent of the City and shall have no right or authority to enter into any agreements or otherwise bind the City or create any obligations on behalf of the City with any other parties. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the City and Contractor.

**16.14.** This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**[The remainder of this page is intentionally left blank—signature page follows.]**

**IN WITNESS WHEREOF**, the City and Contractor have executed this Agreement as of the date first written above.

Witness:

[Contractor]:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Witness:

City of Hyattsville

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Date

## Appendix (B) – Hyattsville Sustainable Land and Building Management Practices

### **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 leasttoxic 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 EPA 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 overseeding.
- (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.



Appendix (C) – Landscape Maintenance Locations

Facility	Location	Notes/Clarifications	Task
Burlington Park	4600 Burlington St.		Mowing, leaf removal
Emerson Food Forest	4515 Emerson St. Corner of 46th Pl.		Mowing, leaf removal, bed maintenance
Centennial Park	Alt Rt. 1 Bridge		Mowing, bed maintenance, leaf removal
City Lot 1	5123 Baltimore Ave	Includes Hyattsville sign and all beds in front and back parking lot, and fence line in back	Mowing, bed maintenance, leaf removal, watering of annuals at bridge
Trolley Trail	Behind Franklin's	Includes all beds/swales from Hamilton Street to Flat Iron Bldg. @ Farragut Street	Mowing/bed maintenance
Parking Lot 3	4325 Gallatin St.	Across from City Bldg - includes parking lot perimeter fence and elevation for vehicle clearance	Mowing
City Municipal Bldg.	4310 Gallatin St.		Mowing, bed maintenance, leaf removal - watering of annuals
King Memorial Park	4200 Block Gallatin St.		Mowing, bed maintenance, leaf removal
City Lot 5	4307 Jefferson St.	Center island just off Jefferson	Bed maintenance
City Lot 2	4306 Hamilton Street	Police cars	Mowing, bed maintenance
Deitz Park	4100 Block Oliver St.	Hidden entrance - alley way just off 42nd Ave	Mowing, leaf removal
Stormwater swale	44th Ave and Oliver St. (6022 44th Ave)	Includes area behind bollards to Route 1	Mowing, leaf removal, fence maintenance
Green Space	6101 44th Ave.	Alley from 44th Ave to Baltimore Ave	Mowing
Nicholson Park	3900 Block Nicholson St.		Mowing, bed maintenance, leaf removal
Teen Center	5812 40th Ave	Use fence line of Nicholson	Mowing/leaf removal



Facility	Location	Notes/Clarifications	Task
		Park for back boundary	
McClanahan Park	3500 Block Oliver St.	Intersection of Oliver St & Jamestown	Mowing, leaf removal, bed maintenance
Green Space	31st Ave and Nicholson St.	Across from Apartments - sidewalk and grass strip to CSX	Mowing
Heurich Park	2800 Block Nicholson St.	Property line row of Sycamore???	Mowing, leaf removal
Green Space	5600 Block of Jamestown Road	Green space adjacent to parking lot (fence) behind 7-11	Mowing
Green Space	5400 Jamestown Road	Between Queens Chapel and Hamilton St	Mowing
City Sign 3	5350 Queens Chapel Rd	Across from Pizza Hut under construction	Bed maintenance
3505 Hamilton	3505 Hamilton St.	Includes inside gated entrance and parking lot and back gated entrance	Mowing, bed maintenance, leaf removal
Hyatt Park	3500 Hamilton St.		Mowing, leaf removal, bed maintenance
Driskell Park	3911 Hamilton St.	Entrance intersection of Hamilton & 40th Place - follow no mow zones - various locations	Mowing, bed maintenance, leaf removal
Driskell Park	Across the street from Park adjacent to the entrance	Maintenance starts at the utility pole just in front of the snow emergency sign	Mowing, bed maintenance, leaf removal
Hill on 40th Place	Across from 5010 40th Pl. end of Top of Hill Apartments		Mowing, leaf removal
Melrose Park Trail	4710 41st Place		Mowing, leaf removal
Melrose soccer fields	4601 41st Street - Behind skate park	Includes keeping growth back from bleachers	Mowing, leaf removal
City Sign 1	Rhode Island Ave & Charles Armentrout Way		Bed maintenance
Flat Iron Bldg.	5100 Baltimore Ave	Grass strip from Farragut and Baltimore Ave to Charles Armentrout	Mowing, bed maintenance, leaf removal
City Sign 2	Baltimore Ave. & Tanglewood Dr.	Mow the strip in front of sign only	Bed maintenance, mowing

<b>Facility</b>	<b>Location</b>	<b>Notes/Clarifications</b>	<b>Task</b>
38th Ave Park	38th Ave off Hamilton	Both sides of Street	Mowing and leaf removal
Green Space	40th Pl. and Buchanan St	Small green space - do not enter	Mowing
Green Space	Charles Armentrout / 42nd Place	Do not mow center bogs	Mowing
Green Space	University Hills	3 locations: mow strip from Apartment complex to hydrant, next to 3322 Stanford and end of Gumwood	Mowing
Green Space	Oliver Alley	Off 42nd Ave ROW in front of fence	Mowing, fence maintenance
Green Space	Oliver Alley at 42nd Place	Behind Do Not Enter to fence next to school fence	Mowing
Green Space	31st Place at Nicholson		Mowing
Green Space	Across from 3501 Oliver Street	Down from McClanahan	Mowing
Parking Lot 4	Farragut Street across from Court house	Includes two beds on either side of entrance and small space at border of lot	Mowing, bed maintenance
Green Space	DPW		Mowing
Green Space	Outside DPW at spare lot		Mowing
Green Space	2 lots at the end of Hamilton St	Vacant lots by Trolley Trail	Mowing



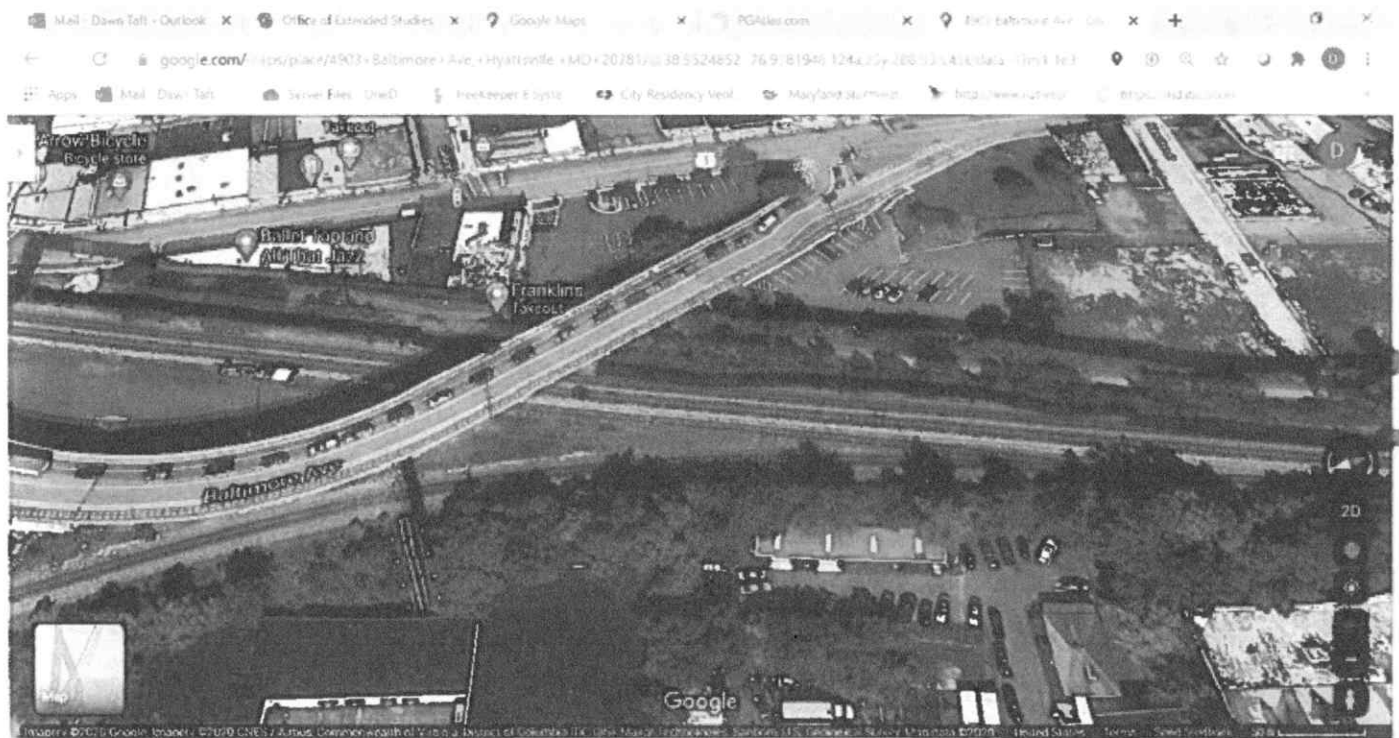
Burlington Park 4600 Burlington Road; Emerson Food Forest 4515 Emerson St.



Centennial Park 5200 Baltimore Ave – Alt Rt. 1; Green Space 2 vacant lots 4503/4508 Hamilton St.



Parking Lot / Franklins 5123 Baltimore Ave



Trolley Trail from 4508 Hamilton St to 5101 Baltimore Ave.

*See Centennial Park graphic for end of Trolley Trail*





Baltimore Ave from Farragut (end of Trolley Trail) to Charles Armentrout



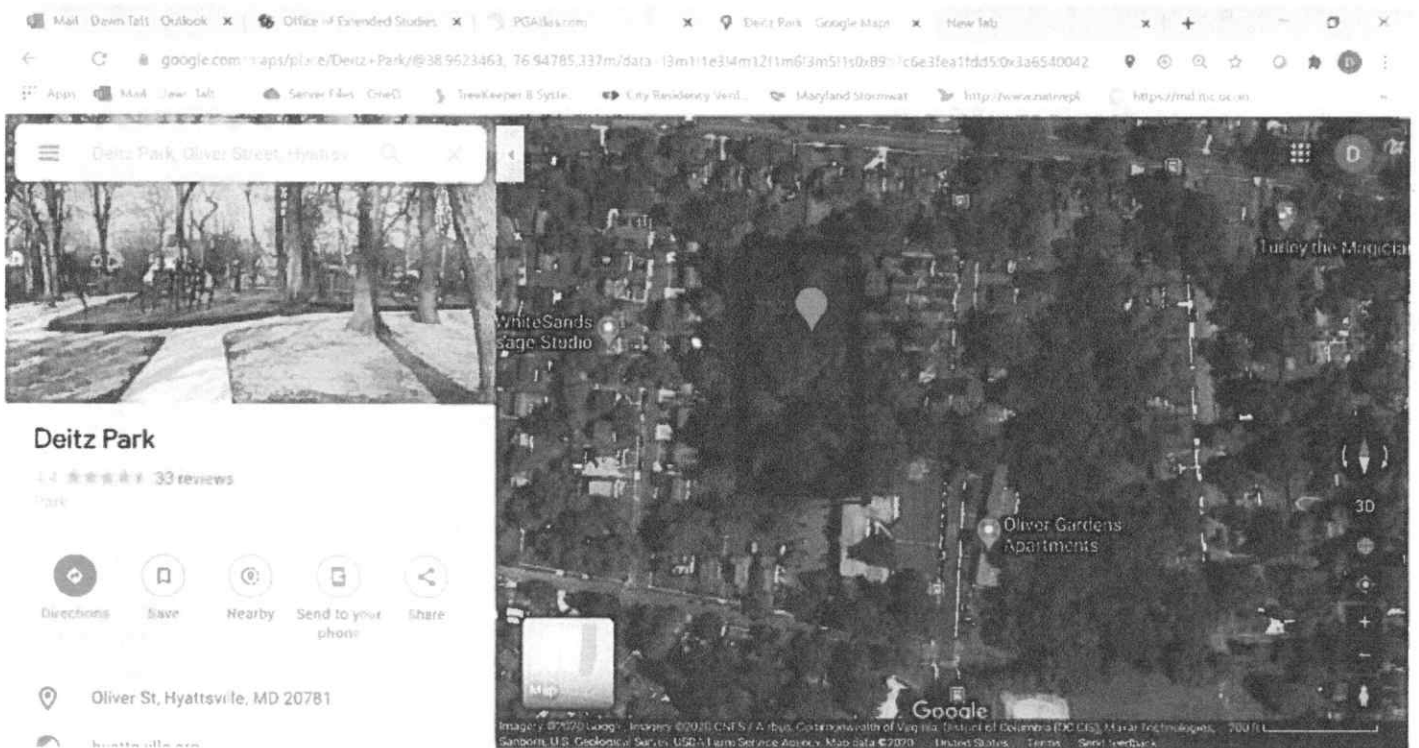
Municipal Building 4310 Gallatin; Parking Lot 3; Parking Lot 4 4320 Farragut



King Park 4205 Gallatin St.



City Lot 5 – 4307 Gallatin St.; City Lot 2 = 4306 Gallatin St.



Deitz Park – entrance through alley at 4106 Oliver St.



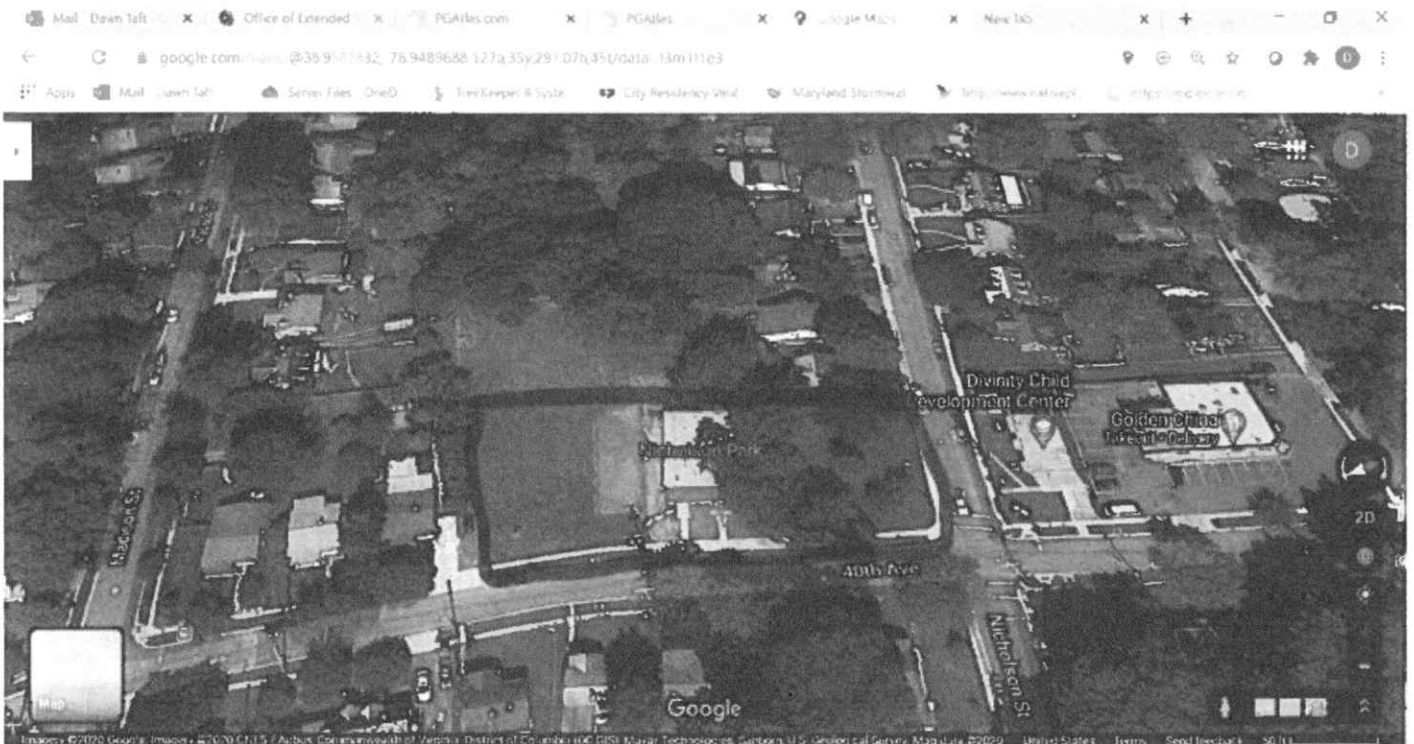
44<sup>th</sup> Ave and Oliver St (6022 44<sup>th</sup> Ave) Swale; Alley at 6101 44<sup>th</sup> Ave. goes out to Baltimore Ave.





31<sup>st</sup> Place at Nicholson St.

from black fence to street



Nicholson Park and Teen Center 5812 40<sup>th</sup> Ave

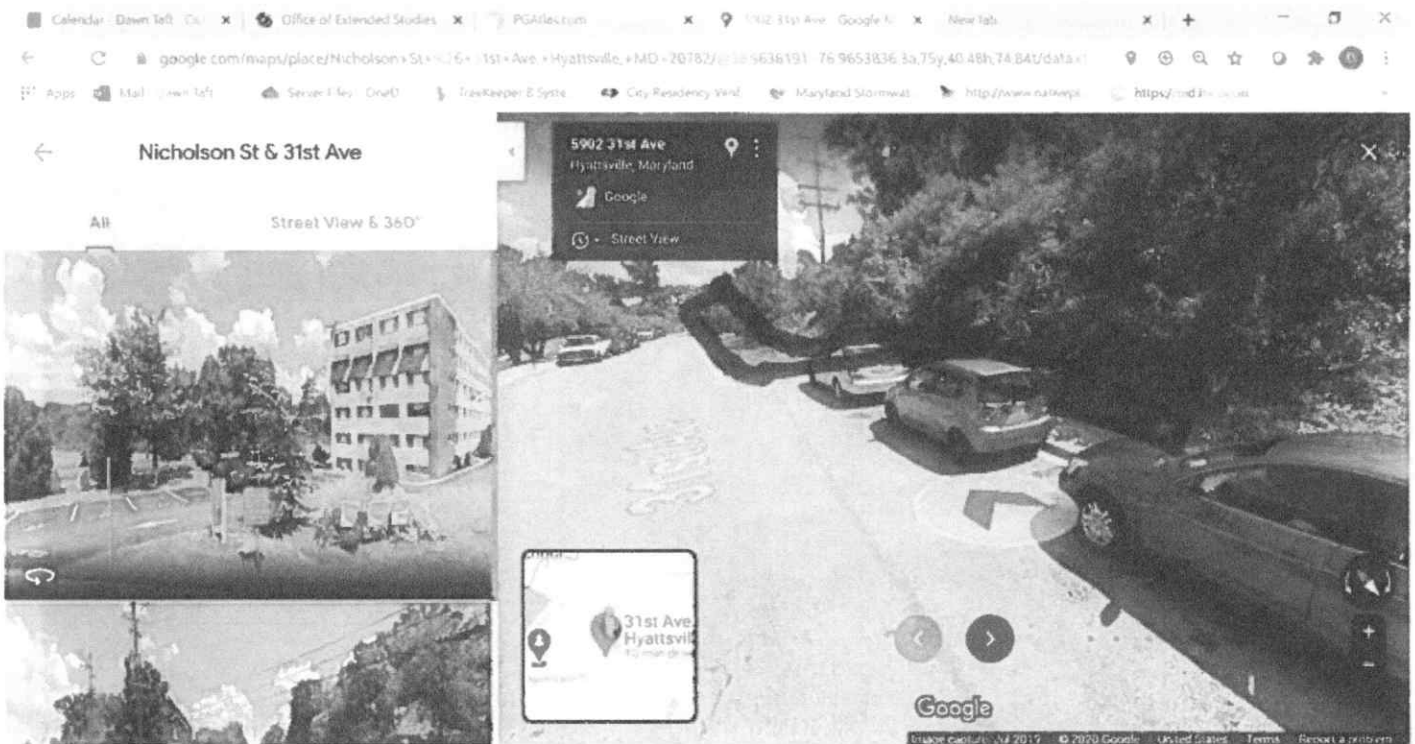




McClanahan Park next to 3514 Oliver St. at Jamestown Road



Across from 3501 Oliver and 35<sup>th</sup> Ave – Down street from McClanahan Park  
*Boundary - use guardrail & Street Bollards*



31<sup>st</sup> Ave at Nicholson – across from 5902 31<sup>st</sup> Ave Apartments



2800 Nicholson St. Heurich Park



Green Space across from 5600 Jamestown Road

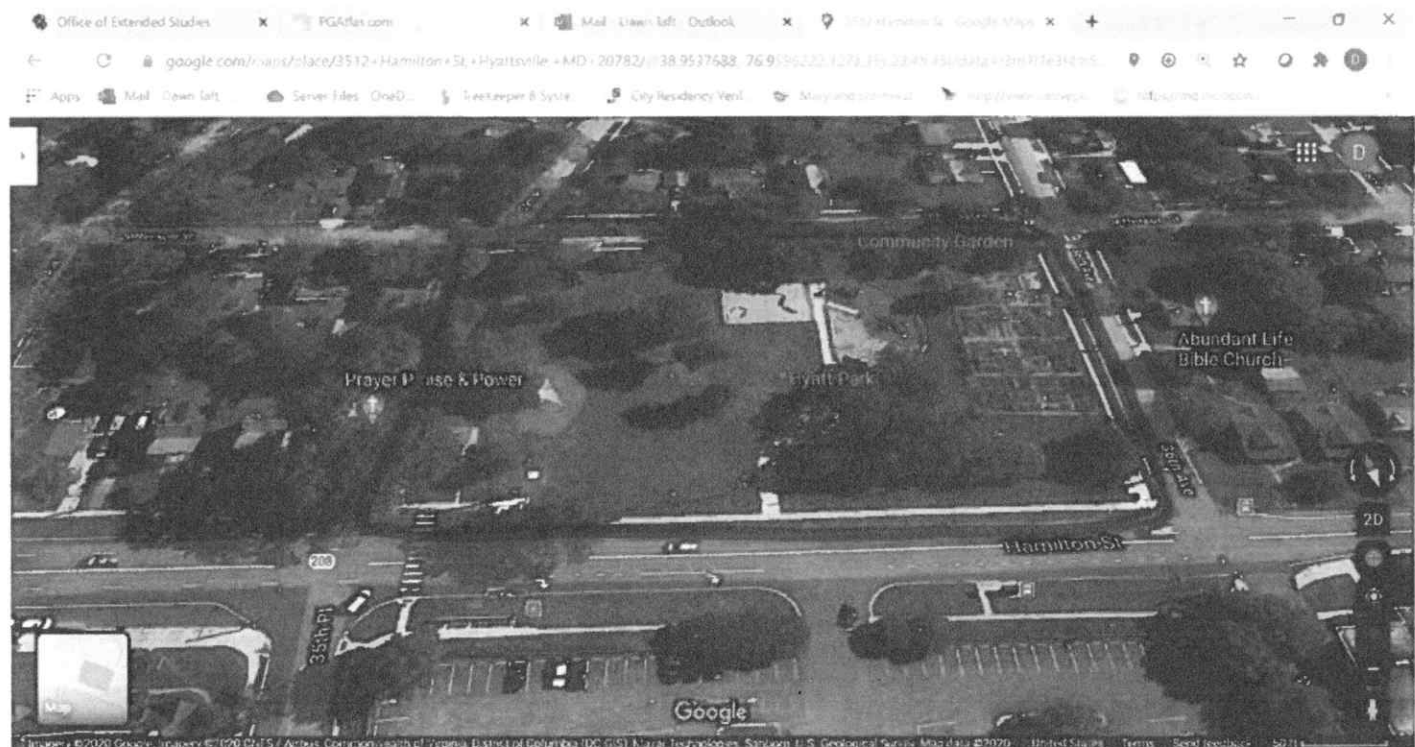


5400 Jamestown Road between Hamilton and Queens Chapel





3505 Hamilton Street - entire area including fenced area



Hyatt Park 3512 Hamilton St.





Hill on 40<sup>th</sup> Place



Melrose Park Trail 4710 41<sup>st</sup> Place; Strip along culvert; 4713 41<sup>st</sup> place empty lot  
 ↳ STOPS @ ENTRANCE to soccer fields

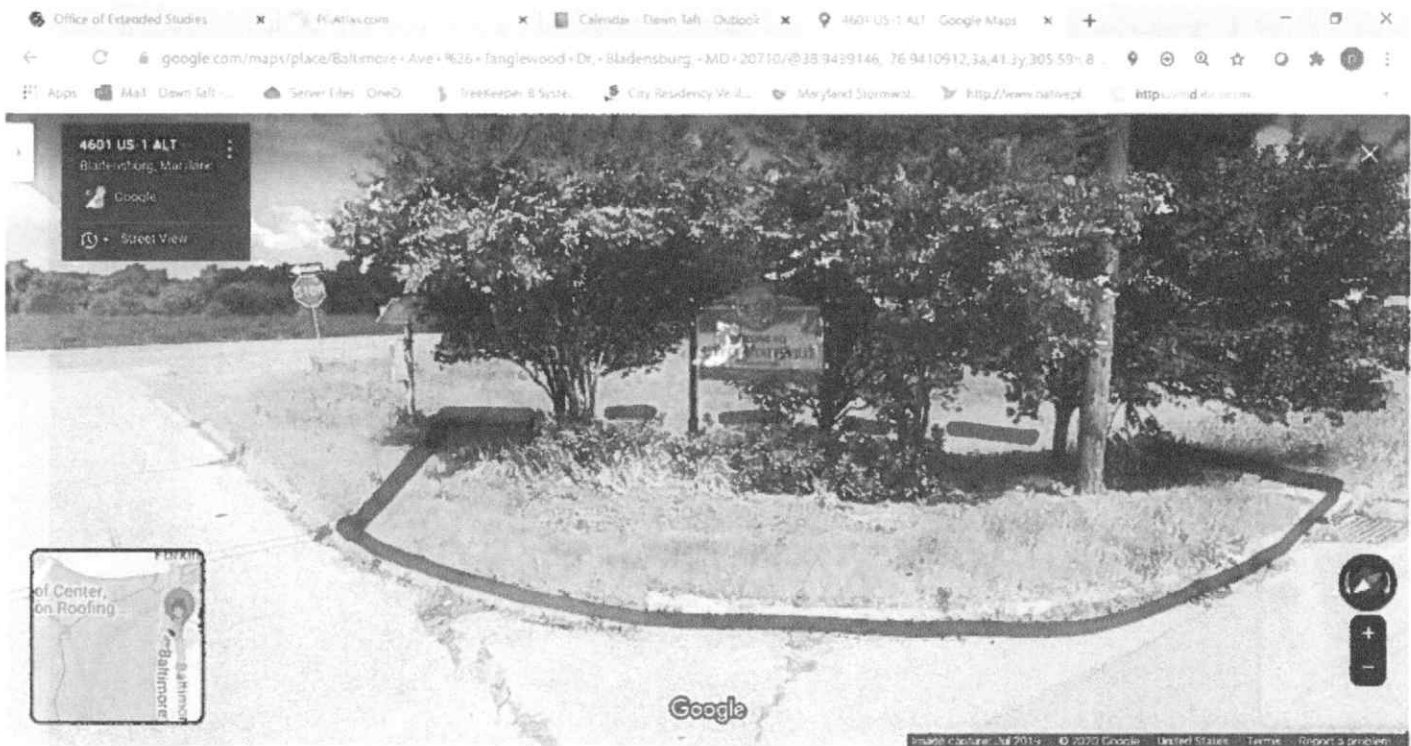




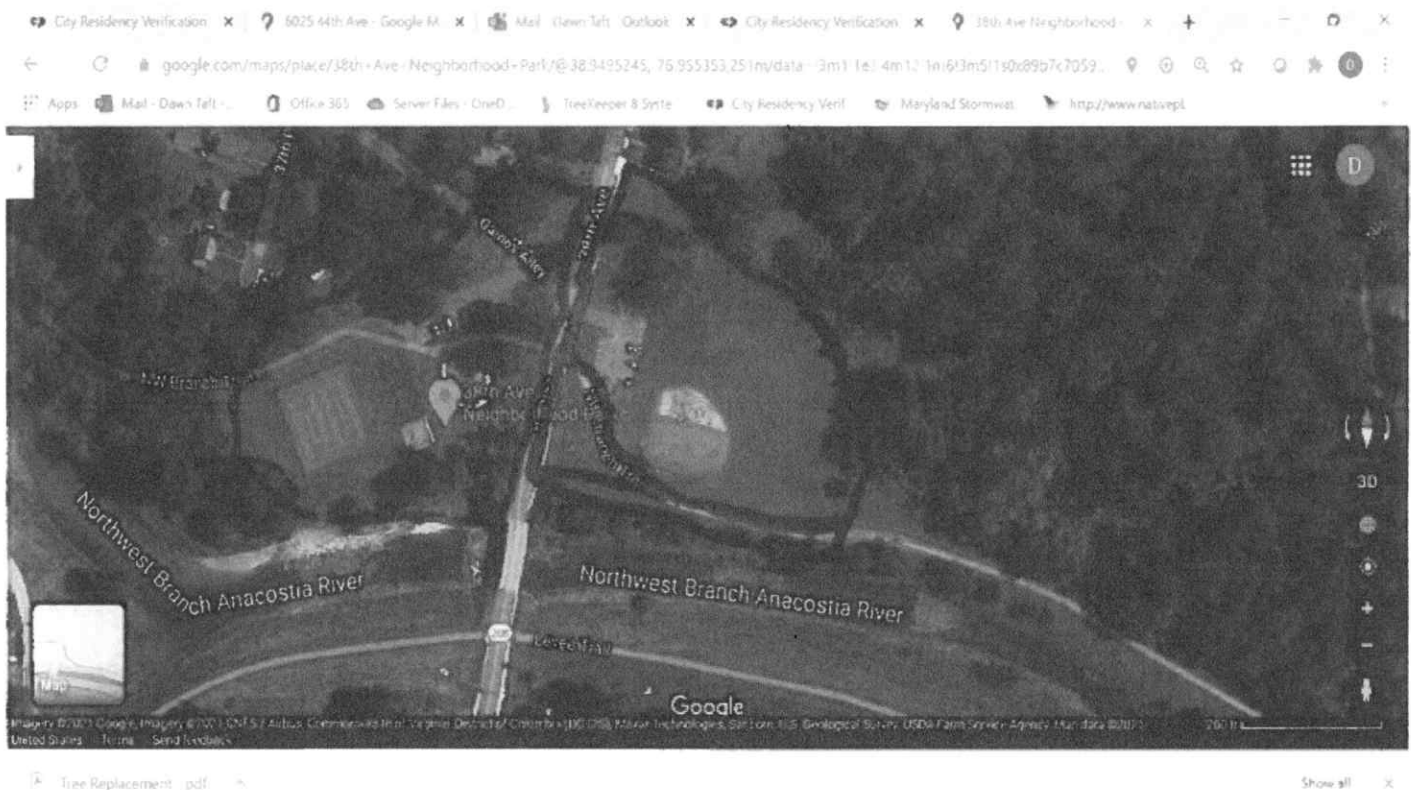
Melrose Soccer Fields - 4601 41<sup>st</sup> Street behind Skate Park – Keep vines off BRIDGE



City Sign on Rhode Island Ave off Charles Armentrout



City Sign Baltimore Ave. and Tanglewood Dr.



38<sup>th</sup> Avenue Park approx. 4923 38<sup>th</sup> Ave

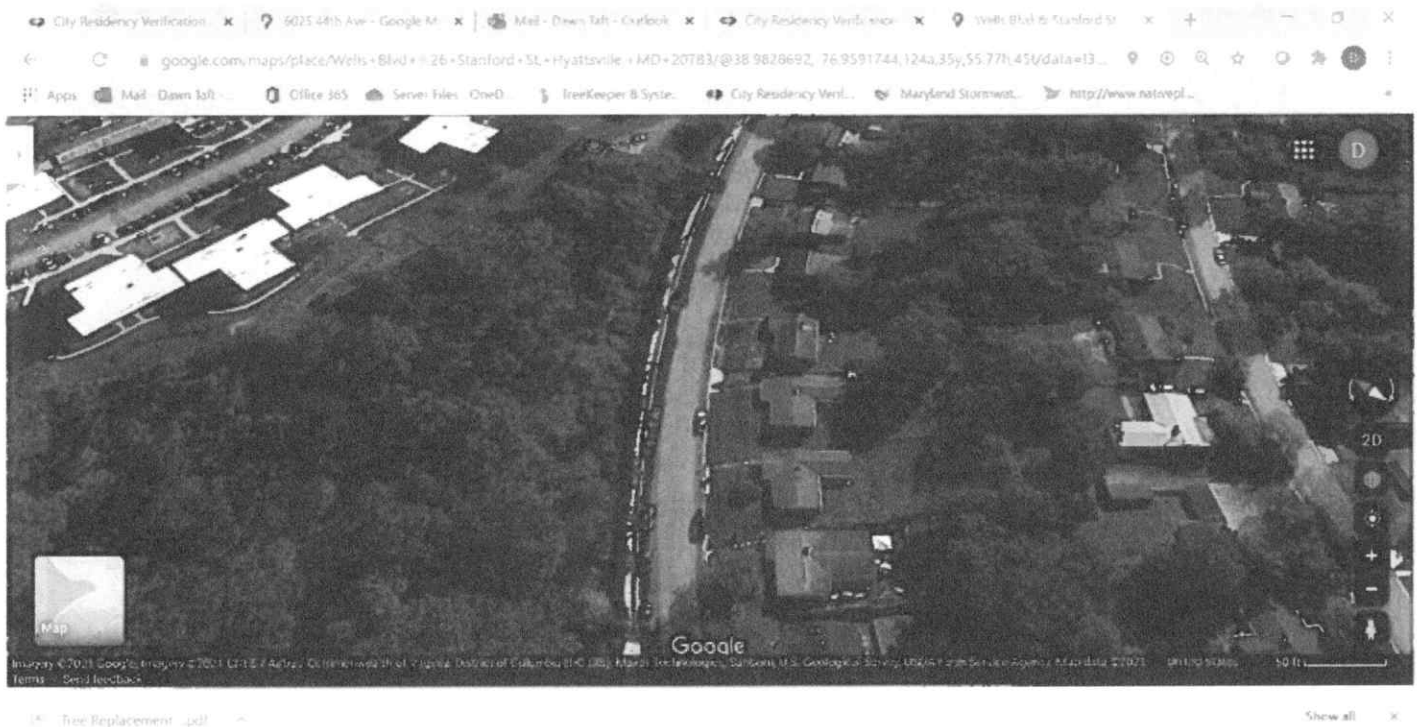




### Green Space Corner of 40<sup>th</sup> Place and Buchanan St. –



### Green Space - Charles Armentrout Dr. and Baltimore Ave.



U-Hills Green Space Stanford St. location 1 of 3 - Appt Complex to hydrant - across from 3409 to 3423



U-Hills Green Space location 2 of 3 next to 3322 Stanford from edge of park to edge of residential property



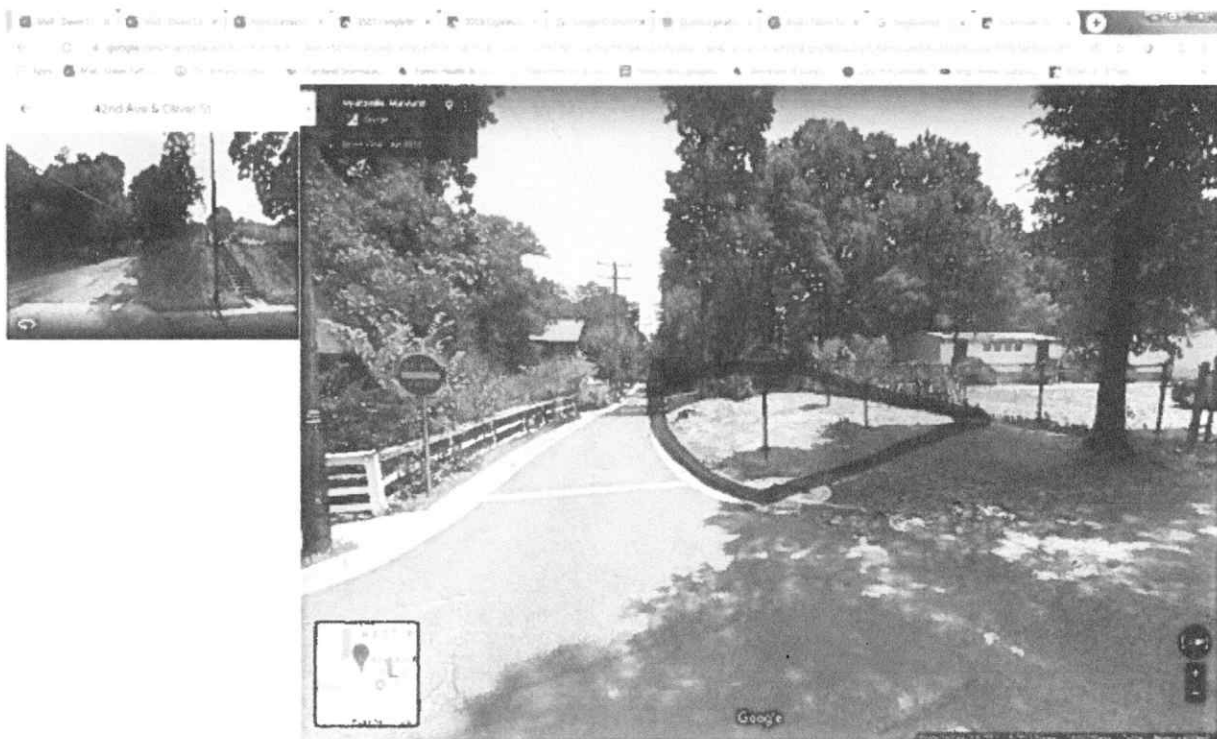
U-Hills Green Space location 3 of 3— across from 3000 Gumwood Dr.



Green Space Oliver Street off 42<sup>nd</sup> Ave 1 of 3 Green Space Oliver Street off 42<sup>nd</sup> Ave 1 of 3



Green Space Oliver Street off 42<sup>nd</sup> Ave 2 of 3



Green Space Oliver Street off 42<sup>nd</sup> Ave 3 of 3





DPW 4629 Baltimore Ave. Side Hill on BALTIMORE Ave & Arundel Place  
& inside parking Area

Appendix (D) – Alley Maintenance Locations

Approx. Quantity	Unit	Position	Unit Rate	Proposal Amount
16	EA	Alley 1	5.00	80.00
16	EA	Alley 2	17.50	280.00
16	EA	Alley 3A	10	160.00
16	EA	Alley 3B	5	80.00
16	EA	Alley 3C	27.50	440.00
16	EA	Alley 4	20.00	320.00
16	EA	Alley 5	45.00	720.00
16	EA	Alley 6	37.50	600.00
16	EA	Alley 7	22.50	360.00
16	EA	Alley 8A	15.00	240.00
16	EA	Alley 8B	22.50	360.00
16	EA	Alley 9	27.50	440.00
16	EA	Alley 10	15.00	240.00
16	EA	Alley 11	7.50	120.00
16	EA	Alley 12	17.50	280.00
16	EA	Alley 13A	15.00	240.00
16	EA	Alley 13B	20.00	320.00
16	EA	Alley 13C	11.25	180.00
16	EA	Alley 13D	11.25	180.00
16	EA	Alley 14A	12.50	200.00
16	EA	Alley 14B	7.50	120.00
16	EA	Alley 15	7.50	120.00
16	EA	Alley 16	27.50	440.00
16	EA	Alley 17	10	160.00
16	EA	Alley 18	10	160.00
16	EA	Alley 19	5	80.00
16	EA	Alley 20	5	80.00
16	EA	Alley 21A	45	720.00
16	EA	Alley 21B	27.5	440.00
16	EA	Alley 22	17.50	280.00
16	EA	Alley 23	17.50	280.00
16	EA	Alley 24	7.50	120.00
16	EA	Alley 25	22.50	360.00
16	EA	Alley 26A	20	320.00
16	EA	Alley 26B	7.50	120.00
16	EA	Alley 27	25.00	400.00

#### Appendix (E) – Dead End Maintenance

1. Location: Price per service
2. Quintana & 41st Pl (corner)
3. MacCaroy Alley
4. 4600 blk Burlington Rd (dead end)
5. 4600 blk Emerson St (dead end)
6. 4600 blk Buchanan St (dead end)
7. 5900 blk 33rd Ave (dead end)
8. 5900 blk 32nd Ave (dead end)
9. 5900 blk 31st Ave (leaf dump entrance)
10. 4900 blk 37th Pl (dead end)
11. 6800 blk Calverton Dr (dead end)
12. 3200 blk Stanford St (dead end)
13. 3100 blk Rosemary Lane (dead end)
14. Gaines Alley @38th

Exhibit 1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2025

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).

PRODUCER	<b>First Insurance Group of Maryland, Inc.</b> <b>101 E. Charles Street Suite 302</b> <b>La Plata, MD 20646</b> <b>License #: 1952</b>	CONTACT NAME:	Chantel Perry	
		PHONE (A/C, No, Ext):	(301)843-9555	FAX (A/C, No):
		E-MAIL ADDRESS:	chantel@firstinsurancegroup.com	
INSURED	<b>Professional Lawn Maintenance Services LLC</b> <b>14304 Croom Airport Rd</b> <b>Uppr Marlboro, MD 20772-8372</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Atlantic States Insurance Co	22586
		INSURER B:	Atlantic States Insurance Company	22586
		INSURER C:	The Hartford	00914
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 00014725-0

REVISION NUMBER: 31

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 INSD	SUBR 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA8972295	01/20/2025	01/20/2026	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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000116922	01/20/2025	01/20/2026	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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	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	42WECAV5WU3	01/18/2025	01/18/2026	<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

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

## CERTIFICATE HOLDER

## CANCELLATION

Department of Finance City of Hyattsville  
 4310 Gallatin St.  
 Hyattsville, MD 20781

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

*Leigh A. Chuderski*

(CLP)

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

10027138

**PEST CONTROL APPLICATOR CERTIFICATE NO. 31734-65868**

CHRISTOPHER MCRAE

EXPIRES 06/30/2025

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

POST IN A CONSPICUOUS PLACE

APPLICATION CATEGORIES: 3A, 3C, 6

This certifies that this individual has demonstrated knowledge and competence as a pest control applicator in the category(ies) shown above, under 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).

Kevin Atticks

Secretary of Agriculture

Exhibit 1

**ADDENDUM NO. 1**  
**TO THE REQUEST FOR PROPOSALS (RFP)**  
**FOR Landscape and Alley Maintenance**  
**FOR THE CITY OF HYATTSVILLE, MARYLAND**  
**RFP #DPW25-001**

March 24, 2025

The City of Hyattsville, Maryland, hereafter the "City", is issuing this Addendum #1 on March 24, 2025, to amend and clarify information and specifications included in RFP # DPW25-001. **Addendum #1 includes location maps for city-owned alleys and an update to landscape maintenance locations. Addendum #1 does not change the due date of the proposals or the opening of the proposals received.** There are no other changes to the RFP. This addendum is incorporated into RFP #DPW25-001 and any associated contract documents as if fully set out in the original RFP. **The proposer must acknowledge the receipt of Addendum #1 by signing this addendum where indicated and including this addendum as part of your proposal package.**

The following locations have been added for landscape maintenance:

1. Dead End Maintenance
  - a. 3000 Gumwood Dr (dead end)
  - b. 6728 Calverton Dr (dead end)
2. Additional Landscape Maintenance locations:

Facility	Location	Notes/Clarifications	Task
Green Space	Hamilton St from 40 <sup>th</sup> Ave to 38 <sup>th</sup> Ave	14 beds Hamilton Strip	Mowing, bed maintenance
Melrose Trail Community Garden Sign	4711 41 <sup>st</sup> Place		Mowing, leaf removal
Green Space	4631 Baltimore Ave Rental Lot	Next to DPW Bldg	Mowing
Green Space	3145 Gumwood Dr	ROW strip	Mowing

The following locations have been removed for landscape maintenance:

<b>Facility</b>	<b>Location</b>	<b>Notes/Clarifications</b>	<b>Task</b>
City Lot 5	4307 Jefferson St.	Center island just off Jefferson	Bed maintenance

Alley location maps and photos of additional landscape maintenance locations begin on the following page.

There are no other changes to the RFP at this time.

END OF ADDENDUM #1

Ron Brooks

City of Hyattsville, Director of Finance

**I acknowledge receipt of addendum #1 for this RFP and have enclosed it as part of the bid package.**

Company:

Professional Lawn Maintenance Services, LLC

Signature:



Date:

4/4/25

**ADDENDUM NO. 2**  
**TO THE REQUEST FOR PROPOSALS (RFP)**  
**FOR Landscape and Alley Maintenance**  
**FOR THE CITY OF HYATTSVILLE, MARYLAND**  
**RFP #DPW25-001**

April 3, 2025

The City of Hyattsville, Maryland, hereafter the "City", is issuing this Addendum #2 on April 3, 2025, to amend and clarify information and specifications included in RFP # DPW25-001 **Addendum #2 answers questions submitted, updates proposal submission and bid opening dates in the body of the RFP to match the Solicitation schedule on Page 1 of the RFP, and clarifies which pages from Addendum #1 must be submitted with proposals. Addendum #2 does not change the due date of the proposals or the opening of the proposals received.** There are no other changes to the RFP. This addendum is incorporated into RFP #DPW25-001 and any associated contract documents as if fully set out in the original RFP. **The proposer must acknowledge the receipt of Addendum #2 by signing this addendum where indicated and including this addendum as part of your proposal package.**

**SUBMISSION OF PROPOSALS** (p5)

The Proposals will be received by the City Clerk, no later than ~~2:00 pm, Friday, April 4, 2025~~ **5:00 pm, Monday, April 7, 2025.**

**EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT** (p6)

The Proposals will be publicly opened and read on ~~Friday, April 4, 2025 at 2:15pm~~ **Tuesday, April 8, 2025 at 2:15PM** via a public Zoom meeting

**ADDENDUM #1**

The proposer must acknowledge the receipt of Addendum #1 by signing this addendum where indicated and including **pages 1, 2, and 46 (all pages excluding maps and photographs)** of this addendum as part of your proposal package.

**The following questions have been received:**

1. Does the Alley Maintenance includes mowing, leaf removal, trash removal, edging, and weed removal. Are we trimming back encroaching live or dead shrubbery and tree branches from private residences that enter the alley?

Does Alley Maintenance include the following? - Tree trimming, shrub hedging/pruning, overgrowth 14' and under; as well as fence line maintenance, vine trimming, mowing, line-trimming, leaf management, litter pick up, and blowing?

- a. Mowing: Yes, alley maintenance includes mowing, but only if the area is flat.
  - b. Leaf Removal: No, leaf removal is explicitly excluded from alley maintenance.
  - c. Trash Removal: Yes, trash removal is included prior to work to avoid equipment damage. This aligns with the RFP's "Trash and Debris Removal" section (Page 6), which requires contractors to remove trash and debris during routine maintenance visits, including in alleys.
  - d. Edging and Weed Removal: No, edging and weeding are explicitly excluded from alley maintenance, despite the RFP's broader landscape maintenance scope requiring edging (Page 4, Turf Edging) and weed removal in beds (Page 5, Tree and Shrub Maintenance).
  - e. Trimming Back Encroaching Shrubbery/Tree Branches (Live or Dead) from Private Residences into the Alley: No, trimming and pruning of any kind are excluded. The contractor must report any trimming or pruning needs (including encroaching branches) to the City POC. This overrides the RFP's general requirement for pruning in the "Tree and Shrub Maintenance" section (Page 5), which applies to other areas but not alleys.
  - f. Tree Trimming, Shrub Hedging/Pruning, Overgrowth 14' and Under: No, all trimming and pruning activities are excluded from alley maintenance, regardless of height.
  - g. Fence Line Maintenance: No, fence line maintenance typically involves trimming or pruning to clear vegetation, which is excluded in alleys. The contractor must report any such needs to the City POC.
  - h. Vine Trimming: No, vine removal and trimming are explicitly excluded from alley maintenance, despite the RFP's "Ground Cover & Beds" section (Page 6) requiring vines to be trimmed in beds.
  - i. Line-Trimming: No, line-trimming (using a string trimmer for grass or weeds) is not explicitly included in alley maintenance and can be considered part of edging or weeding, which are excluded. The RFP's "Turf Maintenance" section (Page 4) requires trimming around permanent fixtures with weed-eaters, but this applies to turf areas, not alleys.
  - j. Leaf Management: No, leaf removal and management are excluded from alley maintenance. The RFP's "Fall Cleanup" section (Page 7) requires leaf removal, but this is a separate service, not part of routine alley maintenance.
  - k. Litter Pickup: Yes, this aligns with trash removal prior to work, which is included in alley maintenance and supported by the RFP's "Trash and Debris Removal" section (Page 6).
  - l. Blowing: Yes, blowing grass clippings off streets and away from sidewalks and storm drains is included in alley maintenance, consistent with the RFP's requirement to clean curbs and sidewalks with blowers (Page 6, Trash and Debris Removal).
2. Will the City of Hyattsville DPW select and install the Annuals in the designated locations or is that up to the contractor? The RFP refers to watering twice a week. Watering can really be every other day until the plants establish their roots and then twice a week afterwards, right?
- a. The City will select and install annuals and water them until established.

- b. The contractor must report any plant material needing replacement due to damage.
  - c. The City POC will determine the 10 instances when the contractor provides watering.
- 3. What would be DPW's definition of extensive removal of grass clippings (Turf Maintenance Spec), at least for estimation purposes? Does DPW's definition of Yard Waste also includes glass or plastics as well as paper products normally referred to as trash that would be picked up if on the ground?
  - a. The RFP's "Turf Maintenance" section (Page 4) states, "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." For alley maintenance, the contractor must also blow grass clippings off streets and away from sidewalks and storm drains (per the clarification). "Extensive removal" likely means ensuring that no significant amount of clippings remains on the turf, streets, sidewalks, or near storm drains after mowing. This involves:
    - i. Blowing clippings as required in alleys.
    - ii. In other turf areas (e.g., parks), collecting and removing clippings if they are excessive (e.g., thick layers that could smother grass or create hazards). The RFP recommends but does not require bagging attachments (Page 4).
  - b. The contractor is responsible for removal/disposal of all waste.
  - c. In practice, during alley maintenance, the contractor must remove trash (including glass, plastics, and paper) prior to work (per the alley maintenance scope) and can dispose of it per their standards.
  - d. the DPW's definition of yard waste (organic waste) includes only grass clippings and other plant material, explicitly excluding glass and plastic waste, and likely excluding paper products (which are considered trash). However, the contractor must remove all trash (glass, plastics, paper) from the ground during maintenance visits and can dispose of all waste types per their company standards, even if that involves different handling than the City's non-commingling rule.
- 4. Does the City Municipal Building have locations where the contractor can use the existing hose bibs for watering?
  - a. No.
- 5. Does Franklin's have hose bibs for Watering at their building?
  - a. No.
- 6. Would there be any other locations where sources for watering are provided? The Proposal Rate Sheet shows a maximum of 10 watering's of beds with annuals. Would that be enough per year?
  - a. No.
- 7. Appendix (E) of the RFP shows the location of 13 Alleys that are referred to as "Dead End Maintenance". How does this number of 13 correlates with the original 33 Alleys in the original RFP and the Addendum #1? Does Dead End Maintenance only refers to cleanup at the end of the alley or can it also include mowing, leaf removal, trash, edging, weed removal and trimming of encroaching branches growing into the alley?
  - a. Dead end locations differ from the Alleys.

- b. Dead End Maintenance includes cleanup at the end of the alley (e.g., trash removal, blowing debris), but includes mowing if the area is flat.
- 8. We are assuming in the Proposal Rate Sheet that Items 1 through 3 will have a maintenance frequency of every 12-14 days and Items 4 through 7 would be once a year. Watering frequency is in question #3.
  - a. The assumption of every 12–14 days (biweekly) for Items 1–3 aligns with the RFP:
    - i. Item 1 (26 visits) and Item 2 (26 visits) over a 52-week year equate to biweekly maintenance ( $26 \times 2 = 52$  weeks), matching the 12–14 day frequency.
    - ii. Item 3 (22 visits) is slightly less frequent, roughly every 16–17 days ( $52 \text{ weeks} \div 22 \text{ visits}$ ), but still close to biweekly.
  - b. Items 4–7 being once a year is not accurate:
    - i. Item 4 (4 visits): Weed removal in beds/tree bases, likely seasonal (e.g., quarterly).
    - ii. Item 5 (3 visits): Fall Cleanup, likely late fall, possibly 3 separate cleanups.
    - iii. Item 6 (1 visit): Annual mulching, aligns with once a year.
    - iv. Item 7 (3 visits): Shrub Shaping, likely 3 times per year (e.g., spring, summer, fall).
- 9. What is the City of Hyattsville's overall annual budget for Landscape and Alley Maintenance?
  - a. The budget is not specified in the RFP. The City Clerk's office is the appropriate point of contact for historical budget data.
- 10. On page 4 of the RFP, the section Ground Cover & Beds; It says "all beds shall be maintained with a 3" dressing of shredded hardwood" - Does this mean if mulch decomposes, erodes or is compacted at anytime during the season it will be expected of the contractor to re-applied mulch to a depth of 3 inches?
  - a. Yes, the RFP's "Ground Cover & Beds" section (Page 6, not Page 4 as stated in the question) states, "All beds shall be maintained with a 3" dressing of shredded hardwood." The term "maintained" implies that the contractor must ensure the mulch depth remains at 3 inches throughout the contract period (1 year, with four 1-year renewal options, per Page 7). Mulch naturally decomposes, erodes, or compacts over time, so the contractor must monitor and re-apply mulch as needed to maintain the 3-inch depth. The Proposal Rate Sheet (Page 12, Item 6) lists "Annual mulching" as 1 visit, suggesting that the city expects one major mulching event per year, but the "maintained" requirement means additional applications may be needed if the depth falls below 3 inches during the season.
- 11. Is there any fence line maintenance, bed maintenance, or mulching at DPW including tree beds and bioretention ponds?
  - a. Yes, Tree beds, bed maintenance, mulching, or fence line maintenance is required for DPW facility. No work is required for bioretention ponds.
- 12. At Melrose Park; Does the overgrowth around the bridge need to be maintained as well as behind the bleachers?
  - a. Yes, overgrown and vine removal around the bridge in Melrose Park, and behind the bleachers at Melrose Soccer Fields. See page 54.




13. Are the bioretention ponds/rain gardens included under "bed maintenance" at Driskell Park?
- a. No, Bio-retention ponds/rain gardens are not included in bed maintenance.
14. How does the contractor's requisition submission process works for payment? Are the invoices submitted electronically through a payment processing program such as ADP, Pay Checks, QuickBooks, etc. and paid via ACH, credit card, check, etc.? Are payments made on a Monthly basis after receiving invoicing? How long does payment processing take? Would requisitions be reviewed first and approved by DPW before commencing to processing for payment?
- a. Monthly invoicing is required.
  - b. DPW must approve invoices before processing.
  - c. Payments are made within 30 days via check, following electronic submission to the designated email.

END OF ADDENDUM #2

Ron Brooks  
City of Hyattsville, Director of Finance

**I acknowledge receipt of Addendum #2 for this RFP and have enclosed it as part of the bid package.**

Company Professional Lawn Maintenance Services, LLC

Signature  Date 4/4/25