

City of Hyattsville

Hyattsville Municipal Building
4310 Gallatin Street, 3rd Floor
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org



Agenda Regular Meeting

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_s636bIV8S9uuWGC-kyJO4A

Monday, December 20, 2021

7:00 PM

Virtual

City Council

Mayor Kevin Ward

Robert S. Croslin, Council President, Ward 2

Danny Schaible, Council Vice President, Ward 2

Sam Denes, Ward 1

Joanne Waszczak, Ward 1

Ben Simasek, Ward 3

Jimmy McClellan, Ward 3

Edouard Haba, Ward 4

Daniel Peabody, Ward 4

Joseph Solomon, Ward 5

Rommel Sandino, Ward 5

ADMINISTRATION

Tracey E. Douglas, City Administrator

Laura Reams, City Clerk, 301-985-5009, cityclerk@hyattsville.org

WELCOME TO THE CITY OF HYATTSVILLE CITY COUNCIL MEETING!
Your participation at this public meeting is valued and appreciated.

AGENDA/PACKET: The Agenda/Packet is available for review at the Hyattsville Municipal Building and online at www.hyattsville.org prior to the scheduled meeting (generally available no later than the Friday prior to the scheduled Monday meeting). Please note, times given for agenda items are estimates only. Matters other than those indicated on the agenda may also be considered at Council discretion.

AMERICANS WITH DISABILITY ACT: In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (301) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AUDIBLE DEVICES: Please ensure all audible devices are turned off or otherwise not audible when the City Council is in session. Thank you.

PUBLIC INPUT: If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

WAYS TO WATCH THE MEETING LIVE: City Council meetings are broadcast live on cable television channel 71 (Comcast) and channel 12 (Verizon). You may also view meetings live online at hyattsville-md.granicus.com/MediaPlayer.php?camera_id=2

REPLAY SCHEDULE: The meetings will be re-broadcast on cable television, channel 71 (Comcast) and channel 12 (Verizon) daily at 7:00 a.m., 1 p.m., and 8 p.m. Meetings are also able for replay online at www.hyattsville.org/meetings.

CITY INFORMATION: Sign up to receive text and email notifications about Hyattsville events, government, police and programs at www.hyattsville.org/list.aspx

INCLEMENT WEATHER: In the event of inclement weather, please call 301-985-5000 to confirm the status of the Council meeting.

Meeting Notice:

As we continue to take precautions due to the COVID-19 (Coronavirus) pandemic, the Hyattsville City Council will hold its meeting on Monday, December 20, 2021 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

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PUBLIC PARTICIPATION:

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1. Call to Order and Council Roll Call**2. Pledge of Allegiance to the Flag****3. Approval of Agenda****4. Approval of the Minutes****4.a) Approval of the Minutes**[HCC-200-FY22](#)

I move that the Mayor and Council approve the minutes of the City Council meeting of October 4, 2021.

Sponsors: City Administrator

Department: City Clerk

Attachments: [Minutes CM October 4 2021 FINAL](#)

5. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker**6. Community Notices and Meetings (7:20 p.m. - 7:30 p.m.)**

6.a) Main City Calendar: December 21, 2021 - January 3, 2022[HCC-201-FY22](#)

N/A

Sponsors: City Administrator**Department:** City Clerk**Attachments:** [Main City Calendar December 21, 2021 - January 3, 2022 FINAL](#)**7. City Administrator Update (7:30 p.m. - 7:45 p.m.)****8. Presentations (7:45 p.m. - 8:45 p.m.)****8.a) Presentation on the Adaptive Reuse of 3505 Hamilton Street**[HCC-180-FY22](#)

Presentation only.

Sponsors: City Administrator**Department:** Public Works**Attachments:** [Power Point - City of Hyattsville Public Safety City Council Presentation 12.20.21Final](#)**8.b) Overview of American Rescue Plan Spending Eligibility and Process Plans**[HCC-199-FY22](#)

Presentation only.

Sponsors: City Administrator**Department:** Finance**Attachments:** [HVL - ARPA Overview Presentation 12.20.2021](#)**9. Consent Items (8:45 p.m. - 8:55 p.m.)**

9.a) Hamilton Street/MD 208 Corridor Improvement Concepts [HCC-171-FY22](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$100,000 for the development of preliminary designs, engineering studies, development of concept plans, and other work as required as part of negotiations for improvements to, and the possible transfer of ownership of, Hamilton Street from the State of Maryland to the City of Hyattsville, under their existing contract. In addition, the City Treasurer is authorized to adjust FY22 DPW budget appropriations as required to facilitate this expenditure.

Sponsors: City Administrator

Department: Public Works

Attachments: [Hamilton St Corridor estimate](#)
[Hamilton St Improvements](#)

9.b) Memorandum of Understanding between the Town of Brentwood and the City of Hyattsville Concerning the Mental Wellness Check-in Initiative [HCC-192-FY22](#)

I move that the Mayor and Council authorize the City Administrator to enter into a Memorandum of Understanding (MOU) between the Town of Brentwood, MD and the City of Hyattsville concerning the Hyattsville Police Department's Mental Wellness Check-in Initiative.

Sponsors: City Administrator

Department: Police Department

Attachments: [Brentwood - Hyattsville MWCI MOU](#)

9.c) Room License Agreement between City of Hyattsville and SHP Management Corp. [HCC-193-FY22](#)

I move that the Mayor and Council authorize the City Administrator to enter into a Room License Agreement between the City of Hyattsville and SHP Management Corp. for the City's use of an office at the Friendship Arms building for the purpose of the Mental Wellness Check-in Initiative.

Sponsors: City Administrator

Department: Police Department

Attachments: [Friendship Arms_12062021155903](#)

9.d) Room License Agreement between the City of Hyattsville and 6525 Belcrest Road, LLC [HCC-194-FY22](#)

I move that the Mayor and Council authorize the City Administrator to enter into a License Agreement between the City of Hyattsville and 6525 Belcrest Road, LLC for use of office space by the City of Hyattsville Police Department.

Sponsors: City Administrator

Department: Police Department

Attachments: [6525 Licensing Agreement](#)

9.e) Extension of Agreement with American Traffic Solutions, Inc. d/b/a Verra Mobility [HCC-195-FY22](#)

I move that the Mayor and Council authorize the City Administrator to sign the seventh amendment to the agreement between Hyattsville, Maryland and American Traffic Solutions, Inc. to continue the Red-Light Camera program for a term of one (1) year, beginning on January 1, 2022, and ending on December 31, 2022.

Sponsors: City Administrator

Department: Police Department

Attachments: [ATS](#)

9.f) Installation of Street Signs [HCC-196-FY22](#)

I move that the Mayor and Council authorize the City Administrator the execute a rider contract on the Montgomery County IFB #1110132 with Shannon-Baum Signs Inc. and authorize an expenditure not to exceed \$30,000 for FY22, pending legal review.

Sponsors: City Administrator

Department: Public Works

Attachments: [20210405102301](#)
[Renewal K 1110132](#)

10. Action Items (8:55 p.m. - 9:30 p.m.)

10.a) Municipal Gas-Powered Leaf Blower Ban[HCC-198-FY22](#)

I move that the Mayor and Council direct the City Attorney to draft an ordinance to ban gas-powered leaf blowers (GPLBs) as follows:

- Effective July 1, 2022 - The use of gas-powered leaf blowers by the City will cease entirely, including City staff and City contracts. Also, this date will be the start of the 75 percent rebate window for the trade-in of GPLBs towards the purchase of an electric leaf blower.
- Effective July 1, 2023 - The 75 percent rebate window will end, and the 50 percent rebate window will begin for GPLB trade-ins.
- Effective January 1, 2024 - The 50 percent rebate window will end, and the 25 percent rebate window will begin for GPLB trade-ins.
- Effective July 1, 2024 - the use of gas-powered leaf blowers will be prohibited permanently, and the 25 percent rebate window will end for GPLB trade-ins.

Sponsors: Schaible, McClellan, Simasek and Solomon

Department: Legislative

Attachments: [Recommendation to Address Noise and other Impacts from GPLB](#)

11. Council Dialogue (9:30 p.m. - 9:40 p.m.)**12. Motion to Adjourn**



City of Hyattsville

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Agenda Item Report

File #: HCC-200-FY22

12/20/2021

4.a)

Submitted by: Sean Corcoran
Submitting Department: City Clerk
Agenda Section: Approval of the Minutes

Item Title:
Approval of the Minutes

Suggested Action:
I move that the Mayor and Council approve the minutes of the City Council meeting of October 4, 2021.

Summary Background:
Action summaries for Council Meetings are posted to the City website within 48 hours of the meeting. Please see attached minutes.

Next Steps:
Upon approval, approved minutes will be posted on the City's website.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend approval.

Community Engagement:
N/A

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD MONDAY, OCTOBER 4, 2021, 7:00 PM

Kevin Ward, Mayor
Robert Croslin, Council President, W2
Danny Schaible, Council Vice President, W2
Sam Denes, W1
Joanne Waszczak, W1
Ben Simasek, W3
Jimmy McClellan, W3
Edouard Haba, W4 (*Arrived at 6:11 p.m. Departed at 7:00 p.m.*)
Joseph A. Solomon, W5 (*Arrived at 6:11 p.m.*)
Rommel Sandino, W5

Absent: Daniel Peabody, W4

Also present were the following City staff members:
Tracey Douglas, City Administrator
Jim Chandler, Assistant City Administrator
Ron Brooks, City Treasurer
Jarod Towers, Chief Hyattsville City Police Department
Lesley Riddle, Director of the Department of Public Works
Sandra Shephard, Director of Community Services
Sean Corcoran, Deputy City Clerk
Reggie Bagley, Emergency Services Coordinator
Jonathan Alexander, Cable Services Manager
Scott Dunklee, Deputy Chief Hyattsville City Police Department
Adrienne Augustus, Public Information Officer/Mental Health Programs Manager

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The meeting will be broadcast live on cable television channel 71 (Comcast), channel 12 (Verizon), and available via live stream at www.hyattsville.org/meetings.

PUBLIC PARTICIPATION:

Public comment may be made using the e-comment feature at www.hyattsville.org/meetings or by emailing cityclerk@hyattsville.org. All electronic comments must be submitted by 5 PM on October 21, 2021. Comments received will be read by City staff during the public comment portion of the meeting.

Members of the public who wish to attend the virtual Council meeting must register in advance using the link below.

https://us06web.zoom.us/webinar/register/WN_oRGEMpIfTbylm6CPIt7SOw



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD
MONDAY, OCTOBER 4, 2021, 7:00 PM

1. Call to Order and Council Roll Call

Mayor Kevin Ward called the meeting to order at 7:07 p.m.

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

AMENDMENT

MOVE Item 10.a) Mental Wellness Check-in Initiative (HCC-88-FY22) to Action

RESULT:	APPROVED, AS AMENDED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Schaible
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

4. Approval of the Minutes

4.a) Approval of the Minutes

[HCC-103-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Minutes July 19 2021 CM FINAL](#)

I move that the Mayor and Council approve the minutes of the Council meeting of July 19, 2021.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Schaible
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

5. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker

Adriane Powell addressed the Mayor and Council in support of the Animal Welfare and Community Safety Act citing several dog attacks in the area and opining that City streets are not completely safe from aggressive pets.

Vaughn Powell addressed the Mayor and Council in support of the Animal Welfare and Community Safety Act stating that he had witnessed several loose dogs in the community recalling instances of personal attacks from unsupervised pets.

Ward 1 resident Irene Marsh addressed the Mayor and Council in support of the Animal Welfare and Community Safety Act that animal safety regulations should follow the guidelines of the County and provide a responsive unit to address concerns with dangerous animals.



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Ward 4 resident Camille Edwards Bennehoff addressed the Mayor and Council in support of the Animal Welfare and Community Safety Act relaying that she had several instances in which she felt endangered due to loose pets and her pet had suffered injury from a loose dog. She advocated for further safety measures in the City.

Maureen Ritz addressed the Mayor and Council in support of the Animal Welfare and Community Safety Act recognizing officers who responded to a call for animal control the previous weekend commending them for their work and highlighting the need for the proposed legislation.

Sharell Butler addressed the Mayor and Council requesting that stanchions for nearby construction projects not be placed in front of resident homes as she stated that securing parking was already very challenging.

Sarah Weber addressed the Mayor and Council in support of the City taking ownership of a portion of Hamilton Street; MD 208 referencing many issues with road accessibility and safety in the subject area and urged Council to prioritize funds for the improvement of Hamilton Street.

Victoria Medick addressed the Mayor and Council in support of transferring the section of MD 208 to the City of Hyattsville.

Owner of the web address valboy@comcast.net addressed the Mayor and Council in support of the City's request to take ownership of Hamilton Street stating that safety and aesthetic needs could be addressed.

Bruce Boyd addressed the Mayor and Council in support of the City's ownership of Hamilton Street explaining that the roadway is integral to the lives of all the residents who use the highway every day.

Carmen Garcia addressed the Mayor and Council in support of the City's ownership of Hamilton Street.

Alexi Boado addressed the Mayor and Council expressing appreciation for holding Hyattsville Fine Wine and Spirits accountable for their lack of compliance with regulations imposed by the City Council.

Cliff Mayo addressed the Mayor and Council expressing displeasure with the City for not seeking any injunctive relief against Werrlein Properties for actions proven to be detrimental to nearby residents. Mr. Mayo stated that he opposed the Preliminary Plan for Subdivision (PPS) for the WSSC property citing multiple violations. He expressed support for the City's ownership of MD 208.

Ward 4 resident Krissi Humbard and Ward 2 residents Bronwyn King and Nate Groenendyk addressed the Mayor and Council on behalf of the SoHy Co-op requesting support for a fundraiser for Afghan refugee families relocating and settling in the City of Hyattsville.



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Greg Smith addressed the Mayor and Council in agreement with the comments of Mr. Cliff Mayo expressing displeasure with the conduct of Werrlein contractors and the WSSC development project citing substantial alleged City, County, and State violations.

Melissa Sweisguth addressed the Mayor and Council in support of the Animal Welfare and Community Safety motions but suggested edits to refine and specify the motion for clarity.

Stuart Eisenberg addressed the Mayor and Council in support of the City's ownership of MD 208 and in opposition of the Animal Welfare and Community Safety Act opining that it was not a feasible measure and many aspects needed further detail and protocol.

Francis Dezelski addressed the Mayor and Council with a brief summary of the challenges faced in making upgrades and renovations to his home requesting support from Council.

Ward 2 resident David Marshall addressed the Mayor and Council in opposition to the Animal Welfare and Community Safety Act and imposing the requirement of food service at Hyattsville Fine Wine and Spirits.

Mark Graham addressed the Mayor and Council in support of a letter regarding stormwater management to include eight (8) points provided by **Ward 3 Councilmember Ben Simasek**.

6. **City Administrator Update (7:20 p.m. - 7:30 p.m.)**

City Administrator Tracey Douglas addressed the Mayor and Council with an update on City events and programming welcoming new **Ward 1 Councilmember Joanne Waszczak**, new Chief of Police Jarod Towers and new Project Manager for the Department of Public Works (DPW) Helder de Almeida.

Administrator Douglas provided an update regarding the ongoing COVID-19 health pandemic communicating that vaccinations were still readily available at the First United Methodist Church and detailed related opportunities for vaccinations, advertisements and outreach, guidance pertaining to booster vaccinations, collaboration with neighboring jurisdictions, and reported that the City's employee vaccination rate had reached 84%. She noted that many employers were implementing mandatory testing and/or vaccinations.

Ms. Douglas reported on the City's Business Retention and Expansion (BRE) strategy describing a partnership with &Access, a local firm dedicated to creating equitable retail and real estate solutions for small businesses and underserved communities to develop the strategy. She stated that a survey regarding the BRE was sent to all licensed businesses in the City and the firm would be presenting during the Fall Business Roundtable event with a presentation to Council scheduled for later in the year.

Ms. Douglas highlighted Community Services and recognized Hispanic Heritage Month in which the City would showcase members of the community and a webinar would take place for a screening of the documentary "La Manpleza" which focused on the 1991 Mount Pleasant uprising. She and cited the Halloween celebration "Trick or Treat-o-Rama" to be held on October 30th and



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MONDAY, OCTOBER 4, 2021, 7:00 PM

acknowledged several outreach efforts by the Hyattsville City Police Department (HCPD) including an upcoming Trunk or Treat event, coat drive, and Coffee with a Cop. The HCPD's participation and recognition of virtual training by simulator was referenced as an innovative initiative in the area.

City Administrator Douglas brought attention to other October observances including recognizing the month as Domestic Violence Awareness month and National Breast Cancer Awareness month providing detail, summary, and a brief history for each.

Council Vice President Danny Schaible brought attention to the reinstatement of evictions by the Sheriff's Department in which 200 pending evictions would be processed each week and asked what could be done to assist or protect potential displacements in the City to which City Administrator Tracey Douglas responded that City staff had conducted outreach regarding the reinstatement and provided resource information and materials to building owners, landlords, residents, and other pertinent entities and suggested asking the HCPD Chief to discuss the matter with the Sheriff. It was agreed that further discussion would take place to identify the addresses that housed residents set for eviction and explore ways to intervene where feasible.

Ward 5 Councilmember Joseph Solomon relayed that a list of pending eviction addresses had been supplied by **Ward 5 Councilmember Rommel Sandino** and thanked DPW Director Lesley Riddle for removing the stanchions that were obstructing drivers from a local construction development requesting that as much information as possible be disseminated to the affected residents.

Ward 3 Councilmember Jimmy McClellan requested further information regarding a possible vaccination mandate for City employees to which Ms. Douglas reiterated that City staff were at 84% vaccination and that the imposition of an official policy was being discussed and would likely be implemented to require that all employees be vaccinated or receive weekly testing with negative results.

Councilmember Sandino sought clarity regarding the newly created Equity Officer position to which Ms. Douglas explained that \$50K was allocated in the budget in preparation for the hiring of the position with the intention of the employment and cost being shared by neighboring municipalities. She stated that an Equity Plan would first have to be established and the position was intended to be shared because staff did not believe that the responsibilities of the Equity Officer would warrant a full-time, 40 hour a week, implementation.

Assistant City Administrator Jim Chandler addressed the Mayor and Council recalling an update from the previous week about the Washington Suburban Sanitary Commission (WSSC) property and provided details as to progress with appeals and opposition by the City to the development site. He stated that City staff were doing everything in their power to address the alleged violations of the property noting that communication from the Maryland Department of Environment (MDE) to determine next steps. Mr. Chandler provided details to clarify the challenges regarding an appeal in relation to permitting and the regulations for variances from established protocols.



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Councilmember Solomon requested further detail regarding a potential injunction to which Mr. Chandler answered that discussions regarding an injunction had taken place between City staff and the City Attorney but all associated information was not appropriate for public consumption.

Councilmember Waszczak requested information regarding the legality of the proposed density of the WSSC property to which Assistant City Administrator Chandler responded that, as far as City staff had assessed, the densities of both parcels of the site were compliant with the Conceptual Site Plan (CSP) which was approved by the District Council. He supplemented that the City did not necessarily concur with the District Council's approval, the approved CSP was the controlling document barring an amendment or judgement by the Maryland Court of Special Appeals.

7. Presentations (7:30 p.m. - 7:45 p.m.)

7.a) Suffrage Pointe Development - Preliminary Plan of Subdivision 4-19053

[HCC-104-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Attachment Memo - PPS 4-19053 - Suffrage V3](#)

Presentation only.

Assistant City Administrator Jim Chandler introduced Karl Granzow representative for the developer who would lead the presentation on the Suffrage Point Development. Mr. Granzow addressed the Mayor and Council describing the location and aspects of the development including traffic patterns through the central alley, noting that the project had been approved for 41 lots on the lower parcel.

Council President Robert Croslin requested detail regarding the ability to turn a vehicle around at the end of the alley to which Mr. Granzow responded that each unit had adjacent parking spaces allowing adequate room for vehicular navigation.

Council Vice President Schaible questioned how the density of the lower parcel was calculated and explained that he could not be supportive of the project if it did not comply with all zoning regulations.

Councilmember Simasek requested further detail regarding parcel B1 as presented by the representative to which Mr. Granzow stated that the area in question would remain a floodplain with a slight grade to hold excess water as needed noting the requirement to plant trees and bushes and avowing that the firm was willing to work with the City to accommodate any preferences regarding landscaping.

Councilmember Simasek requested further detail regarding allegations from residents that the proper permits for the development had not been secured before conducting work on the site to which Mr. Granzow responded that the Maryland Department of Environment (MDE) gave



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authority to begin operations and only stormwater mitigation was performed. He stated that they were in the process of receiving the final approval from MDE.

8. Proclamations (7:45 p.m. - 7:50 p.m.)

8.a) Proclamation Celebrating October 2021 as National Disability Employment Awareness Month

[HCC-81-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[CM 1004 National Disability Employment Awareness Month 2021](#)

I move that the Mayor and Council adopt a proclamation recognizing October 2021 as National Disability Employment Awareness Month in the City of Hyattsville.

8.b) Proclamation Recognizing Domestic Violence Awareness Month

[HCC-82-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[CM 1004 Domestic Violence Awareness Month 2021](#)

I move that the Mayor and Council adopt a proclamation recognizing October 2021 as Domestic Violence Awareness Month in the City of Hyattsville.

8.c) Proclamation Recognizing Economic Development Week in the City of Hyattsville

[HCC-83-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[CM 1004 Economic Development Week 2021](#)

I move that the Mayor and Council adopt a proclamation recognizing the week of October 25 - 29, 2021, as Economic Development Week in the City of Hyattsville.

8.d) Proclamation Honoring DeMatha High School's 75th Anniversary

[HCC-85-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[CM 1004 75th Anniversary of Dematha High School](#)

I move that the Mayor and Council adopt a proclamation honoring DeMatha High School for 75 years of excellence in higher education.

8.e) Proclamation Recognizing Breast Cancer Awareness Month

[HCC-111-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A



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[CM1004 Breast Cancer Awareness Month 2021](#)

I move that the Mayor and Council adopt a proclamation recognizing October 2021 as Breast Cancer Awareness Month in the City of Hyattsville.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Solomon
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

9. Appointments (7:50 p.m. - 7:55 p.m.)

9.a) Appointments to the Code Compliance Advisory Committee

[HCC-89-FY22](#)

Sponsor: McClellan

Co-Sponsor(s): Sandino

[Bohls, Edward redacted](#)

[Bean, Jamie redacted](#)

[Haw, Mike redacted](#)

[Eddings, Cordell redacted](#)

I move that the Mayor and Council approve the appointments of Edward Bohls, Jamie Bean, Mike Haw, and Cordell Eddings to the Code Compliance Advisory Committee for a term of two (2) years to expire on October 31, 2023.

9.b) Appointments to the Education Advisory Committee

[HCC-90-FY22](#)

Sponsor: Peabody

Co-Sponsor(s): McClellan

[Delao, Maira redacted](#)

[Misukanis, Nicholas redacted](#)

I move that the Mayor and Council approve the appointments of Maira Delao and Nicholas Misukanis to the Education Advisory Committee for a term of two (2) years to expire on October 31, 2023.

9.c) Appointment to the Health, Wellness, and Recreation Advisory Committee

[HCC-91-FY22](#)

Sponsor: Denes

Co-Sponsor(s): N/A

[Scheller, Alissa redacted](#)

I move that the Mayor and Council approve the appointment of Alissa Scheller to the Health, Wellness, and Recreation Advisory Committee for a term of two (2) years to expire on October 31, 2023.



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9.d) Appointments to the Hyattsville Environment Committee

[HCC-92-FY22](#)

Sponsor: Simasek

Co-Sponsor(s): Haba

[Ball, James redacted](#)

[Waterman, Thaddeus redacted](#)

I move that the Mayor and Council approve the appointments of James Ball and Thaddeus Waterman to the Hyattsville Environment Committee for a term of two (2) years to expire on October 31, 2023.

9.e) Appointments to the Race and Equity Task Force

[HCC-94-FY22](#)

Sponsor: Croslin

Co-Sponsor(s): Sandino

[Gafford, Jennifer redacted](#)

[Vallejos-Avila, Daniel redacted](#)

[Swift, Allison redacted](#)

I move that the Mayor and Council approve the appointment of Jennifer Gafford, Daniel Vallejos-Avila, and Allison Swift to the Race and Equity Task Force for a term of two (2) years to expire on October 31, 2023.

9.f) Appointment to the Shade Tree Board

[HCC-95-FY22](#)

Sponsor: Schaible

Co-Sponsor(s): Simasek

[Dorner, Zachary redacted](#)

I move that the Mayor and Council approve the appointment of Zachary Dorner to the Shade Tree Board for a term of three (3) years to expire on October 31, 2024.

9.g) Appointments to the Planning Committee

[HCC-96-FY22](#)

Sponsor: Simasek

Co-Sponsor(s): Haba, Denes

[Marshall, David redacted](#)

[Dengel, Todd redacted](#)

[Foster, Maureen redacted](#)

I move that the Mayor and Council approve the appointments of David Marshall, Todd Dengel, and Maureen Foster to the Planning Committee for a term of two (2) years to end on October 31, 2023.



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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Solomon
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

10. Consent Items (7:55 p.m. - 8:00 p.m.)

10.b) Acceptance of the PEPCO Sustainable Communities Grant

[HCC-93-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[210906 - grant - pepco sustainable communities award](#)

I move that the Mayor and Council accept the PEPCO Sustainable Communities Grant awarded by the Rock Creek Conservancy in an amount of \$9,975 for the City-wide Tree Planting Project. The City Treasurer is authorized to make the necessary adjustments to the budget required to accept and expend the proceeds of this grant.

10.c) Installation of Security Gate Controls at the Public Works Facility

[HCC-97-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[SkylinesPublicSectorProposal \(2\)](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$20,000 to Skyline Technology Solutions for the installation of security gate access controls at the Public Works facility under their existing contract.

10.d) IT Infrastructure - 4310 Gallatin Street Cabling, WiFi and IT Infrastructure

[HCC-102-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - IT - 4310 Gallatin Recabling](#)

I move the City Council authorize the City Administrator to execute a work order with Dataprise Inc. to re-cable the existing City Administration Building and increase the WiFi connectivity within the facility at a cost not to exceed \$150,000.

10.e) Assignment of Council Liaison to Committees

[HCC-106-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD

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I move that the Mayor and Council appoint Ward 1 Councilmember Joanne Waszczak to serve as the Council liaison to the Health, Wellness, and Recreation Advisory Committee and the Educational Facilities Task Force.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Solomon
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

11. Action Items (8:00 p.m. - 9:15 p.m.)

10.a) Mental Wellness Check-in Initiative

[HCC-88-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[HCPD Mental Wellness Check-In Program - Original proposal](#)

[Councilman Peabody PP Presentation-MW Check-in Proposal](#)

[HCPD RFP- Mental Wellness Check-in Program](#)

I move that the Mayor and Council authorize the City Administrator to execute a contract for services with Interdynamics, Inc. located in Prince George's County, Maryland to conduct quarterly Mental Wellness Check-ins for all City of Hyattsville Police Department dispatchers and sworn officers for no more than \$45,900.00.

Ward 4 Councilmember Edouard Haba asked for further detail regarding the motion to which Mental Health Programs Manager Adrienne Augustus stated that once the agreement was approved and executed further information would be made public. Ms. Augustus recalled that a Request for Proposal (RFP) resulted in two (2) proposals and ultimately chose the more robust option which included three (3) available licensed practitioners with experience working with first responders and was also a racially diverse group. She added that the selected group worked in Prince George's County and their accepted forms of insurance were consistent with insurance provided to employees of the City.

Ms. Augustus noted that the chosen agency's cost was higher than its competitor but also included several unexpected benefits as well as an eagerness to work with the City and provide these types of services to City employees, first responders, and dispatchers. City Administrator Tracey Douglas apologized that detailed information was not supplied to the Council earlier and expressed that she was surprised that the City did not receive more offers, but concurred that it was understandable due to the volume of work being managed by these types of groups as a result of the COVID-19 health crisis.



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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Solomon
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

11.a) Suffrage Pointe Development - Preliminary Plan of Subdivision 4-19053

HCC-100-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - PPS 4-19053 - Suffrage - Staff Memo Council Materials 10.04.21 Suffrage PPS](#)

I move the City Council authorize the Mayor to provide correspondence to the Maryland-National Capital Park and Planning Commission regarding Preliminary Plan of Subdivision 4-19053.

The correspondence shall express that if the Planning Board chooses to proceed with consideration of this subdivision application, the City **opposes the Preliminary Plan of Subdivision and** requests the Planning Board consider the following revisions to the application as conditions for approval:

1. The City is recommending the Preliminary Plan of Subdivision (PPS) application be revised, or resolution be conditioned as Urban Street Design Standard Alley, STD 100.31. The internal alleyway shall be designed and constructed to a public standard and dedicated to the City as a public right-of-way. The site plans and any future dedication of plat shall incorporate language stating that the alleyway shall be publicly dedicated to the City of Hyattsville.
2. Per Urban Street Standards, turning radius from any roadway connecting to City roadway shall have a Minimum Turning Radius of 15'.
3. The internal alleyway shall include an adequate turnaround space for emergency vehicles. This can be achieved through the elimination of lots 23 and 24.
4. Overhead lighting shall be designed and constructed to Pepco standards for acceptance into the public utility system. The lighting shall be placed at the entrance/exit of the site at Gallatin Street, entrance/exit of the site on Alley 3, and at the terminus of the alley.
5. The applicant shall dedicate Parcel B2 for a Public Use Easement (PUE) in which the applicant shall maintain ownership of Parcel B2, but access of the parcel shall be granted to the general public. Parcel B2 shall primarily serve to provide compensatory storage for the subject parcel, but shall be used by the public, and permitted at the City's discretion, under a separate Memorandum of Understanding.
6. The language will provide an explanation of the City's public safety concerns regarding the associated alley.
7. The language will remind the Maryland National Capital Park and Planning Commission of the ongoing Conceptual Site Plan dispute.

City Planner Kate Powers addressed the Mayor and Council with details regarding the Preliminary Plan of Subdivision (PPS) explaining that the applicant planned for 31 lots on the upper parcel and 41 on the lower which was consistent with the Conceptual Site Plan (CSP) but did not abide by R55 standards. If the City sought to overturn the decision, it would have to be made through a judicial



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process to amend the CSP. She noted that Council did voice opposition to the CSP and stated that the portion of the process to be addressed was the PPS.

Ms. Powers provided details regarding the location of the site and the intended units and their layout. She identified the areas which would contain micro bioretention and compensatory stormwater storage and described the purpose and function of the adjacent alleyway. Ms. Powers continued that the lower parcel was initially intended to be dedicated to the City but had been deemed unusable by the City's Department of Public Works (DPW) compelling a staff recommendation that the parcel be dedicated as a public use easement.

Ms. Powers relayed that staff recommended that the internal roadway be built to a public standard and DPW was investigating the possibility of creating turnaround and further mobility capabilities and overhead lighting for safety adding that should the Body want have input as to what would be included in the site in the future, they would need to include correspondence from the Council that would be approved that evening.

Ward 1 Councilmember Sam Denes requested further detail about the ability of service vehicles and trucks to turn around 180 degrees in the alley and roadways to which Ms. Powers replied that smaller service trucks would be able to maneuver the area but to provide services under these conditions was challenging and certain requirements would be imperative.

Councilmember Simasek highlighted issues opined as fundamental problems including not procuring required permits and densities that did not comply with regulations proposing that the language of the motion be augmented to clearly state opposition from the City and the rationale to support the position.

Councilmember Waszczak proposed adding attachments to the correspondence that would be sent to the Maryland National Capital Park and Planning Commission (MNCPPC) that could clearly identify the City's concerns to which Mr. Powers replied that although it was not common it could be included.

Assistant City Administrator Jim Chandler supplemented that the applicant was proposing to conform to public standard and while he understood that the roads were built under a private standard but before such a throughway is approved by the MNCPPC it would also be assessed first by agencies such as the Fire Department to identify any dangers or problematic characteristics.

Councilmember Solomon offered amendments to the motion language to adjust items 1, 6, and 7 to express the City's opposition of the PPS. The proposed amendment was approved unanimously.

RESULT:	APPROVED, AS AMENDED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Haba
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody



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11.b) Board of Zoning Appeals: V-85-21 - 4910 41st Place, Hyattsville [HCC-109-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - V-85-21](#)

[V-85-21 Binder](#)

[City of Hyattsville Zoning Variance Policy Statement and Variance Process 10 3 11
FDezelski 20200602 0005.pdf](#)

[Land Plot Drawing](#)

[City of Hyattsville Zoning Variance Policy Statement and Variance P rocess 10 3 11](#)

I move the City Council authorize the Mayor to send correspondence to the Prince George's County Board of Zoning appeals, upon receipt of an updated survey, regarding V-85-21, the subject property located at 4910 41st Place Hyattsville. The correspondence to the BZA shall state:

- The City supports the applicant's variance request of 7 feet front building line width as this is an existing condition that cannot feasibly be altered;
- The City ~~requests denial of~~ supports the applicant's variance provided that it is of 4.4 5.1 feet side yard width. ~~The building overhang is not an existing condition, but rather new construction. The applicant can reasonably alter their design to increase the side yard width. The City recommends the applicant construct a second story addition flush to the existing garage, 5.1' from the property line.~~

Councilmember Denes explained that he had spoken with the applicant and wanted to point out that the memo distributed to staff was based on a flat survey that had recently been resurveyed and would include items not included in the memo received by the Body. City Planner Kate Powers stated that requests from the Board of Zoning Appeals (BZA) are usually quite delayed and recommended that the applicant submit the new land survey to show that the garage on the property in question was compliant with the zoning code requirement. She added that it was common when dealing with new construction that a property owner would be granted a variance when they could not reasonably or feasibly meet the requirements of the Code stating that, in this case, staff members feel that the applicant can meet the code requirements for the roof overhang but would need a variance for the side yard in order to access the garage.

Council President Croslin sought clarity regarding the status of the survey to which Ms. Powers reiterated that the new survey was received that week by Council but the same document had not yet been received by the BZA. Mr. Chandler supplemented that the applicant could request an addition to the initial survey as long as it was within the existing boundary of the footprint of the garage.

Applicant for the variance, Francis Dezelski, addressed the Mayor and Council explaining that the architect of the structure needed the overhang due to space constraints in the second floor bedroom and stated that removing the overhang and concurred with the proposals made by staff.

Discussion was held to determine if the application should have been resubmitted and to ensure that it was consistent with the motion after an amendment was offered by **Councilmember Solomon**, seconded by **Councilmember Denes**, and approved unanimously.



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MOVER:	Croslin
SECONDER:	Schaible
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

11.c) Board of Zoning Appeals: V-26-21 - 4016 Hamilton Street, Hyattsville

HCC-110-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - V-26-21](#)

[V-26-21 Application](#)

[City of Hyattsville Zoning Variance Policy Statement and Variance Process 10 3 11](#)

I move the City Council authorize the Mayor to send correspondence to the Prince George's County Board of License Commissioners regarding V-26-21 for the subject property at 4016 Hamilton Street, Hyattsville. The correspondence shall communicate to the BZA:

- The City supports the applicant's 15 square feet front building line width, 5.3 feet front yard depth, 4 feet left side yard width as these are existing conditions that cannot feasibly be altered.
- The City requests the Board's denial the applicant's variance requests of 2 feet side lot line setback and 1.7 feet rear lot line setback in this circumstance. The City will support of validating the existing one-story shed, however, the rebuild will include extensive reworking of the existing structure. The applicant can reasonably alter their design to meet the required setback standards. The City recommends the applicant construct the two-story shed with setbacks of 2 feet from any side or rear lot line, or keep the existing shed as-is and seek validation of existing conditions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Simasek
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

11.d) Correspondence to Prince George's County Board of License Commissioners: Hyattsville Fine Wine & Spirits

HCC-108-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Attachment 5350 Queens Chapel Rd](#)

I move the City Council to authorize the Mayor to send correspondence to the Prince George's County Board of License Commissioners (BLC) regarding violations of the license held by Hyattsville Fine Wine & Spirits, Hyattsville



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The correspondence shall state that the City requests the Board suspend the liquor license of Hyattsville Fine Wine & Spirits, as the Board has determined that the license holder was knowingly operating outside of the restrictions of its license which requires the establishment to operate as a restaurant with food service.

The City's requests that the applicant's license be suspended, until such time that the applicant has (1) been permitted and has constructed a commercial kitchen (2) the commercial kitchen is inspected and approved by Prince George's County for legal operation and (3) the applicant shall demonstrate to the Board that the commercial kitchen is operating and serving food to the general public.

Councilmember Solomon provided a background regarding the item stating that the measure had come before the Council before and was met with opposition. He continued that the tenants had not met the requirements for properties in the area and recommended a suspension of their license.

Assistant City Administrator Jim Chandler added that the applicant had until October 17 to respond and submit compliant plans conforming to the liquor license requirements and the submission would be heard the following day. He stated that staff would be present to convey the opinion of the Council.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Haba
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

11.e) Animal Welfare and Community Safety Act

[HCC-99-FY22](#)

Sponsor: Schaible

Co-Sponsor(s): N/A

[Attachment FINAL Animal Welfare and Community Safety Act, FINAL](#)

[Attachment FINAL Animal Welfare and Community Safety Act, Supplemental Information](#)

I move that the Mayor and Council direct the City Attorney to draft an ordinance amending Chapter 52 of the Hyattsville Charter and Code to include the following items:

- 1) Update animal welfare provisions to include prohibitions on long-term tethering and exposure to severe weather.
- 2) Categorize animal control violations as a Public Nuisance violation (less severe) or a Public Threat violation (more severe).
- 3) Clarify enforcement procedures by:
 - a) Requiring the City to designate persons responsible for implementing Chapter 52 municipal infractions.
 - b) Specifying when municipal infractions require a citation and/or coordination with the Prince George's County Animal Services Division.



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- c) Requiring the City to review and adapt Police General Orders to the requirements of Chapter 52.
- d) Requiring the City to develop a Standardized Response Protocol for violations.
- 4) Enhance public awareness and preparedness on animal control issues by:
 - a) Providing educational outreach and promoting community awareness of incidents that may present a threat to public safety.
 - b) Requiring the City to collect and maintain data on animal control complaints and on actions taken in response to complaints and violations.
 - c) Requiring the City to prepare an annual report on Chapter 52 complaints and actions taken.

These amendments are further outlined in the attached “Animal Welfare and Community Safety Act Supplemental Information.

Councilmember Schaible addressed his colleagues with information regarding the motion stating that accountability was the main focus of the item, and it would assign an individual to responsive to animal control issues. He detailed the changes that had been made to the language since its first adaptation including recommendations from other Council members. The Councilmember explained some aspects in detail such as what types of animals would fall under the purview of the measure and explained minor changes to the verbiage that would clarify ambiguousness and set clearer guidelines.

Councilmember Denes sought clarity regarding a 24-hour response time for incidents and inquired as to whether the part-time staff member assigned to the position would be responsible for addressing an issue in that time frame to which **Councilmember Schaible** acknowledged that there was difficulty in assessing the outstanding issues and stated that there was an option for the animal control liaison to respond in 72 hours, but a more valuable regulation would be to provide an alert to residents within 24 hours and may warrant assistance from other City departments.

Councilmember Denes expressed that he did not see the rationale behind hiring a part-time liaison when the onus would fall on City staff for 75% of the time to which **Councilmember Schaible** concurred that time allocation and further protocols would need to be established. City Administrator Tracey Douglas supplemented that she and staff had been trying to identify a department that could absorb the responsibility before moving forward with hiring a part-time staff member.

Council President Croslin requested a reading of the latest language of the motion stating that he had not been privy to the amended language to which **Councilmember Schaible** explained that the changes were minimal and that a vast majority of the language remained unchanged.

Councilmember Simasek expressed reservations about the part-time nature of the position and requested further detail regarding its expectations and the public release of residents phone numbers, email addresses, and home addresses. He recommended that, if the measure were to move forward, that the City engage in a contract of one (1) year and reassess the need and operation of the animal control oversight.



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Councilmember Waszczak suggested alerts to City staff as opposed to residents to reduce the likelihood of unrest and panic among the community. She stated that she wanted to see the legislation passed by the Body with consideration taken to address potential disproportionate impact among different ethnicities and socioeconomic status and stressed the importance of educational outreach.

Councilmember Haba stated that it was more important to concentrate on the collection of data regarding animal-related incidents before entertaining the employment of a part-time animal control liaison and suggested procuring County and State records adding that it was a responsibility that could be absorbed by current City staff.

Councilmember Solomon noted that an ordinance could not create staff positions and expressed support for continuing to explore the opportunities to provide the service. He stated that he would support a year of analytics and assessment before handing off the responsibility to a staff member noting that while the idea was simple, determining the details, protocols, feasibility, and process was very challenging.

Councilmember Schaible recounted the history of the motion, the research conducted, and the outreach for data and recommendations and expressed disappointment that some of the issues being realized at the meeting were not brought about earlier in the process. He relayed that he had not heard any positive comments regarding the current portion of the Code that related to animal control noting that much effort and time would be wasted if they were not to expound on the opportunity to develop the motion.

Councilmember Haba expressed content for the changes to the language stating that he would be in support of the City Attorney drafting an ordinance or making changes to Chapter 52 of the City Code.

RESULT:	APPROVED, 9-2 [UNANIMOUS]
MOVER:	Croslin
SECONDER:	N/A
AYES:	Ward, Schaible, Denes, Simasek, McClellan, Solomon, Sandino
NAYS:	Croslin, Haba
ABSENT:	Peabody

12. Discussion Items (9:15 p.m. - 9:40 p.m.)

12.a) Letter to Prince George's County Executive and County Council Regarding Stormwater Management

[HCC-84-FY22](#)

Sponsor: Simasek

Co-Sponsor(s): Schaible, McClellan

[Construction Stormwater Mngmt Memo FINAL Master](#)



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I move the Council authorize the Mayor to send a letter to the Prince George's County Executive and County Council regarding stormwater management. The letter should request the eight (8) points detailed in the summary background of this motion.

Councilmember Denes suggested reimbursing residents and asked if there was an accurate estimate of the damages incurred to which Administrator Douglas replied that the challenge was trying to determine what was caused by stormwater and sediment and what could be covered by an individual's homeowners insurance. Department of Public Works Director Lesley Riddle supplemented that she believed there to be adequate ability among current staff to address specific stormwater mitigation and it would be advantageous to develop funding to help those who have suffered damage or loss due to excessive stormwater.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Simasek
SECONDER:	Croslin
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

12.b) Transitioning Ownership of a Segment of MD 208

[HCC-107-FY22](#)

Sponsor: Solomon

Co-Sponsor(s): Sandino, Haba

[Attachment Memo - Hamilton Street Ownership 38th Avenue to Queensbury Road](#)

I move that the Mayor and Council authorize the City Administrator to begin negotiations with the Maryland State Highway Administration for the purpose of transitioning ownership of the segment of MD 208 (Hamilton Street) within the corporate limits of the City of Hyattsville (from 38th Avenue to Queens Chapel) to the City of Hyattsville. Any such negotiations are non-binding, subject to the review and approval of the City Attorney for legal sufficiency and shall require final approval from the Hyattsville City Council.

Councilmember Denes had questions regarding sidewalks and roadways that enter private properties to which **Councilmember Solomon** responded that in some cases eminent domain could be instituted and described the pertinent roadways including Hamilton Street, East West Highway, and Route 38 explaining which portions would need further construction, repair, and upgrades. He elaborated, in great detail, the maneuvers required for navigating the areas and further explained specific needs for each intersection.

Councilmember Sandino acknowledged **Councilmember Solomon** for his efforts on the motion stating that traffic and pedestrian issues had been of great concern in the area for several years and the legislation would allow for needed improvements for safety and mobility.

Councilmember Waszczak concurred with the comments of her colleagues and asked if there was any concern regarding the traffic lights at the 38th Avenue intersection to which Ms. Riddle responded that the City would not manage the lights or signalization but would be able to address a substantial number of other issues.



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Councilmember Schaible expressed support for the measure and was appreciative that it was made a priority. He cited the traffic signal at the intersection of 38th Avenue as a continued problem and the legislation would begin the improvement of the entire roadway.

13. Council Dialogue (9:40 p.m. - 9:50 p.m.)

Councilmember Waszczak expressed appreciation for her swearing in ceremony and stated that she was excited to be a part of the process and a community leader.

Councilmember Haba welcomed **Councilmember Waszczak** and promoted working toward a safe environment.

Councilmember Simasek welcomed **Councilmember Waszczak** and the new Chief of Police, Jarod Towers.

Councilmember McClellan welcomed his new colleague and recognized LGBTQ month.

Councilmember Sandino congratulated his new colleague and reminded residents of a fundraiser for local students.

Council President Croslin brought attention to the suffering in Afghanistan and Haiti and promoted helping the victims of atrocities in any way possible.

Councilmember Denes welcomed the new Chief and Councilmember and reminded participants of fundraisers for social support. He noted that resident attendees were not respectful in their comments and recommended removing the Q&A function from the meeting interface.

Councilmember Schaible reminded participants about the Hyattsville Zombie Run and welcomed his new colleague.

Councilmember Solomon provided information regarding events and programming in the City.

Mayor Ward welcomed **Councilmember Waszczak** and endorsed attendance at the Zombie Run.

14. Community Notices and Meetings

14.a) Main City Calendar October 5 - October 18, 2021

[HCC-98-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Main City Calendar October 5 October 18, 2021 FINAL](#)

15. Motion to Adjourn

The meeting adjourned at 11:18 p.m.



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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Schaible
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Solomon, Sandino
ABSENT:	Peabody

ATTEST:
December 20, 2021

Laura Reams, City Clerk

Sean Corcoran, Deputy City Clerk



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-201-FY22

12/20/2021

6.a)

Submitted by: Sean Corcoran

Submitting Department: City Clerk

Agenda Section: Community Notices and Meetings

Item Title:

Main City Calendar: December 21, 2021 - January 3, 2022

Suggested Action:

N/A

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

City Calendar: December 21, 2021 – January 3, 2022

For further information regarding City programming, events, or meetings please visit www.hyattsville.org/meetings or call 301-985-5000.

Planning Committee Meeting

Tuesday, December 21st, 7:00 PM (Virtual)

Ageless Grace Seated Exercise Class

Wednesday, December 22nd and 29th, 10:00 AM (City Building, 1st Floor Multipurpose Room)

Christmas Eve: City Administrative Offices Closed

Friday, December 24th, All Day

Education Advisory Committee Meeting

Monday, December 27th, 6:30 PM (Virtual)

Hyattsville COVID-19 Vaccination and Booster Clinic (Ages 12+)

Tuesday, December 28th, 9:00 AM – 5:00 PM (First United Methodist Church, 6201 Belcrest Road)

Race and Equity Task Force Meeting

Tuesday, December 28th, 7:00 PM (Virtual)

Hyattsville COVID-19 Vaccination and Booster Clinic (Ages 5+)

Wednesday, December 29th, 2:00 PM – 8:00 PM (First United Methodist Church, 6201 Belcrest Road)

New Year's Eve: City Administrative Offices Closed

Friday, December 31st, All Day

Seniors on the Go: Free Movie Mondays

Monday, January 3rd, All Day (Old Greenbelt Theater, 129 Centerway, Greenbelt, MD 20770)

City Council Meeting

Monday, January 3rd, 7:00 PM (Virtual)



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-180-FY22

12/20/2021

8.a)

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Presentation

Item Title:

Presentation on the Adaptive Reuse of 3505 Hamilton Street

Suggested Action:

Presentation only.

Summary Background:

In the Spring of 2016, the Council authorized a contract with Johnson, Mirmiran, & Thompson (JMT) to provide design, engineering, inspection, and other related services for the adaptive reuse of the former bank building at 3505 Hamilton Street to become the City's new Public Safety building.

Next Steps:

Present Council Motions for the construction and inspection of the project.

Fiscal Impact:

N/A

City Administrator Comments:

Presentation only.

Community Engagement:

TBD. Community presentations will be scheduled as appropriate.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



City of Hyattsville
PUBLIC SAFETY BUILDING

DECEMBER 20, 2021
PRESENTED TO: City Council

YOUR PRESENTERS



Soli Guille,
Project
Manager



Mitch Nelson,
Architect



Speaking:
Soli Guille

ABOUT OUR COMPANY



CORPORATE OVERVIEW

Full-Service A/E Firm

1,600+ employees

100% employee-owned



CURRENT RANKINGS

#51 Top 500 Design Firms

#16 Top 50 Transportation Firms

#150 Top Global Design Firms



LOCAL OFFICE

Headquarters in Hunt Valley, MD

Located in Washington, DC

Architects, MEP Engineers, Civil Engineers, Surveys, Construction Management



Speaking:
Soli Guille

Agenda

1. Project Information
2. Project Factors
3. Aerial View and Site Plan
4. Current view of existing building and Rendering
5. Next Steps
6. Q&A



Speaking:
Mitch Nelson

Project Information

The City of Hyattsville purchased the building at 3505 Hamilton Street due to the inadequacies of the Municipal Building to house all City agencies. This project will give the Police their own facility while adding space to the Municipal Building for other City of Hyattsville departments.

The new Public Safety Building will be located approximately 1 mile to the west of the Municipal Building.

The property at 3505 Hamilton Street was previously used as a BB&T Bank. The current building is 26,520 square feet. Upon completion of the renovation and addition, the total facility will be 33,342 square feet.



Speaking:
Mitch Nelson

Project Information

The new Public Safety Building will feature an improved exterior plaza along Hamilton Street including a police memorial statue, a memorial wall, benches, flagpoles and a bike rack.

New exterior site lighting will be provided in the parking lot and the plaza. Lighting fixtures will feature LED luminaries with external glare shield to limit light pollution onto neighboring properties. The site will also feature a decorative steel fence as well as cantilever entrance and exit gates. There will be 36 on-site parking spaces.

The interior will feature a public lobby, community room, training rooms, a communications center, administrative offices, a criminal investigations suite, roll call room, evidence storage, sally port, detainee processing, and daytime holding cells.



Speaking:
Mitch Nelson

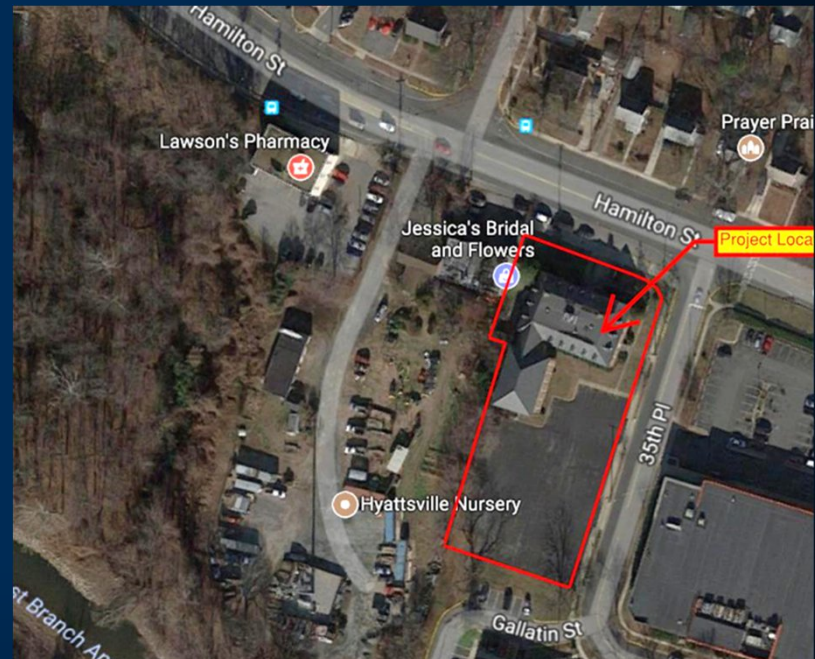
Project Factors

- Police have outgrown their current space.
- Building is city owned and police are currently using it.
- Building location is central to City.
- Building with additions will meet police growth needs for 20 years.
- Architectural character of existing building will remain.
- Architectural character of the additions will be in keeping with the existing.
- Additions will be at the rear of the site.
- Project will include community meeting space.
- Building will be operational 24 hrs. per day.
- Side yard setback exemption requested as maximizes the use of the site.
- City is investigating alternative parking solutions.



Speaking:
Mitch Nelson

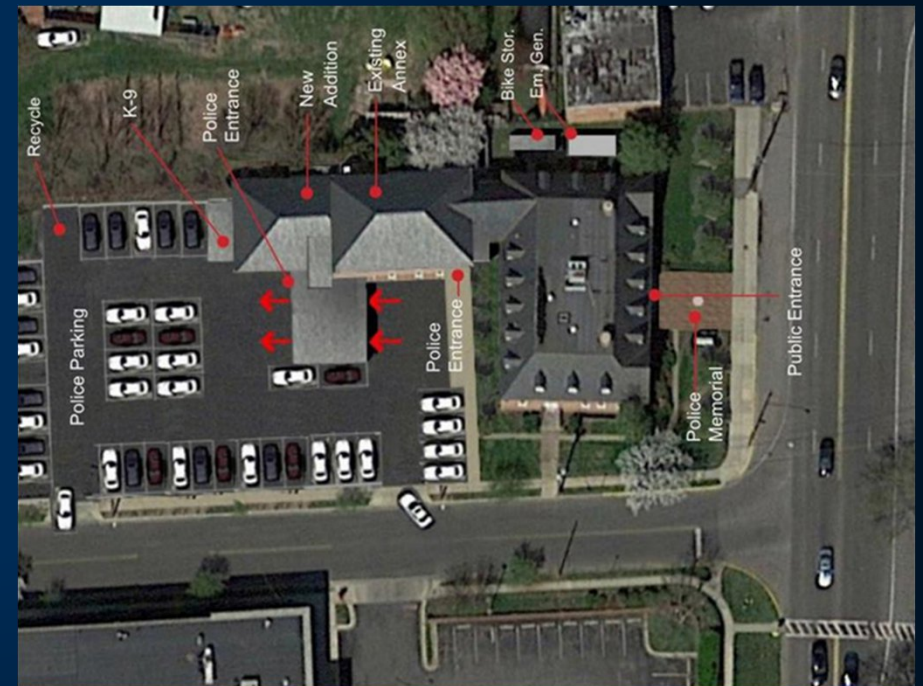
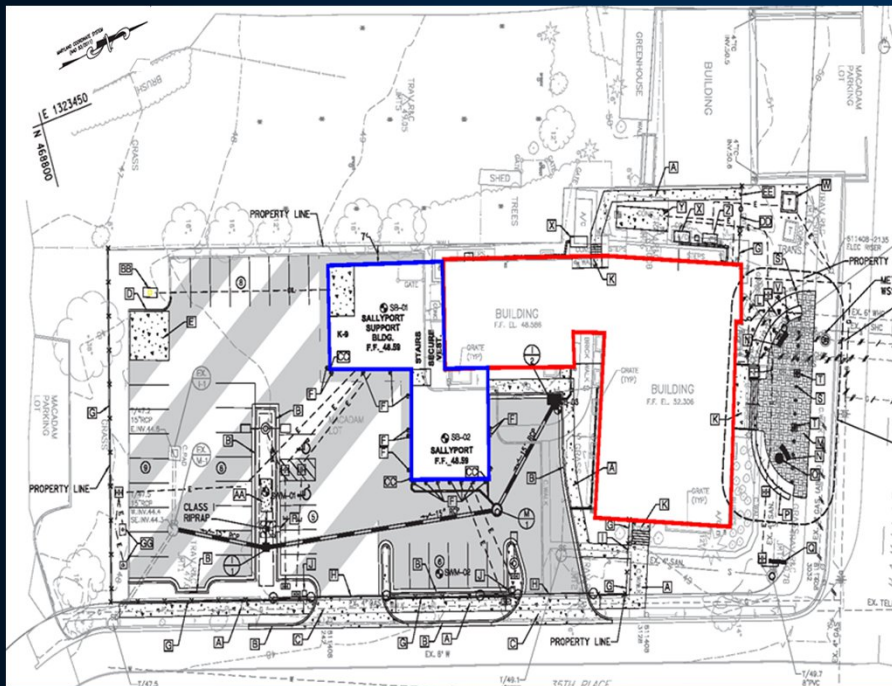
Aerial View





Speaking:
Mitch Nelson

Site Plan





Speaking:
Mitch Nelson

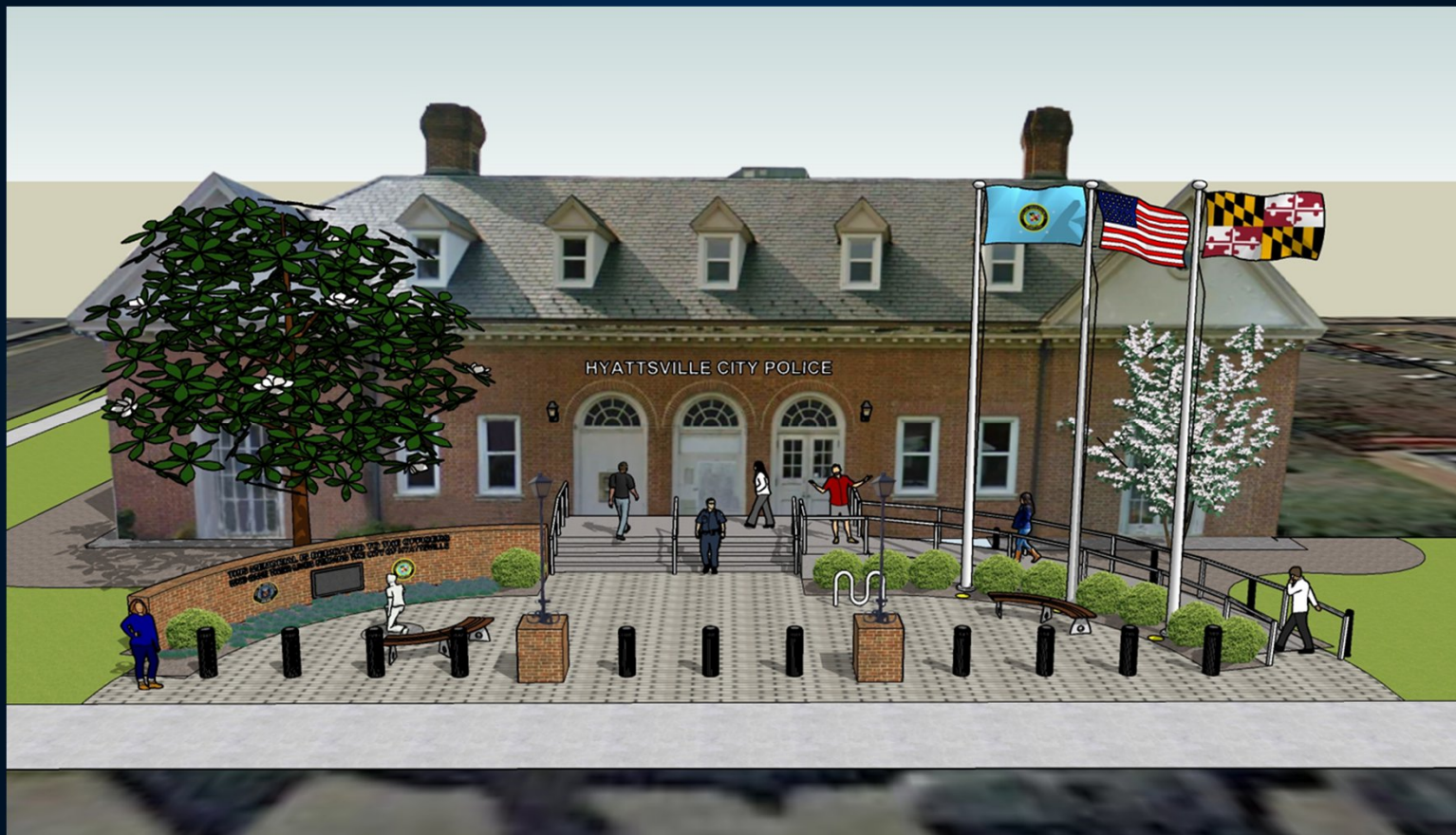
Current View





Speaking:
Mitch Nelson

Rendering





Speaking:
Soli Guille

Next Steps

1. Currently under DPIE Review
2. Release BID Documents
3. Receive and review BIDS
4. Award BID to Contractor
5. Award CM, CA, Commissioning, and Third-Party Inspector Services
6. Start Construction – February 2022



QUESTIONS

CONTACT US:

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City of Hyattsville

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Agenda Item Report

File #: HCC-199-FY22

12/20/2021

8.b)

Submitted by: Patrick Paschall
Submitting Department: Finance
Agenda Section: Presentation

Item Title:

Overview of American Rescue Plan Spending Eligibility and Process Plans

Suggested Action:

Presentation only.

Summary Background:

The City of Hyattsville has been awarded \$17.9 million under the American Rescue Plan Act (ARPA) to support efforts to recover from the COVID-19 pandemic and build longer-term solutions to address and prevent impacts of future public health emergencies. The American Rescue Plan Program Manager will provide an overview of the eligible spending categories and restrictions, process for establishing spending priorities, and the process of engaging the public in participatory budgeting regarding these funds.

Next Steps:

Public engagement process will begin in January, 2022.

Fiscal Impact:

None - presentation only

City Administrator Comments:

This presentation will provide a baseline understanding of eligible spending categories and our planning process for moving forward.

Community Engagement:

TBD

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



CITY OF HYATTSVILLE

American Rescue Plan Overview Presentation

December 2021

AGENDA

1. ARPA Summary Overview
2. Expense Categories and Limitations
3. Allocations To-Date
4. Public Engagement Process
5. Phased Spending Approach/Timeline
6. Questions/Discussion





Summary of ARPA Awards

American Rescue Plan Act (ARPA) was passed in March 2021 and included \$1.9 trillion in funds to help address the impacts of the COVID-19 pandemic. Many are familiar with these provisions:

- Direct Assistance Payments to Taxpayers – up to \$1,400 per person (including children) – payments were deposited in accounts Summer 2021
- Expanded Earned Income Tax Credit for those without children
- Child Tax Credit increase – direct payments to bank accounts monthly (\$300/mo for each child under age 6, \$250/mo for each child 6 and over).
- Extended Unemployment Insurance through September 6, 2021
- Lower Health Insurance Premiums and a 100% federal COBRA subsidy
- Expanded SNAP benefits for food assistance



Summary of ARPA Awards

Direct Funding to State and Local Governments – Total \$350 billion

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)
- Indirect Recipients
- Non-entitlement units – Cities with less than 50k residents (\$19.5 billion)



Summary of ARPA Awards

Prince George's County received \$88.3m in June 2021 and will receive another \$88.3m in June 2022, for a total of \$176.6m

Total Maryland NEU funding total: \$529m

- Prince George's Municipalities awarded a total of \$164m
- Hyattsville awarded \$17.9m
 - First Payment Received Summer 2021 - \$8.9m
 - Second Payment Expected Summer 2022 - \$8.9m



ARPA Awards to Prince George's Municipalities

City or Town	1st Tranche	2nd Tranche	Total
Berwyn Heights	\$1,317,605.63	\$1,317,605.63	\$2,635,211.26
Bladensburg	\$2,466,985.88	\$2,466,985.88	\$4,933,971.76
Bowie	\$4,754,210.00	\$4,754,210.00	\$9,508,420.00
Brentwood	\$1,131,605.63	\$1,131,605.63	\$2,263,211.26
Capitol Heights	\$1,733,607.12	\$1,733,607.12	\$3,467,214.24
Cheverly	\$2,697,431.25	\$2,697,431.25	\$5,394,862.50
College Park	\$10,986,421.50	\$10,986,421.50	\$21,972,843.00
Colmar Manor	\$656,837.63	\$656,837.63	\$1,313,675.26
Cottage City	\$574,995.00	\$574,995.00	\$1,149,990.00
District Heights	\$2,947,896.40	\$2,947,896.40	\$5,895,792.80
Eagle Harbor	\$33,991.46	\$33,991.46	\$67,982.92
Edmonston	\$734,018.32	\$734,018.32	\$1,468,036.64
Fairmount Heights	\$303,644.42	\$303,644.42	\$607,288.84
Forest Heights	\$1,263,102.67	\$1,263,102.67	\$2,526,205.34

Glenarden	\$2,161,683.38	\$2,161,683.38	\$4,323,366.76
Greenbelt	\$11,440,833.24	\$11,440,833.24	\$22,881,666.48
Hyattsville	\$8,980,640.28	\$8,980,640.28	\$17,961,280.56
Landover Hills	\$790,136.25	\$790,136.25	\$1,580,272.50
Laurel	\$12,626,593.04	\$12,626,593.04	\$25,253,186.08
Morningside	\$577,746.38	\$577,746.38	\$1,155,492.76
Mount Rainier	\$2,717,832.75	\$2,717,832.75	\$5,435,665.50
New Carrollton	\$4,082,260.88	\$4,082,260.88	\$8,164,521.76
North Brentwood	\$271,428.99	\$271,428.99	\$542,857.98
Riverdale Park	\$3,232,819.13	\$3,232,819.13	\$6,465,638.26
Seat Pleasant	\$2,334,079.74	\$2,334,079.74	\$4,668,159.48
University Park	\$1,296,108.86	\$1,296,108.86	\$2,592,217.72
Upper Marlboro	\$331,539.82	\$331,539.82	\$663,079.64
Total	\$82,446,055.65	\$82,446,055.65	\$164,892,111.30

Source: Maryland Department of Budget and Management, October 2021

Funding Objectives

1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
2. Replace lost public sector revenue to strengthen support for vital public services and help retain jobs
3. Support immediate economic stabilization for households and businesses
4. Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic



Spending Limitations

Spending Limitations:

- Generally, only covers eligible costs incurred AFTER March 3, 2021
 - Exceptions:
 - Direct assistance to households, small businesses and nonprofits (e.g. rent, utility, mortgage assistance)
 - Retroactive Premium Pay
- Hyattsville must allocate by 2024 all ARPA funds by December 31, 2024
- All ARPA funds must be spent by December 31, 2026



Reporting Timelines

Reporting and Compliance Timelines:

- Reports must include
 - project description,
 - evidence to support eligibility under ARPA,
 - award amount,
 - project status, and
 - in some cases, details about program structure, objectives, approach, and eligibility requirements for funding recipients
- Initial report due April 30, 2022, reporting period from initial payment through March 31, 2022
- Annual reports thereafter
- Random audits



ARPA Eligible Spending Categories



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access

Source: U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Quick Reference Guide, available at: <https://home.treasury.gov/system/files/136/SLFRP-Quick-Reference-Guide-FINAL-508a.pdf>



Expenditure Category 1 - Public Health

Services and programs to contain and mitigate the spread of COVID-19, including:

- ✓ Vaccination programs
- ✓ Medical expenses
- ✓ Testing
- ✓ Contact Tracing
- ✓ Isolation or quarantine
- ✓ PPE Purchases
- ✓ Support for vulnerable populations to access medical or public health services
- ✓ Public health surveillance (e.g., monitoring for variants)
- ✓ Enforcement of public health orders
- ✓ Public communication efforts
- ✓ Enhancement of healthcare capacity, including alternative care facilities
- ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
- ✓ Enhancement of public health data systems
- ✓ Capital investments in public facilities to meet pandemic operational needs
- ✓ Ventilation improvements in key settings like healthcare facilities

Source: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>



Expenditure Category 1 - Public Health

Services to address behavioral healthcare needs exacerbated by the pandemic, including:

- ✓ Mental health treatment
- ✓ Substance misuse treatment
- ✓ Other behavioral health services
- ✓ Hotlines or warmlines
- ✓ Crisis intervention
- ✓ Services or outreach to promote access to health and social services

Payroll and covered benefits expense:

- Eligible expenses can include payroll and benefits for public health, healthcare, human services, public safety and similar employees, to the extent they work on COVID-19 response.

Source: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>





Expenditure Category 2 – Negative Economic Impacts

- Delivering assistance to workers and families, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity.
- Supporting small businesses, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance.
- Speeding the recovery of the tourism, travel, and hospitality sectors, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend.
- Rebuilding public sector capacity, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels.

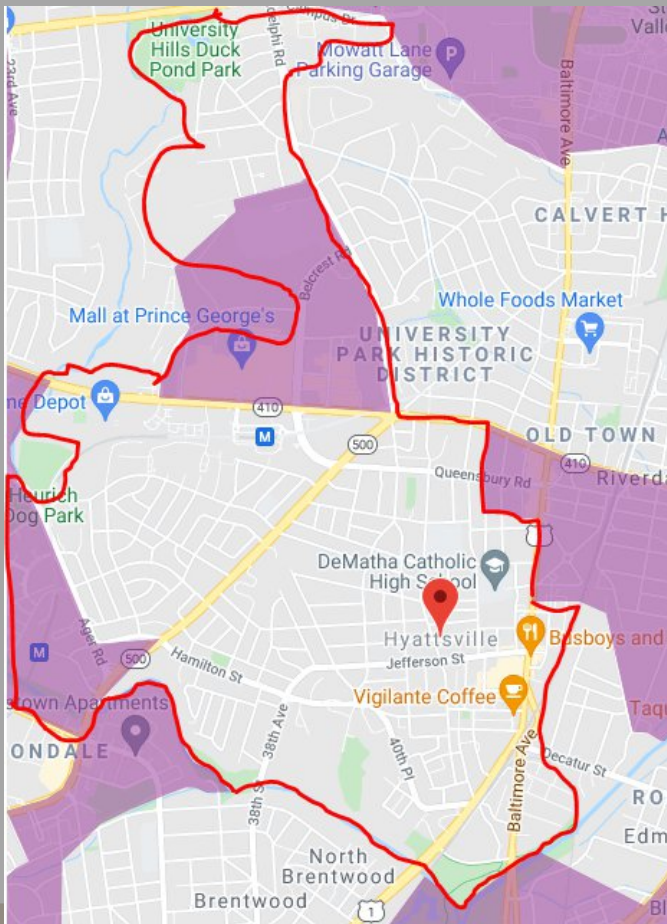
Expenditure Category 3 – Services to Disproportionately Impacted Communities

Focus on Equity

- Addressing health disparities and the social determinants of health, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- Investments in housing and neighborhoods, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- Addressing educational disparities through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- Promoting healthy childhood environments, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.



Expense Category 3 – Qualified Census Tracts



ARPA funds can only be used under Category 3 only if the funds support services:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.



Expenditure Category 3 – Services to Disproportionately Impacted Communities

Focus on Equity

- Addressing health disparities and the social determinants of health, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
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- Addressing educational disparities through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- Promoting healthy childhood environments, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.





Expense Category 4 – Premium Pay for Essential Workers

Allows direct payments to individuals as well as indirect payments through third-party employers to support essential workers.

- This CAN be retroactive to the beginning of the COVID-19 emergency
- Key Sectors Include:
 - Staff at nursing homes, hospitals, and home-care settings
 - Workers at farms, food production facilities, grocery stores, and restaurants
 - Janitors and sanitation workers
 - Public health and safety staff
 - Truck drivers, transit staff, and warehouse workers
 - Childcare workers, educators, and school staff
 - Social service and human services staff
- Focus on low-income workers: Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers
- Employees who worked remotely from a residence are not eligible for premium pay

Expense Category 5 – Water, Sewer, and Broadband Infrastructure

Broadband Infrastructure

- Focus on households and businesses without access to broadband and those with connections that do not provide minimally acceptable speeds
- Fund projects that deliver reliable service with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- Preference for projects that “are owned, operated by, or affiliated with local governments, non-profits, and co-operatives.
– providers with less pressure to turn profits and with a commitment to serving entire communities.”

Water & Sewer Infrastructure

- Includes improvements to infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems
- Eligible uses aligned to Environmental Protection Agency project categories for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Source: U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Quick Reference Guide, available at: <https://home.treasury.gov/system/files/136/SLFRP-Quick-Reference-Guide-FINAL-508a.pdf>





Expense Category 6 – Revenue Replacement

- Replacing Public Sector Revenue Loss – designed to avoid cuts in government services, rehire public employees, etc.
- Revenue loss is a complex calculation – looking at past audits and budgets to project out income expectations, and then comparing to actuals to determine loss amount.
- Highly flexible in terms of eligible expenses - can be used for a very wide array of uses, including new projects
 - But the amount we can spend in this area limited by our amount of revenue loss, calculations are pending.

Expense Category 7 - Administrative

- Rescue Plan Implementation
 - Costs to plan for use of ARPA funding are authorized uses, including:
 - Staff to support developing and implementing plans
 - Consultants to advise on compliance with legal, regulatory and other requirements
 - Administrative time on compliance and reporting
- Responding to the COVID-19 Emergency
 - Any administrative work necessary to respond to the emergency
 - Managing grant programs and disbursement of funds



Ineligible Uses

1. HVL may not “use funds . . . to either directly or indirectly offset a reduction in . . . net tax revenue . . . resulting from a change in law, regulation, or administrative interpretation during the covered period that reduces any tax . . . Or delays the imposition of any tax or tax increase.”
2. Local governments also cannot use ARPA funds to make payments into a pension fund, or to support any other Other Post Employment Benefits (OPEB) payments.
3. Within each spending category, there are limitations on the use of funds.



Ineligible Uses

“These provisions give force to Congress’s clear intent that Fiscal Recovery Funds be spent within the four eligible uses identified in the statute . . .
And not otherwise.”

(Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26,786, p. 26,805)





Important Considerations

1. Balancing urgent needs with longer-term recovery needs
2. Staff resources available/needed to implement programs
3. Ongoing structural costs
4. Evaluation and evidence-based practices
5. Pooling funds with neighboring jurisdictions
6. What are the City's goals and/or priorities?



Allocations To Date

Category	Allocation
Salaries	\$95,000
Benefits	\$15,000
Supplies	\$10,000
Professional Services	\$272,800
Contracted Services	\$500,000
Misc. Reimbursements	\$600,000
Capital Computers - Hardware	\$350,000
Capital Computers - Software	\$100,000
Grants/Donation	\$557,200
Total:	\$2,500,000

Public Engagement Process

- Ward Meetings
- Summer Jam
- ARPA Website on City Page
- Webinar
- Social Media
- New Online Engagement tools
- City Committees
- Business Roundtable
- Businesses, child care centers, and nonprofits
- Public Hearings
- Community Survey



Phased Spending Approach

Q4 2021:

- Establishing Administrative Operations

Q1 2022:

- Begin Public Engagement
- Emergency relief - People First Policymaking
 - a) Vaccine incentive programs
 - b) Housing assistance
 - c) Food assistance
 - d) Premium Pay
 - e) Small-business/non-profit assistance programs

Q2 2022:

- Reimbursing /reallocating general funds already spent on eligible ARPA expenses
- Review Action Ready plans for ARPA eligibility
- Continued Public Engagement

Q3 2022:

- Staff Review of proposals for eligibility, feasibility, cost estimates, etc.
- Council discussions of project plans, prioritization, etc.



Phased Spending Approach

Q4 2022:

“1st Round” of new ARPA projects

- a) Funding new projects or programs
- b) Adjusting emergency relief based on utilization
- c) Data collection/research

Q1 2023:

- Implementing 1st round projects and studies.
- Ongoing public outreach about program effectiveness and new program ideas.

Q2 2023:

“2nd Round” of new ARPA project allocations for FY24

- a) Adjustments to existing programs under the 1st round – increasing funding if needed, reallocating funds from projects that were less utilized, etc.
- b) Programs flowing from the data collection/research activity

Q4 2023

- Possible additional spending plans





Questions/Discussion

Resources from the Treasury Dept:

1. [ARPA Quick Reference Guide](#)
2. [October 2021 Blog Post on Early Uses of ARPA Funds](#)
3. [October 2021 Early Reporting Highlights – examples of how communities are using ARPA funds](#)

Contact:

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American Rescue Plan
Program Manager

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Agenda Item Report

File #: HCC-171-FY22

12/20/2021

9.a)

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Hamilton Street/MD 208 Corridor Improvement Concepts

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$100,000 for the development of preliminary designs, engineering studies, development of concept plans, and other work as required as part of negotiations for improvements to, and the possible transfer of ownership of, Hamilton Street from the State of Maryland to the City of Hyattsville, under their existing contract. In addition, the City Treasurer is authorized to adjust FY22 DPW budget appropriations as required to facilitate this expenditure.

Summary Background:

Per Council discussion and motion at the regular meeting on October 4th, 2021, City staff began discussions with Maryland Department of Transportation - State Highway Administration (SHA) about the possible transfer of ownership of MD 208 (Hamilton St) from 38th Avenue to Queen's Chapel Road (MD 500) from the State of Maryland to the City of Hyattsville. During these discussions it was determined that the City of Hyattsville would develop several concepts for improvements to sidewalks, other pedestrian safety measures, and other in-road treatments to improve the corridor. Some of these treatments may be performed by SHA before a possible transfer of ownership, others may be completed by the City with SHA funding, and some maybe completed by the City after a transfer of ownership is complete. Pennoni has an existing contract with the City to provide on-call traffic engineering and this would be an addition to that contract.

Next Steps:

Issue Purchase Order and begin sidewalk analysis and concept designs.

Fiscal Impact:

\$100,000

City Administrator Comments:

Updates will come back to the Council early next year. We will provide greater clarity on requirements and cost estimates for road transfer. We will also provide concept drawings of initial upgrades and roadway modifications.

Community Engagement:

Community meetings will be held to solicit input of residents at several times during this process.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

Hamilton St Improvements

SCOPE OF WORK 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:

Tasks	Position					Proposal Amount
	Principal	Senior Transportation Engineer	Transportation Engineer	Designer	Drafter	
	\$175.00	\$156.00	\$110.00	\$83.00	\$46.00	
Sidewalk Connectivity						
1.1 Investigate ROW or Easement Acquisition 36th Ave and Hamilton Street *						
1.2 Evaluating New Sidewalks						
1.2.1 Acquisition *						
1.2.2 Between 37th Place and 38th Avenue		8	16		4	
1.2.3 Between 35th Place and MD 500/Queens Chapel Rd		4	16		4	
1.3 Improved Pedestrian Crossings						
1.3.1 35th Place		4	4	4	4	
1.3.2 36th Avenue		4	4	4	4	
1.3.3 37th Ave/37th Place		4	4	4	4	
Road Diet						
2.1 Field measurements and photo documentation			4	4		
2.2 Evaluating possible design options		8	40			
2.3 Conceptual layouts (2) of roadway, parking, and crosswalks		8	12	12	16	
2.4 Develop narrative and conceptual report	1	8	16			
MD 208 and Hamilton St. Signal						
3.1 Coordinate with MDSHA (District 3 and OOTS) and City of Hyattsville to perform a Signal Warrant		16				
3.2 Determine Alternatives (Includes all steps necessary to perform a Signal Warrant)		20**	20			
3.3 Develop guidance and provide recommendations in a report	1	16	32	16		
Final Preparation						
4.1 Prepare Construction Cost estimate	1	6	8	8		
4.2 QA/QC	1	8				
4.3 Client Review and Meetings		6	2			
4.4 Address Comments	1	8	8	8		
Hours	5	108	186	60	36	
Fee	\$875.00	\$16,848.00	\$20,460.00	\$4,980.00	\$1,656.00	\$ 44,819.00
*For Discussion						
** Include managing subconsultant						
Expenses						
Traffic Counts (Quality Counts, Inc.)						\$1,500.00
TOTAL						\$ 46,319.00

Hamilton St Improvement Study

Pennoni is pleased to present this proposal for transportation engineering services for the Hamilton St Improvement study. These improvements include the review of sidewalk connectivity, a lane diet between Hyatt Park and 35th Place and an evaluation of the traffic signal at 38th St. (MD 208) and Hamilton St. The project will involve three main aspects. First, the review of existing ADA/Bike facilities and connectivity. Second, developing a lane diet concept which involves analyzing reduced lanes or lane widths, parking, and reduction of pedestrian crossing distances. Lastly, to determine if the signal shall remain the continued maintenance and operation of Maryland State Highway Administration (MDSHA) at the intersection, or if the intersection can operate as a 4-Way Stop.

Scope of Work

Based on discussions with Ms. Leslie Riddle, Director of Public Works and Mr. Hal Metzler, Deputy Director of Public Works, on Wednesday November 3, 2021, the City of Hyattsville indicated that the existing network of sidewalks on Hamilton St (MD 208) between Queens Chapel Rd (MD 500) and 38th St lacks connectivity and ADA compliance. Existing sidewalks vary in width and offset. Bicycle facilities are limited and so is ROW. Additionally, the section of Hamilton Street between Hyatt Park and 35th currently has two lanes in each direction, while the roadway to the east narrows to one lane in each direction. This wide roadway coupled with existing on street parking and wide pedestrian crossings presents challenges to users. The City is interested in investigating alternative concepts for a lane diet that maintains traffic flow and parking and improves pedestrian crossings. The City also indicated that they are in the process of discussing alternative for the intersection with MDSHA.

Scope of Services

Pennoni will investigate and have further discussions with the City of Hyattsville regarding, connectivity, right-of-way needs, roadway geometric improvements, parking, existing right-of-way, improved pedestrian crossings, drainage/SWM requirements and signal/alternative evaluation. Pennoni will prepare 2D layouts and overlay onto aerial topography for discussion.

- Field measurements and photo documentation
- Evaluating possible design options
- Conceptual layouts of roadway, parking, and crosswalks
- Develop narrative and conceptual report
- Coordinate with MDSHA (District 3 and OOTS) and City of Hyattsville to perform a Signal Warrant
- Determine Alternatives
- Develop guidance and provide recommendations in a report

Exclusions

The following items are specifically excluded from this proposal.

- No Geotechnical Work is performed
- No Survey work is performed
- No application fees for permitting is included
- No final plan development is proposed
- No signal design is performed
- ROW-this needs further discussion and will be forwarded in separate proposal

Deliverables

Pennoni will provide the City of Hyattsville with a written narrative discussing the feasibility of various alternates, Conceptual Alternatives (2) implementing Complete Streets guidelines for MD 208, (Hamilton Street) and associated cost estimates. All conceptual alternates will be overlaid on aerial topography.

Schedule

Pennoni understands the desire to complete the study as quickly as possible. Accordingly, Pennoni will initiate work 48 hours after of receiving notice to proceed and will be complete concepts within 21 days.





City of Hyattsville

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Agenda Item Report

File #: HCC-192-FY22

12/20/2021

9.b)

Submitted by: A/Lt. Zach Nemser
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

Memorandum of Understanding between the Town of Brentwood and the City of Hyattsville Concerning the Mental Wellness Check-in Initiative

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a Memorandum of Understanding (MOU) between the Town of Brentwood, MD and the City of Hyattsville concerning the Hyattsville Police Department's Mental Wellness Check-in Initiative.

Summary Background:

This MOU will allow the five (5) Town of Brentwood Police Officers to participate in the City of Hyattsville's Mental Wellness Check-in Initiative with the grant funded contractor Interdynamics, Inc.

Next Steps:

Approval and execution of the MOU.

Fiscal Impact:

The program is grant funded. There is no fiscal impact to the Town of Brentwood or to the City of Hyattsville.

City Administrator Comments:

Recommend Approval. The grant application included the Town of Brentwood as our municipal partner. Approval and acceptance of the grant funds included the Town of Brentwood. We are now prepared to sign the MOU.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

MEMORANDUM OF UNDERSTANDING
Between the City of Hyattsville and the Town of Brentwood
Concerning the Hyattsville Police Department's Mental Wellness Check-In Initiative.

This Memorandum of Understanding ("MOU") made this 13th day of December, 2021, by and between the City of Hyattsville, Maryland, a municipality of the State of Maryland (the "City") and the Mayor and Council, Town of Brentwood, a municipality of the State of Maryland (the "Town") (referred to collectively herein as the "Parties").

WHEREAS, in 2020, the City of Hyattsville Police Department ("HCPD") conducted a mental health survey of its employees, including sworn-officers and dispatchers;

WHEREAS, the results of said survey indicated that members of HCPD expressed a clear desire for additional mental health training and support services;

WHEREAS, in response to the results of the survey, the City launched the HCPD Mental Wellness Check-In Initiative ("HCPD MWCI"), which is operated by HCPD, under which HCPD employees can receive free mental health services, including quarterly one-on-one meetings with licensed mental health practitioners who have prior experience working with first responders;

WHEREAS, the City has received additional grant funding from the Department of Justice, Office of Community Oriented Policing Services, to expand the HCPD MWCI; and

WHEREAS, the Town wishes to have five sworn officers from Brentwood Police Department ("BPD") participate in the HCPD MWCI and receive the services provided thereunder.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1 SCOPE OF SERVICES

1.1 The Parties agree that all five officers of BPD, in coordination with the City, shall be entitled to participate in the HCPD MWCI.

1.2 With regard to the services offered to BPD's five sworn officers under the HCPD MWCI, the parties agree as follows:

- 1.2.1** BPD's five sworn officers will be entitled to participate in quarterly meetings with licensed mental health practitioners who have experience working with first responders.
- 1.2.2** Each quarterly session will consist of a confidential recorded fifty (50) minute discussion that will be hosted online during work hours.
- 1.2.3** There is no set agenda for each fifty (50) minute session and the topics for discussion are to be determined by the participant, in coordination with the associated mental health practitioner.
- 1.2.4** The meetings conducted pursuant to the HCPD MWCI shall not be used for fitness-for-duty assignments for any of the sworn officers participating in the HCPD MWCI.
- 1.2.5** Participants in the HCPD MWCI agree to complete pre- and post-session surveys, which will be used to monitor and report the efficacy of the HCPD MWCI and information from said surveys may be used by the City to meet any conditions associated with federal grants, under which the City received funding to operate and maintain the HCPD MWCI.

1.2.6 Any BPD participants in the program who wish to meet with an HCPD MWCI practitioner more than once a quarter may do so, free of charge, by scheduling appointments with a HCPD MWCI practitioner outside of said participant's normal working hours.

SECTION 2 TERM OF MOU

2.1 The Parties agree that this MOU shall commence on the date first written above and continue for a term of two (2) years.

2.2 After the expiration of the initial term of this MOU, as set forth in Subsection 2.1, this MOU may be renewed for a period to be determined by the participating agencies, upon written agreement of the Parties.

SECTION 3 TERMINATION

3.1 Either Party may terminate this MOU prior to the expiration of the initial term of this MOU by giving no less than thirty (30) days written notice to the other Party of their intentions to terminate this MOU on a date specified in the notice. Notification shall be made to the following:

For the City:

Jarod J. Towers
Chief of Police
City of Hyattsville Police Department
4310 Gallatin Street
Hyattsville, MD 20781
Telephone: (301) 798-9702
E-Mail: jtowers@hyattsville.org

For the Town:

Telephone: _____
E-Mail: _____

SECTION 4 INDEMNIFICATION

4.1. The City and the Town agree to indemnify and hold one another, including their agents, employees, and elected officials, harmless from and against any claim for loss, personal

injury, and/or damage that may be suffered as a result of each party's own negligence, willful misconduct or gross negligence in the performance of the services herein or for any failure to perform the obligations of this MOU, including, but not limited to, reasonable attorneys' fees and any other costs incurred by each Party, in defending any such claim. Each Party agrees to notify the other Party in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Party regarding the services and work provided hereunder. This provision shall survive termination of this MOU.

SECTION 5 NOTICE

5.1 Any required notices or other communications under this MOU 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 the Town:

Telephone: _____
E-Mail: _____

If to the City:

Telephone: _____
E-Mail: _____

5.2 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 6 INSURANCE

6.1 During the term of this MOU, the Town agrees to procure and maintain in force general liability insurance in a minimum amount of _____ (\$_____) per occurrence and _____ (\$_____) in the aggregate.

SECTION 7 MISCELLANEOUS

7.1 Neither the City nor the Town shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status genetic information, political affiliation, and gender identity or expression.

7.2 The Parties agree to comply with all applicable federal, state, county, and city laws, regulations, or ordinances.

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

7.4 The waiver of any breach of this MOU shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this MOU, 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 MOU, in any other circumstance or at any other time.

7.5 This MOU 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.

7.6 Except as otherwise specified herein, nothing in this MOU shall be construed to create any relationship between the Parties other than that of independent entities cooperating solely for the purpose of permitting the Town's sworn officers to participate in the HCPD MWCI.

7.7 This MOU may only be amended or modified by a writing signed by both Parties.

7.8 This MOU and any rights or obligations under this MOU may not be assigned by the Town without first obtaining the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

7.9 Each Party represents and warrants that its signatory whose signature appears below has been and is on the date of this MOU duly authorized to execute this MOU.

7.10 The laws of the State of Maryland, excluding conflicts of law rules, shall govern this MOU as if this MOU 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.

7.11 The recitals set forth above are incorporated into this MOU.

7.12 This MOU contains the entire MOU between the parties hereto and shall be binding upon each party, its successors and assigns.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding of the day and date first above written.

The City of Hyattsville, Maryland:

Witness: _____

By: _____
Tracey Douglas
City Administrator

The Town of Brentwood, Maryland:

Witness: _____

By: _____



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-193-FY22

12/20/2021

9.c)

Submitted by: A/Lt. Zach Nemser
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

Room License Agreement between City of Hyattsville and SHP Management Corp.

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a Room License Agreement between the City of Hyattsville and SHP Management Corp. for the City's use of an office at the Friendship Arms building for the purpose of the Mental Wellness Check-in Initiative.

Summary Background:

SHP Management Corporation, property manager of Friendship Arms, 5805 42nd Ave. Hyattsville, MD, 20781, has agreed to provide an office for use by the City of Hyattsville for the purpose of the Mental Wellness Check-in Initiative at no cost to the City.

The agreement has been reviewed and approved by the City Attorney.

Next Steps:

Approve and execute contract.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

LICENSE AGREEMENT
CITY OF HYATTSVILLE
AND
SHP MANAGEMENT CORP.

THIS LICENSE AGREEMENT ("Agreement") made and entered into this 21st day of December 2021, by and between the City of Hyattsville (the "City"), a municipality of the State of Maryland and SHP Management Corp. ("Licensor").

WHEREAS, the City launched the City of Hyattsville Police Department ("HCPD") Mental Wellness Check-in Initiative ("HCPD MWCI"), which is operated by HCPD, under which the City will provide certain mental health services to all police department staff and partner agencies;

WHEREAS, the City desires to use an office, located in the Friendship Arms Apartment building, 5805 42nd Avenue, Hyattsville, Maryland, which is owned and operated by Licensor and more particularly described in Exhibit A, (the "Premises"), for the purposes of conducting meetings between the HCPD MWCI participants and mental health practitioners, pursuant to the HCPD MWCI; and

WHEREAS, Licensor agrees to provide the HCPD MWCI participants with twenty-four seven access to the Premises.

NOW, THEREFORE, for and in consideration of the use of the Premises and mutual agreements hereinafter set out, the parties hereto agree as follows:

1. RESPONSIBILITIES OF LICENSOR. The City and its agents shall be permitted to access to the Premises and to use the Premises, at any time, from December 21, 2021, through December 31, 2023, for the purpose of conducting meetings between HCPD MWCI participants and mental health practitioners under the HCPD MWCI. Licensor

agrees to provide the HCPD MWCI participants with access that will sufficiently enable the participants to access the Premises, including, three electronic key fobs to enable the participants to access the Friendship Arms Apartment building and keys to enter the Premises.

2. RESPONSIBILITIES OF THE CITY. The City agrees to furnish the Premises, utilize its own internet service, to the extent it is required for the HCPD MWCI. The City shall be responsible for maintaining the overall cleanliness of the Premises.

3. PAYMENT. Licensor agrees to provide the Premises to the City at no charge, excepting any claim for indemnification pursuant to the terms set forth in Section 6.

4. NOTICE. Any required notices or other communications under this MOU 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:

To Licensor:

Phone: _____

Email:-----

To the City:

Phone: _____

Email:-----

4.1 Either party may change the person or address for notices by written notice to the other party.

4.2 Notices shall be deemed given when received or three (3) business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one (1) business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS).

5. TERMINATION. Either Party may terminate this Agreement prior to the expiration of the initial term of this Agreement by giving no less than thirty (30) days written notice to the other Party of their intentions to terminate this MOU on a date specified in the notice.

6. INDEMNIFICATION. The City and the Licensor agree to indemnify and hold one another, including their agents, employees, and elected officials, harmless from and against any claim for loss, personal injury, and/or damage that may be suffered as a result of each party's own negligence, willful misconduct or gross negligence in the performance of the services herein or for any failure to perform the obligations of this Agreement, including, but not limited to, reasonable attorneys' fees and any other costs incurred by each Party, in defending any such claim. The City's liability shall be subject to and limited by the provisions, types of liability, notice requirements and maximum amounts established under the Maryland Local Government Tort Claims Act, Section 5-301, *et seq.*, Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended.

7. **INSURANCE.**

7.1 During the term of this Agreement, the City agrees to maintain commercial general liability insurance in a minimum amount of **Five Hundred Thousand Dollars** (\$500,000.00) per occurrence and **One Million Dollars** (\$1,000,000.00), in the aggregate.

7.2 During the term of this Agreement, Licensor agrees to maintain general liability insurance in a minimum amount of _____ (\$ _____, per occurrence and _____ (\$ _____, in the aggregate.

8. **GOVERNING LAW.** This Agreement shall be deemed to have been made and entered into in Maryland and shall be interpreted and construed in accordance with the laws of the State of Maryland.

9. **ENTIRE AGREEMENT, MODIFICATION AND CHANGES.** This Agreement contains all the terms, conditions and understandings agreed upon by the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Nothing contained in this Agreement shall constitute or be considered to be or to establish a partnership or joint venture between Licensor and the City. There shall be no modifications of this Agreement except as are in writing, signed and dated by both parties. Neither party hereto shall assign or transfer all or any part of the Agreement or any interest therein except on the written consent of the other party or as otherwise provided by this Agreement. This Agreement may be executed electronically and in counterparts, each copy of which shall constitute an original document. 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.

10. NO LEASE RIGHTS. Nothing contained in this Agreement shall be construed by the parties to constitute a lease to City of any particular or specific portion of the Premises, and it is agreed by the parties that insofar as City may or shall use any portion of said Premises, it does so as a licensee only, and the Licensor shall, at all times, have full and free access to the same.

11. NON-DISCRIMINATION AND COMPLIANCE WITH APPLICABLE LAW. The Parties agree that neither party shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status genetic information, political affiliation, and gender identity or expression. The Parties also agree to comply with all applicable federal, state, county, and city laws, regulations, or ordinances.

12. VALIDITY AND CHANGE OF LAWS. If there is a change in any law, regulation or rule, state or federal, which affects this agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately,

then either party may immediately terminate this Agreement by written notice to the other party. If at any time either party reasonably believes in good faith based upon an opinion of reputable health care counsel that this Agreement or the performance by that party of any of its obligations under this Agreement violates any law or regulation, state or federal, or could result in the loss or restriction of that party's license or that party's right to participate in Medicare, Medicaid or any other governmental program, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within forty-five (45) days after the date of the notice seeking renegotiation, then either party may immediately terminate this Agreement by written notice to the other party.

[The remainder of this page is intentionally left blank-signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at the
time and place first hereinabove written.

The City:

By: _____

Date: _ _ _ _ _

Name: _____

Title: _____

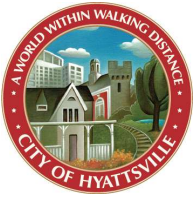
Licensor:

By: _____

Date: _ _ _ _ _

Name: _ _ _ _ _

Title: _____



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-194-FY22

12/20/2021

9.d)

Submitted by: A/Lt. Zach Nemser
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

Room License Agreement between the City of Hyattsville and 6525 Belcrest Road, LLC

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a License Agreement between the City of Hyattsville and 6525 Belcrest Road, LLC for use of office space by the City of Hyattsville Police Department.

Summary Background:

6525 Belcrest Road, LLC has agreed to provide Suite 131 on their property for use by the City of Hyattsville Police Department as office space, free of charge. This 706 square foot office is currently designated as the "Police Department Substation" and has been used for many years by the Police Department as additional office space.

Next Steps:

Execute license agreement.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

LICENSE AGREEMENT
CITY OF HYATTSVILLE
AND
6525 BELCREST ROAD, LLC

THIS LICENSE AGREEMENT ("Agreement") made and entered into this __ day of _____ 2021, by and between the City of Hyattsville (the "City"), a municipality of the State of Maryland, and 6525 Belcrest Road, LLC, a limited liability corporation formed under the laws of the State of Maryland ("Licensor").

WHEREAS, the City desires to use Suite 131, a seven hundred and six (706) square feet office space, located in an office building located at 6525 Belcrest Road, Hyattsville, MD 20782, which is owned and operated by Licensor and more particularly identified in Exhibit A, (the "Premises"); and

WHEREAS, Licensor agrees to provide the City with access to the Premises for the purposes of operating and maintaining a substation to be used by the City of Hyattsville Police Department.

NOW, THEREFORE, for and in consideration of the use of the Premises and mutual agreements hereinafter set out, the parties hereto agree as follows:

1. RESPONSIBILITIES OF LICENSOR. The City and its agents shall be permitted to access to the Premises and to use the Premises, at any time, from January 1, 2022 through December 31, 2022, for the purpose of the purposes of operating and maintaining a substation to be used by the City of Hyattsville Police Department. Licensor agrees to provide the City with instrumentalities that will sufficiently enable the City to access the Premises. With respect to the Premises, Licensor also agrees to provide services such as HVAC, periodic cleaning, and changing lightbulbs.

2. **RESPONSIBILITIES OF THE CITY.** The City agrees to accept the Premises in an “As-is” condition.

3. **RENEWAL.** This Agreement shall automatically renew on an annual basis, unless terminated by the parties in accordance with Section 6 of this Agreement.

4. **PAYMENT.** Licensor agrees to provide the Premises to the City at no charge, excepting any claim for indemnification pursuant to the terms set forth in Section 7 or based upon the City’s failure to vacate the Premises as set forth under Subsection 6.2.

5. **NOTICE.** Any required notices or other communications under this MOU 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:

To Licensor:

Phone: _____
Email: _____

To the City:

Phone: _____
Email: _____

5.1 Either party may change the person or address for notices by written notice to the other party.

5.2 Notices shall be deemed given when received or three (3) business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one (1) business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS).

6. TERMINATION.

6.1 The City may terminate this Agreement, at any time prior to the expiration of the initial term of this Agreement, by giving written notice to Licensor of its intentions to terminate this MOU on a date specified in the notice.

6.2 If Licensor secures an alternate tenant for the Premises, Licensor agrees to provide the City with written notice regarding the same. In such circumstances, the City will have sixty (60) days from that date of its receipt of said notice to vacate the Premises to a comparable office space, which will be provided by Licensor. If the City does not vacate the Premises prior to said date, the City agrees to pay a charge of Three Thousand Dollars (\$3,000.00) per month to continue using the Premises.

7. INDEMNIFICATION. The City and the Licensor agree to indemnify and hold one another, including their agents, employees, and elected officials, harmless from and against any claim for loss, personal injury, and/or damage that may be suffered as a result of each party's own negligence, willful misconduct or gross negligence in the performance of the services herein or for any failure to perform the obligations of this Agreement, including, but not limited to, reasonable attorneys' fees and any other costs incurred by each Party, in defending any such claim. The City's liability shall be subject to and limited by the provisions, types of liability, notice requirements and maximum amounts

established under the Maryland Local Government Tort Claims Act, Section 5-301, *et seq.*, Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended. Notwithstanding the above, the City and Licensor agree that Licensor shall not be responsible for any damage to items placed in the Premises by the City.

8. INSURANCE:

8.1 During the term of this Agreement, the City agrees to maintain commercial general liability insurance in a minimum amount of _____ (\$_____) per occurrence and _____ (\$_____) in the aggregate.

8.2 During the term of this Agreement, Licensor agrees to maintain general liability insurance in a minimum amount of _____ (\$_____) per occurrence and _____ (\$_____) in the aggregate.

9. GOVERNING LAW. This Agreement shall be deemed to have been made and entered into in Maryland and shall be interpreted and construed in accordance with the laws of the State of Maryland.

10. ENTIRE AGREEMENT, MODIFICATION AND CHANGES. This Agreement contains all the terms, conditions and understandings agreed upon by the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Nothing contained in this Agreement shall constitute or be considered to be or to establish a partnership or joint venture between Licensor and the City. There shall be no modifications of this Agreement except as are in writing, signed and dated by both parties. Neither party may assign or transfer all or any part of the Agreement or any interest therein. This Agreement may be executed

electronically and in counterparts, each copy of which shall constitute an original document. 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.

11. NO LEASE RIGHTS. Nothing contained in this Agreement shall be construed by the parties to constitute a lease to City of any particular or specific portion of the Premises, and it is agreed by the parties that insofar as City may or shall use any portion of said Premises, it does so as a licensee only, and the Licensor shall, at all times, have full and free access to the same.

12. NON-DISCRIMINATION AND COMPLIANCE WITH APPLICABLE LAW. The Parties agree that neither party shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status genetic information, political affiliation, and gender identity or expression. The Parties also agree to comply with all applicable federal, state, county, and city laws, regulations, or ordinances.

13. VALIDITY AND CHANGE OF LAWS. If there is a change in any law, regulation or rule, state or federal, which affects this agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of

this Agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at the
time and place first hereinabove written.

The City:

By: _____
Name: _____
Title: _____

Date: _____

Licensors: 6525 Belcrest Road, LLC

By: _____
Name: Paul F. Urciolo
Title: Senior Vice President

Date: _____



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-195-FY22

12/20/2021

9.e)

Submitted by: Michelle Dunklee
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

Extension of Agreement with American Traffic Solutions, Inc. d/b/a Verra Mobility

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to sign the seventh amendment to the agreement between Hyattsville, Maryland and American Traffic Solutions, Inc. to continue the Red-Light Camera program for a term of one (1) year, beginning on January 1, 2022, and ending on December 31, 2022.

Summary Background:

The City of Hyattsville entered into an agreement with Lasercraft, Inc., (now American Traffic Solutions (ATS)) on September 1, 2006, to provide digital camera traffic enforcement services, related citation management, and back-office processing for the Red-Light Camera program. The City of Hyattsville entered into six (6) more extensions with ATS. The program is self-sustaining; it is of no cost to the City to operate the red-light cameras as the program is funded by fines levied on violators.

Next Steps:

Execute extension of agreement.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support.

Community Engagement:

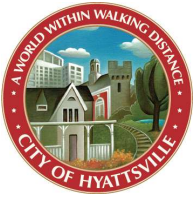
N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-196-FY22

12/20/2021

9.f)

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
Installation of Street Signs

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to execute a rider contract on the Montgomery County IFB #1110132 with Shannon-Baum Signs Inc. and authorize an expenditure not to exceed \$30,000 for FY22, pending legal review.

Summary Background:

The City has over 100 signs that are old, worn out, damaged, or are otherwise in need of replacement. In addition, there are new signs that need to be installed at various locations around the City. The sheer volume of signs requires a contractor who has the tools and employees available to allow City staff to focus on other tasks and services for City residents. Shannon-Baum was selected as the most responsive and responsible by Montgomery County during the Invitation for Bids opened in March of 2020. City staff would like to execute a rider on the Montgomery County IFB #1110132 as it provides the best service and price to the City of Hyattsville. In August of 2021 Montgomery County extended IFB #1110132 until 10/8/22.

Next Steps:

Complete legal review and issue a purchase order

Fiscal Impact:

NTE \$30,000

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

IFB #1110132

MONTGOMERY COUNTY, MARYLAND
Furnishing and Installation of Street Name and Traffic Sign Assemblies
SOLICITATION, BID AND AWARD SHEET

RETURN BID TO:
OFFICE OF PROCUREMENT
255 ROCKVILLE PIKE, STE. 180
ROCKVILLE, MD 20850-4166

PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND ONE (1) COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00 AM LOCAL TIME ON 04/15/2020. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. **BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: <u>Shannon-Baum Signs Inc.</u>		TELEPHONE NO.: <u>410-781-4000</u>
ADDRESS: <u>105 Competitive Dr Eldersburg, Md. 21784</u>		TOLL FREE NO.: <u>1800-368-2295</u>
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)		FAX NO.: <u>410-781-4673</u>
BIDDER'S E-MAIL ADDRESS: <u>jean@shannonbaum.com</u>		

ACKNOWLEDGEMENT OF AMENDMENTS	
The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:	
Amendment No./Date <u>1 4-10-20</u>	Amendment No./Date
<u>2 6-3-20</u>	

<u>D. Jean Baum, President</u>	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
<u>D. Jean Baum</u>	<u>6-10-20</u>
SIGNATURE OF ABOVE PERSON:	DATE:

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT:

YOUR CONTRACT NUMBER IS:

1110132

MONTGOMERY COUNTY, MARYLAND

BY Andrew McDermott10/9/2020

PRINTED NAME OF CONTRACTING OFFICER

SIGNATURE OF CONTRACTING OFFICER

AWARD DATE

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

QUOTATION SHEET

See Provisions 6.2 & 6.3 of Section D- Specifications/Scope of Work

Item Number	Description	Estimated Annual Quantity	Unit Price	Extended Price
1.	Furnish and Install Street Name Sign Assembly with Single-Post	50 / ea.	\$ <u>159.00</u> =	\$ <u>7950.00</u>
2.	Furnish and Install Traffic Sign Assembly with Single-Post	200 / ea.	\$ <u>140.00</u> =	\$ <u>28,000.00</u>
3.	Furnish and Install Combined Street Name Sign/Traffic Sign Assembly with Single-Post	50 / ea.	\$ <u>161.00</u> =	\$ <u>8050.00</u>
4.	Furnish and Install Traffic Sign Assembly with Two Posts	40 / ea.	\$ <u>255.00</u> =	\$ <u>10,200.00</u>
5.	Furnish and Install Combined Street Name Sign/Traffic Sign Assembly with Two Posts	15 / ea.	\$ <u>300.00</u> =	\$ <u>4500.00</u>
6.	Furnish and Install Traffic Sign Assembly with Three Posts	10 / ea.	\$ <u>295.00</u> =	\$ <u>2950.00</u>
7.	Furnish and Install Street Name or Traffic Sign on Streetlight Pole, Utility Pole, or Signal Pole	25 / ea.	\$ <u>145.00</u> =	\$ <u>3625.00</u>
8.	Repair, Remove, Modify, or Replace Existing Single-Post Sign Panel (sign only)	25 / ea.	\$ <u>60.00</u> =	\$ <u>1500.00</u>
9.	Repair, Remove, Modify, or Replace Existing Two-Post Sign Panel (sign only)	15 / ea.	\$ <u>65.00</u> =	\$ <u>975.00</u>
10.	Repair, Remove, Modify, or Replace Existing Three-Post Sign Panel (sign only)	5 / ea.	\$ <u>70.00</u> =	\$ <u>350.00</u>
11.	Remove, Replace, or Relocate Existing Single-Post Sign Assembly (sign & post)	25 / ea.	\$ <u>155.00</u> =	\$ <u>3875.00</u>
12.	Remove, Replace, or Relocate Existing Two-Post Sign Assembly (sign & posts)	10 / ea.	\$ <u>255.00</u> =	\$ <u>2550.00</u>
13.	Remove, Replace, or Relocate Existing Three-Post Sign Assembly (sign & posts)	5 / ea.	\$ <u>325.00</u> =	\$ <u>1625.00</u>
14.	Drill Post Hole in Concrete	30 / ea.	\$ <u>65.00</u> =	\$ <u>1950.00</u>
15.	Fabricate, Furnish, and Install various sizes of Street Name/Traffic Sign panels on existing post	5000 / sq. ft.	\$ <u>16.00</u> =	\$ <u>80,000.00</u>
16.	Fabricate and Furnish various sizes of Street Name and Traffic Sign panels (no installation)	500 / sq. ft.	\$ <u>15.00</u> =	\$ <u>7,500.00</u>
17.	Fabricate and Furnish Rustic Road logo, Page F6 of Attachment F	200 / ea.	\$ <u>2.00</u> =	\$ <u>400.00</u>
AGGREGATE BID AMOUNT (ITEMS 1 THROUGH 17)				\$ <u>166,000.00</u>

REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. The County will evaluate equally, regarding time of delivery, bids that propose delivery of each quantity of the goods or service within the required delivery period specified below. Bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule only if it offers delivery in the same or less time than the required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the required delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

(number of calendar days after receipt of a purchase order or release against a blanket purchase order)

ITEM NO.	QTY	DELIVERY REQUIRED BY COUNTY	BIDDER'S PROPOSED DELIVERY
1-17		14 Calendar Days	Calendar Days

Contact Person for Questions Concerning the Bid: D. Jean Baum

Office Phone # 410-781-4000

Cell Phone # 410-913-7348

Fax # 410-781-4673

Email Address jean@shannonbaum.com

Contact Person for Placing Orders: D. Jean Baum

Office Phone # 410-781-4000

Cell Phone # 410-913-7348

Fax # 410-781-4673

Email Address jean@shannonbaum.com

Credit Card – Please check if your company accepts MasterCard ☒

Subcontracting – If you will be using subcontractor to perform any of the work listed herein, please provide the following information:

Portion of Work: NO subs

Name of Subcontractor: _____

Address: _____

Telephone # _____

Notice to Bidders

Invitation for Bids # 1110132 for

Furnishing and Installation of Street Name and Traffic Sign Assemblies

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to this law, then Item #27, under Section A, "Services Contract", on page 4, and "Wage Requirements Certification", under "Mandatory Submissions: (a) Bid Submissions," on page B, will be marked. And, in this event, the "Requirements for Services Contract Addendum" should be attached.

If this solicitation is subject to the Wage Requirements law, then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form" (see forms near the end of this document), must be completed and submitted with your bid. If you fail to submit and complete the required material information on the form(s), your bid may be unacceptable under County law and may be rejected for nonresponsiveness.

As noted in Attachment "C" (Section A on Page C2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees and all subcontractor's employees governed by the Wage Requirements Law, for each payroll period, to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and each subcontractor's employee: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note, the information pertaining to the Wage Requirements law that is contained in Attachment C. Note that for services contracts, you can find the current mandatory per-hour wage rate payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov/WRL).

MONTGOMERY COUNTY, MARYLAND
INVITATION FOR BIDS
GENERAL INFORMATION

NOTE TO POTENTIAL BIDDERS:

Your bid is to be returned in a sealed envelope that should be at least 9-1/2" x 12-1/2" in size, and is to be clearly marked with the IFB number, the Opening Date, and the Opening Time. The County will not be responsible for premature or late opening of a bid that is improperly addressed or identified. Bids must be received at the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, MD 20850-4166 prior to the date and time specified in the attached solicitation.

The County will not accept bids it receives by fax or email. All faxed or emailed bids will be returned to the bidder.

Please note:

- The **Name and Signature Requirements** sections located on the Solicitation, Bid, and Award Sheet. **Failure to sign your bid as required may be cause for your bid to be deemed nonresponsive.**
- The **Mandatory Bid Submissions** on Page B. The checked items must be submitted with your bid. **Failure to submit the mandatory bid submissions may be cause for your bid to be deemed nonresponsive.**
- The **Method of Award** stated in this solicitation on Page A and Page 1, in Section A, Item #3.

BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT
 ROCKVILLE CENTER, 255 ROCKVILLE PIKE, SUITE 180
 ROCKVILLE, MARYLAND 20850-4166

IFB#:	1110132	OPENING DATE:	April 15, 2020	OPENING TIME:	11:00 AM
FOR:	Furnishing and Installation of Street Name and Traffic Sign Assemblies	ISSUE DATE:	March 12, 2020		

SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES

The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.

1		BID GUARANTEE: A bid guarantee of N/A is required for this bid.
2	<input checked="" type="checkbox"/>	INTENT: A. <input checked="" type="checkbox"/> B. <input type="checkbox"/>
3	<input checked="" type="checkbox"/>	METHOD OF AWARD A. <input type="checkbox"/> B. <input type="checkbox"/> C. <input type="checkbox"/> D. <input type="checkbox"/> E. <input checked="" type="checkbox"/> (other) One contract will be awarded to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bid is determined by the aggregate amount of unit prices extended by the quantities set on the Quotation Sheet. Bidders must bid each item in order to be eligible for an award.
4		OPTIONAL PRE-BID CONFERENCE Date: <input type="text"/> Time: <input type="text"/> Location: <input type="text"/>
5		OR EQUAL INTERPRETATION
6	<input checked="" type="checkbox"/>	QUESTIONS: Technical Contact: Dan Sanayi at 240-777-2131 Dan.Sanayi@montgomerycountymd.gov Non-Technical Contact: Renata Vasileva at 240-777-9932 Renata.Vasileva@montgomerycountymd.gov
7		SAMPLES
27	<input checked="" type="checkbox"/>	SERVICES CONTRACT (see "NOTICE TO BIDDERS" for website of the current wage rate)
28		CONSTRUCTION CONTRACT (see Attachment D)
All provisions in the solicitation, including Section A, numbers 8 through 29, shall be applicable to any contract awarded as a result of this solicitation.		

SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance requirements for this solicitation are listed in Appendix to Section B. These requirements supersede those listed in Provision 21 of the General Conditions between County and Contractor)

SECTION C – SPECIAL TERMS AND CONDITIONS

The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.

1		ADD OR DELETE
2	<input checked="" type="checkbox"/>	ANNUAL PRICE ADJUSTMENT A. <input type="text"/> Commodity/Service Group: B. <input checked="" type="checkbox"/> All Items
3		CATALOG DISCOUNT PRICES
4		CATALOG/PRICE LIST REQUIREMENTS
5		CERTIFICATE OF ORIGIN
6	<input checked="" type="checkbox"/>	CLEANING OF SITE
7	<input checked="" type="checkbox"/>	CONTRACT ADMINISTRATOR: The designated Contract Administrator is Dan Sanayi at 240-777-2131 or dan.sanayi@montgomerycountymd.gov
8	<input checked="" type="checkbox"/>	CONTRACT TERM <input checked="" type="checkbox"/> A. <input type="checkbox"/> B. Other: <input type="text"/>
9		CONTRACT VALUE
10		CONTRACTOR RESPONSE
11	<input checked="" type="checkbox"/>	CORRECTION OF WORK AFTER FINAL PAYMENT
12		CORRECTION OF WORK BEFORE FINAL PAYMENT
13		DAMAGE/SHORTAGE
14		DEALER STATUS
15	<input checked="" type="checkbox"/>	DELAYS AND EXTENSION OF TIME
16	<input checked="" type="checkbox"/>	DELIVERY INSTRUCTIONS
17	<input checked="" type="checkbox"/>	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18		EQUIPMENT PREPARATION

19		ESTIMATES
20	<input checked="" type="checkbox"/>	FAILURE TO PERFORM/DELIVER
21		HEAVY DUTY
22	<input checked="" type="checkbox"/>	<p>INVOICES</p> <p>Dan Sanayi Montgomery County Government Division of Traffic Engineering and Operations 100 Edison Park Drive, 4th Floor Gaithersburg, MD 20879 Phone (240)-777-2131</p> <p>All true and correct copies of invoices and all inquiries regarding payment must be directed to the above address. Failure to comply with this requirement may delay payment.</p>
23		LABOR COSTS
24		MANUALS
25	<input checked="" type="checkbox"/>	MATERIAL AND WORKMANSHIP
26		MATERIALS
27	<input checked="" type="checkbox"/>	METHOD OF ORDERING
28		MULTIPLE AWARDS
29	<input checked="" type="checkbox"/>	NET PRICES
30	<input checked="" type="checkbox"/>	NEW MATERIALS
31		OPTION TO INCREASE QUANTITIES
32	<input checked="" type="checkbox"/>	ORDERING TERMS
33		PARTS/SERVICE
34		PAYMENTS
35	<input checked="" type="checkbox"/>	<p>PERFORMANCE BOND: The recommended Primary Awardee must submit a Performance Bond in the amount of \$25,000. See Attachment I.</p>

[illegible]

MANDATORY SUBMISSIONS:

a. BID SUBMISSIONS:

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation must be submitted with your bid reply:

XX "SOLICITATION, BID AND AWARD SHEET" (including page E, and pages E-1 through E-2 Quotation Sheet(s))

XX Wage Requirements Certification (see “NOTICE TO BIDDERS” for website providing the current wage rate) and (See Attachment C)

Failure to submit the mandatory bid submissions may be cause for your bid to be deemed nonresponsive.

(Bidders Must Complete the **NAME & SIGNATURE REQUIREMENTS** in Part II on the Solicitation, Bid and Award Sheet, Page E)

b. AWARD SUBMISSIONS:

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation, must be submitted within ten (10) working days after the date of the County's written notification of Intent to Award a Contract:

XX Minority, Female, Disabled Person Subcontractor Performance Plan. (Attachment B), If requested in the Intent to Award notice.

XX Performance Bond. (See Page B, Provision C.35; Page 11, Provision C.35; and Attachment I).

Certificate of Insurance (see Mandatory Insurance Requirements contained in Appendix to Section B).

XX Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your bid price.

XX Wage Requirements Certification of Posting Notice

Failure to submit information in a timely manner as indicated may be cause to consider the Bidder non responsible.

OPTIONAL SUBMISSIONS

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation, are **requested to be submitted with your bid reply**:

Minority, Female, Disabled Person Subcontractor Performance Plan (See Attachment B)

XX (To ensure a contract can move forward as a result of this solicitation, the plan needs be submitted with your bid.)

XX Mid-Atlantic Purchasing Team Rider Clause (See Page D)

XX References (See Below)

XX Minority Business Program & Offeror's Representation (Attachment A)

REFERENCES (at least three are requested to be submitted)

If references are required (see Optional Submissions section) for this solicitation, please provide them to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

If you do not include them with your bid submission, and you are one of the three low bidders, you may be required to submit references within ten (10) days notice from the County. Failure to provide the County with references within that time frame may result in the Bidder being ruled nonresponsive or nonresponsive by the Director, Office of Procurement or his/her designee and the forfeiture of your bid guarantee (if applicable).

1. Name of Firm: Montgomery County
 Address: 100 Edison Park Dr 4th Floor City: Gaithersburg ST: MD Zip: 20898
 Contact Person: Dan Sawayi Phone: 301-279-1391
 Email Address: Yazdan.Sawayi@montgomerycountymd.gov
2. Name of Firm: Baltimore County
 Address: 400 Washington Ave City: Towson ST: MD Zip: 21204
 Contact Person: Dave Graft Phone: 410-887-8602
 Email Address: dgraft@baltimorecountymd.gov
3. Name of Firm: Prince Georges County
 Address: 14741 Gov. Owen Bowie Dr City: UPPER MARLBORO ST: MD Zip: 20772
 Contact Person: Steve Windsor Phone: 301-499-8592
 Email Address: swindsor@co.pg.md.us

MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE****A. Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

B. Contract Agreement

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractor(s). There shall be no obligation on the part of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

C. A negative reply will not adversely affect consideration of your bid.**D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)****E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.****F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

G. Notification and Reporting

The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Howard County Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annapolis City	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anne Arundel County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anne Arundel Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Water Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Baltimore City	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Baltimore County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	MD-National Capital Park & Planning Comm.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BRCPC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carroll County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carroll County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charles County Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charles County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Fredericksburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Govt. & Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Auth.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	University of the District of Columbia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Govt., Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Auth.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Harford County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Harford County Schools			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Howard County			

Shannon-Baum Sup Inc
Vendor Name

**MONTGOMERY COUNTY, MARYLAND
OFFICE OF PROCUREMENT**

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

(Numbers 1-7, 26, 27 and 28 are subject to selection on Bid Cover Sheet)

1. BID GUARANTEE

A Bid Guarantee (Bid Bond, Certified or Treasurer's Check, or Irrevocable Letter of Credit), must be enclosed and accompany each Bid and be duly executed by the Bidder as a principle, and made payable to Montgomery County. See the Bid Cover Sheet for the amount required for the Bid Guarantee for this particular bid. Bid Guarantees, other than Bid Bonds, will be returned to all except the three (3) lowest bidders within 15 days after the formal opening of Bids, and the remaining Guarantees will be returned to the three lowest bidders within 5 days after the County and the accepted Bidder(s) have executed the contract(s). If no contract has been executed within the time specified herein, the Bidder may request the return of the Bid Guarantee. The County reserves the right of approval of any instrument offered as Bid Guarantee.

2. INTENT

- A. The Intent of this Invitation for Bids is to establish a Fixed Price or Rate of Discount Contract for the purchase of goods/services for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.
- B. The Intent of the Invitation for Bids is to establish a Time and Materials Contract(s) with a responsible Contractor(s) to complement County forces at various County facilities, as may be required and as may be directed by the Director, Office of Procurement, and as called for in the SCOPE OF WORK statement(s) attached. All work shall be performed by a Specialty Contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and makes available for this purpose, a regular force of skilled workmen.

3. METHOD OF AWARD

- A. The contract will be awarded to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bidder is determined by the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheet. Bidders must bid each item in order to be eligible for an award.
- B. The contract will be awarded by group to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bid is determined by the aggregate amount of the unit prices extended by the quantities set forth in each group on the Quotation Sheet. Bidders must bid each item within a particular group in order to be eligible for an award for the group itself.
- C. The contract will be awarded to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bidder is determined by the lowest unit price bid.
- D. The contract will be awarded by line item to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement.
- E. The contract will be awarded by any other Method of Award as stated on the Bid Cover Sheet.

Regardless of which Method of Award is selected for this bid (Items A-E), THE DIRECTOR, OFFICE OF PROCUREMENT, reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Additionally, bidders are hereby notified that the Montgomery County

Code, Section 11B-56 concerning the procurement of recycled materials and supplies is applicable to this solicitation. The Code requires, where practicable, procurement by the County of materials and supplies recycled from solid waste, and authorize the use of a percentage price preference. The percentage price preference for this solicitation is stated on the Bid Cover Sheet of this particular bid.

Recycled Material as defined by Section 11B-56 means "material recovered from or otherwise diverted from the waste stream, including recycled paper. It includes post-consumer waste, industrial scrap material and obsolete inventories..." A percentage price preference means "the percentage by which a responsive bid from a responsible bidder whose product contains recycled materials (or a greater use of recycled materials) may exceed the lowest responsive bid submitted by a responsible bidder whose product does not contain recycled materials (or a lesser use of recycled materials)."

Bidders offering recycled products as defined by the County Code are cautioned that in order to be eligible for the price preference, the County must be aware at bid opening that the product being offered is recycled. Failure to provide specifications and/or other documentation at bid opening indicating that the product being offered is recycled may result in the bidder not receiving the price preference.

Bidders are also advised that a decision on use of a specification for a good containing recycled materials or a percentage price preference is within the sole discretion of the County and may not be appealed.

Bidders are hereby notified that the Montgomery County Code Sections 11B-1 and 11B-9, are amended by the Reciprocal Local Preference and is applicable to this solicitation:

https://www.montgomerycountymd.gov/council/resources/files/lms/bill/2014/Signed/pdf/1386_934_Signed_04062017.pdf

4. OPTIONAL PRE-BID CONFERENCE(S)

One or more optional Pre-Bid Conference(s) will be held. It is optional, though highly recommended that prospective bidders attend the pre-bid conference(s). For information regarding the date, time, and place of the conference(s), see the Bid Cover Sheet.

5. OR EQUAL INTERPRETATION

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly states in the spaces provided in the Quotation Sheet what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

6. QUESTIONS

All technical and non-technical questions pertaining to this Invitation for Bids should be directed to the individuals whose names are indicated on the Bid Cover Sheet.

7. SAMPLES

When samples are required it will be so indicated. Samples must be submitted so as to arrive at the designated location prior to the opening of bids and must be identified with the NAME OF BIDDER, BID NUMBER AND BID ITEM NUMBER. Failure to properly identify samples may cause bid to be considered nonresponsive. Samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate samples in examination for specification or performance compliance without charge from bidder. Samples may be removed within ten (10) days

after award. Samples may at the County's option be retained for the life of any subsequent contract period.

8. ACCEPTANCE TIME

By submission of an offer under this solicitation, the offeror agrees that the County has 120 days after the opening date in order to issue an award. The County reserves the right to reject, as nonresponsive, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the Offeror, the acceptance time for the Offeror's bid may be extended.

9. ALTERNATE OFFERS

Bidders must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the item or items bid upon to be considered non-responsive and rejected.

10. AWARD OR REJECTION OF BID

- A. Failure to enclose and submit requested data, surety, or other documents in the sealed bid return envelope as may be required herein may be cause for rejection of the bid.
- B. The County reserves the right to accept or reject any or all bids, or portion thereof, to give an offeror an opportunity to cure any deficiency resulting from a minor irregularity in a bid or to waive the deficiency, whichever is to the advantage of the County, and to award the Contract in the best interest of the County. The decision of the Director with respect to whether a defect is a minor informality is made in the sole discretion of the Director and is not subject to review and may not be challenged by a bidder.
- C. Conditional or qualified bids are subject to rejection.
- D. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

11. BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

12. BID PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Office of Procurement: (a) within ten (10) calendar days after the Director, Office of Procurement, publicly posts the proposed contract award, if the bidder seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the submission date for bids, if the bidder seeks as a remedy the cancellation or amendment of the solicitation. **Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Montgomery County Government". The Director, Office of Procurement, may return the filing fee to the protesting bidder, if the protest is sustained.** The Director, Office of Procurement, must dismiss any protest not timely received.

Only an "aggrieved" bidder may file a protest. Aggrieved means that the bidder who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked bidder is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked bidders or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address, email address, fax and telephone numbers of the protesting offeror; a statement supporting that the bidder is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the bidder

contends supports the protest. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the bidder making the protest.

13. BID WITHDRAWAL/MODIFICATION

Bids may be withdrawn or modified upon receipt of a written request received before the time specified for bid opening date and time. Requests to withdraw or modify a bid received after a bid opening date and time will not be

considered.

14. BIDDER'S PAYMENT TERMS

The County will reject as nonresponsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount conditioned on a thirty-day or greater payment basis will be utilized to recalculate prices for purposes of the Method of Award process for price only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

15. BIDS

Sealed Bids are hereby solicited, to be opened in Suite 180, Rockville Center, 255 Rockville Pike, Rockville, MD 20850, for the purchase of Supplies, Material, Equipment, and/or Services in accordance with the Instructions, Terms, Conditions and Specifications and/or scope of work set forth in this Invitation. Bids are to be returned in a sealed envelope which should be at least 9 1/2" X 12 1/2" in size, and be clearly marked with the IFB number, opening date, and the opening time. Bids received after the time specified will not be considered and will be returned unopened to the bidder. The County will not be responsible for premature or late opening of bids improperly addressed or identified.

Information regarding the bid results (apparent low bidder) for this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at:

<http://www.montgomerycountymd.gov/PRO/Awardee.html>

16. ERRORS IN BIDS

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bids before submitting the bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.
- B. The unit price will govern in the event of a discrepancy between the unit price bid and the extended price.
- C. The sum of the extended prices will govern in the event of a discrepancy between the aggregate total bid and the extended prices.
- D. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

17. JOINT PROCUREMENT (Optional Use of the Contract)

The following entities within Montgomery County must be able to purchase directly from contracts resulting from this solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County.

While this IFB is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and goods and/or

services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction above will be solely responsible for and contract directly with the bidder under the jurisdictions own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

18. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority, Female, Disabled Person (MFD) Procurement Program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, and Disabled-Person Subcontractor Performance Plan").

19. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County and Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

20. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

21. PROMPT PAYMENT DISCOUNT TERMS

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

22. PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective bidders that the County has unlimited data rights regarding bids submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter.

It is the responsibility of the bidder to clearly identify each part of his/her offer that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The bidder

agrees, with regard to any portion of the bid that is not stamped "proprietary" or "confidential" that it believes, and expressly permits, the County to deem it not to be proprietary or confidential.

23. PUBLIC POSTING

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list located in the Office of Procurement, Rockville Center, 255 Rockville Suite 180, Rockville, Maryland 20850.

The time period for appeal contained in Section 11B-36 commences THE DAY FOLLOWING the date of the posting.

It is the responsibility of the offerors to keep informed of the current status of any proposed awardees for contracts in which they are interested, as per Section 3.2.2 of the Procurement Regulations.

Information regarding the proposed awardee(s) under this bid or any bid issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:

<http://www.montgomerycountymd.gov/PRO/Awardee.html>

24. QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services on which they are submitting a bid, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract. The County may visit and inspect any prospective Contractor's use of a Subcontractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract. In both instances above, the information gathered on the visit and inspection on the Contractor or its Subcontractor(s) may be used by the County to determine the responsibility of a Bidder.

If so requested, a bidder may be required to submit information about its reputation, past performance, business, and financial capability, and other factors that demonstrate that the bidder is capable of satisfying the County's needs and requirements for this solicitation.

25. SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Bidders are responsible for checking the website at <http://www.montgomerycountymd.gov/PRO/solicitations.html> periodically to remain informed of any solicitation amendments.

OFFERORS MUST ACKNOWLEDGE RECEIPT OF SUCH

SOLICITATION AMENDMENTS, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of Bids. UNLESS A WAIVER IS GRANTED, OFFERORS THAT DO NOT

TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:

- (a) by sending the amendment separately to the Office of Procurement prior to the due date and time.
- (b) by acknowledging receipt of the amendment on the Solicitation, Bid, and Award sheet submitted.
- (c) by a signed statement that the amendment is acknowledged which indicates the solicitation and amendment numbers, and is submitted with the bid or prior to the bid due date and time.

A waiver may be granted by the Director, Office of Procurement, if

it is deemed to be in the County's best interest. No waiver may be granted, however, until the offeror states in writing that the offeror will be bound by any substantive changes made by the amendment to the terms of the solicitation. If an offeror desires to change an offer that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers, and which is received at the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

26. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror, in response to a request, will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

27. SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to the General Conditions of Contract between County and Contractor" and its companion documents entitled "Wage Requirements Certification" and "501(a)(3) Non-profit organization/s Employee's Wage and Health Insurance Form). If a bidder fails to submit and complete the required material information on the Wage Requirements Certification form, its bid may be deemed unacceptable under County law and may be rejected for nonresponsiveness.

28. PREVAILING WAGE (County Code §§11B-33C and 20-75)

The Wage Law applies to all construction contracts. Under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

29. TIE BIDS

In conjunction with the bid's selected method of award (Section A.3.), tie bids will be resolved by making a proposed award of the contract(s) to the bidder who has its principal place of business in Montgomery County, Maryland. If bids are still tied, then the tie will be resolved in accordance with the criteria in the order stated under Procurement Regulation 4.1.1.4(e).

(Section A: Items 1 - 29, Revision Date 03/2018)

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary

and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The 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.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardes/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. ~~The County has the right to use and reproduce any~~ documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52(a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52(b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52(c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County

Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any

verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	Up To 50	Up To 100	Up To 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attach.
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attach.
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attach.
Certificate Holder				
Montgomery County Maryland (Contract #)				
Office of Procurement				
255 Rockville Pike, Suite 180				
Rockville, Maryland 20850 4166				

*Professional services contracts only

TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

	Up To 50	Up To 100	Up To 1,000	Over 1,000
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attach.

Certificate Holder
Montgomery County Maryland (Contract #)

Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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 County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County 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 County, 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 contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of

race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain

substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The 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 the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45, REVISED 3/1/2018

THIS PMMD-45 MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION C - SPECIAL TERMS AND CONDITIONS

(Subject to selection on Bid Cover Sheet)

1. ADD OR DELETE

During the contract term, the County shall have the right to add or delete facilities to be served as may be considered necessary or desirable.

In the event the facilities are added, (except as provided herein) a mutually acceptable price for the routine service will be negotiated in a manner consistent with the contract terms. No payment will be made for facilities deleted.

2. ANNUAL PRICE ADJUSTMENT

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment after this one-year period, is subject to the following:

- ◆ Approval or rejection by the Director, Office of Procurement or designee.
- ◆ Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- ◆ Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- ◆ May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the Bid Cover Sheet.

- ♦ The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
Should be effective sixty (60) days from the date of receipt of the contractor's request.
- ♦ Must be executed by written contract amendment.

3. CATALOG DISCOUNT PRICES

Prices are to be quoted in terms of Percentage Discount from a Current Price List, inclusive of all charges for delivery as specified herein. "List" shall be manufacturer's published catalogs and price lists and/or Contractor's own published catalogs and price lists. Sources of "List Prices" are to be clearly described on the Quotation Sheet.

Price increases as may be reflected in newly published price lists will be honored upon notification in writing and approval of the Director, Office of Procurement or the designee. The discount quoted shall remain firm for the entire contract period.

4. CATALOGS/PRICE LIST REQUIREMENTS

It will be the responsibility of the successful Contractor to provide current, complete manufacturer's catalogs including current styles, models, numbers, and latest published price lists within ten (10) working days of written notification of the County's intent to award a contract. Such material must be provided before finalization of any documents.

Should the vendor fail to provide such materials, the County may consider the bidder as nonresponsive and proceed with award of contract to next lowest responsive bidder.

5. CERTIFICATE OF ORIGIN

Certificate of origin must be submitted with delivery of units. Units delivered without Certificate of Origin and Owner Warranty will not be accepted.

6. CLEANING OF SITE

The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, and tools, equipment, machinery and surplus materials shall be removed from and about the project (job). All building surfaces and work areas are to be left "broom clean."

7. CONTRACT ADMINISTRATOR

A Contract Administrator shall be designated by the Director, Office of Procurement or authorized representative. Along with the duties and responsibilities outlined in Provision 6 – Contract Administration of the General Conditions for Contract between County and Contractor, the Contract Administrator shall be responsible for:

- A. Instructing the Contractor of the details of work required including the labor and the material/equipment to be used;
- B. Approving the Contractor's maintained record of time and material used for the job. The Administrator must sign and date these records;
- C. Approving the rental of equipment and/or tools that may be considered "not customary" to the trade;
- D. Inspecting all work performed and authorizes payment upon acceptance.

The designated Contract Administrator for the Department of Transportation is Dan Sanayi, 100 Edison Park Dr, 4th floor, dan.sanayi@montgomerycountymd.gov, and telephone number 240-777-2131. The Contract Administrator for any other department will be listed on the Purchase Order or the Contract Amendment.

8. CONTRACT TERM

- A. The term of the contract is for 1 year from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for 2 additional one-year periods.

- B. The contract term shall be for the period of time as stated on the Bid Cover Sheet.

9. CONTRACT VALUE

This is a Requirements Contract for providing a readily available source to serve at the County's discretion for the services specified. The estimated annual expenditure for such requirements as stated on the Quotation Sheet, represents only the County's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure.

In addition, any jobs estimated to exceed \$15,000.00 will not normally be performed under this contract and, instead, may be subjected individually to competitive bidding procedures. Such determination will be made by the Director, Office of Procurement, when determined to be in the County's best interest.

10. CONTRACTOR RESPONSE

In an emergency situation, the Director, Office of Procurement or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to affect repairs/replacement as required. This provision will be used only during a declared Federal, State of Maryland, and/or local Maryland jurisdiction emergency or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for advising the Contractor of the problem and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

11. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting therefrom, which shall appear or occur within the guarantee period beginning with the date of final payment, or from the date of the County's substantial usage of the project, whichever is earlier. The County shall give notice of observed defects with reasonable promptness.

12. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work condemned by the County as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

13. DAMAGE/SHORTAGE

The County will not accept any new units until all damage has been repaired and factory shortages have been received. The County shall not be liable for any equipment delivered which is damaged, short components, or is not fully prepared for service.

14. DEALER STATUS

Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within ten (10) working days prior to award of the Contract, if so requested by the County at any time during the contract period. Should the Contractor lose dealer status at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation by the County.

15. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of

completion shall be extended for such reasonable time as the County may decide.

16. DELIVERY INSTRUCTIONS

All deliveries are to be made to the locations identified and listed in the bid and are to be coordinated and scheduled with the individuals as indicated.

17. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)

The primary user of this contract will be the Department named on the Bid Cover Sheet. This agency is authorized to use its own internal Job Release System and Financial Department methods. All other users of this contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Office of Procurement.

18. EQUIPMENT PREPARATION

New vehicles/equipment service and preparation, as recommended by the manufacturer, shall be completed by the successful Contractor prior to delivery. Equipment delivered shall be prepared and ready for the designed and intended service use. No dealer identification is to be affixed to any new units.

19. ESTIMATES

Prior to the commencement of work on any requirements, the Contract Administrator and the Contractor will prepare an "Estimate to Complete" containing the following:

- A. Brief description of the work to be performed.
- B. Number of labor hours and types of labor.
- C. Material cost estimate.
- D. Estimated completion date.

All estimates must be signed and dated by the Contract Administrator and the Contractor, and reference the contract number. A copy of the estimate must be sent to THE DIRECTOR, OFFICE OF PROCUREMENT; labeled "File with Contract."

20. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

21. HEAVY DUTY

The term "heavy duty" shall be interpreted to mean, "the item shall be designed for unusual strain and/or severe service."

22. INVOICES

All true and corrected invoices and all inquiries regarding payment are to be sent to the Contract Administrator listed above on the bid cover. **Failure to promptly comply with this requirement must delay payment.**

23. LABOR COSTS

The labor costs for other than normal straight time shall be billed to the County in accordance with labor agreements or the effective company policy. Said labor costs shall be adjusted to reflect only those actual costs paid or accrued by the Contractor and shall include the same rate percent (%) of profit as is included in the straight time labor rate.

24. MANUALS

The Contractor shall provide a minimum of two (2) copies of Operator's Manuals and one (1) copy each of Shop Manual and Parts Manual to be furnished upon delivery of the units.

25. MATERIAL AND WORKMANSHIP

The work shall be under the general direction of the Contractor but subject to the inspection of the Contract Administrator, or the authorized representative, who may require the Contractor to correct defective workmanship and materials without cost to the County.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

26. MATERIALS

The County reserves the right to furnish any or all materials for work under this contract. Normally, the Contractor will furnish required materials. Materials supplied by the Contractor shall be at Contractor's Cost including, if appropriate, material handling costs as part of material costs, shall include only costs clearly excluded from the Labor Hour rate. Material handling cost may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. Contractor's charges for materials shall be based on established Catalog or List Price in effect when material is furnished, less all applicable discounts and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

27. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1, of each year, as provided by the Montgomery County Code.

28. MULTIPLE AWARDS

In the event of multiple awards resulting from this solicitation, the contract period will approximate one (1) year, as it is the County's intent that all contracts awarded under this solicitation terminate on the same date.

29. NET PRICES

Prices are net, inclusive of all charges for transportation FOB Destination, freight prepaid and allowed, and inside delivery, and all other charges necessary for performance under the Contract. Prices are less Federal, State, and Local taxes.

30. NEW MATERIALS

Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

31. OPTION TO INCREASE QUANTITIES

Montgomery County reserves the right, at its option, to increase the quantities for any item awarded, not to exceed 100% of the quantities shown on the Quotation Sheet(s). The County reserves the right to purchase additional units within the date shown by the bidder on the Quotation Sheet(s), or within six (6) months of the date that the initial award is made, whichever is later. The Contractor agrees to accept such increases at the same unit prices as provided in the initial contract for the initial quantities. No guarantee of purchases of any specific quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

32. ORDERING TERMS

Orders for goods/services that are placed before the expiration of the contract term and are to be started and/or completed before the expiration of the contract are to be honored with all terms, conditions, and prices of the Contract in effect until the final delivery of goods and/or completion of the work is made and accepted by the County.

33. PARTS/SERVICE

To best serve the needs and interests of Montgomery County, it is the intention of these specifications to secure bids only on units which can be efficiently maintained and serviced without the necessity of the County

stocking expensive parts, or being subject to the inconvenience of frequent and/or long periods of interrupted service due to non-availability of parts. Bidders shall specify nearest location of parts depots from which parts may be obtained at any time during the day or night.

34. PAYMENTS

Payment shall be made upon submission of invoices in four (4) copies on a monthly basis, by the first day of the month, for all work performed during the previous month. Invoices are to be supported by records of "Time and Material", with the approval signature of the Contract Administrator (or designee). Material prices shall be subject to verification. A copy of paid receipts for material/equipment used or installed for each job performed shall be submitted with invoice only when material purchased for a specific job is of a major cost and when such record is requested by the Director, Office of Procurement.

35. PERFORMANCE BOND

No contract shall exist until the County receives a duly executed Performance Bond (or Certified or Treasurers Check or Irrevocable Letter of Credit) prepared on an approved form in the amount indicated on the Bid Cover Sheet. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next lowest responsive bidder. The County reserves the right of approval of any instrument offered as a Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this agreement.

36. (This provision has been intentionally left blank)

37. PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the Contractor, Contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor or subcontractor's employees.

38. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

39. PURCHASE ORDERS/JOB RELEASES

Prior to the commencement of work, THE DIRECTOR, OFFICE OF PROCUREMENT or authorized representative, shall authorize each project (job). Such authorization shall be in the form of a Purchase Order or Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, estimated value (from Estimate to Complete), and the name of the individual designated as the Contract Administrator.

40. QUANTITIES

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Quotation Sheet. Under the terms of this Invitation for Bids, however, the resultant contract shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

41. SAFETY STANDARDS

The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State Standards.

42. SERVICE

The Contractor must be able to provide a qualified local service facility offering a fixed cost annual maintenance agreement (parts and labor) for on-site repairs. The cost of such Annual Maintenance, the location of the service facility, average response time, and contact person is to be included in the appropriate spaces on the Solicitation, Bid, and Award Sheets.

43. SITE INSPECTION

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them of all provisions contained in the Invitation for Bids. Site inspections may be arranged by calling _____ at _____.

44. TRAVEL TIME

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

45. WARRANTY

The manufacturer shall provide, with the bid submission, a detailed listing of items that will be covered under the provision of warranty. The terms of warranty shall include period of warranty both in mileage and time. In addition, the manufacturer is to provide a list of the number of dealers as indicated on the Bid Cover Sheet, other than the selling dealer, within the stated miles radius of Rockville, Maryland that will provide priority warranty repair.

Appendix to Section B

MANDATORY INSURANCE REQUIREMENTSFurnishing and Installation of Street Name and Traffic Sign Assemblies

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of ***five hundred thousand dollars (\$500,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Traffic Engineering / Dan Sanayi
100 Edison Park, 4th floor
Gaithersburg, Md 20878

SECTION D – SPECIFICATIONS/SCOPE OF WORK**1.0 GENERAL DESCRIPTION AND SCOPE**

This contract requires furnishing labor, equipment, and all materials & hardware necessary to install new, or repair existing street name and traffic signs Countywide. Scope of work as well as type & quantities of the materials needed shall be based on County-issued work orders. Contractor compensation will be strictly based on his/her bid prices for the appropriate pay items listed on the "Quotation Sheet". All materials and labor not specifically referenced in the various pay items, but deemed necessary for successful completion of the work shall be considered incidental and included in Contractor's unit prices for the various pay items. See Sections 6.2 & 6.3 of these specifications for Measurement & Payment.

The new sign assemblies to be installed will generally consist of: 1) aluminum street name and/or traffic sign panels on single post; 2) aluminum street name and/or traffic sign panels to be affixed to existing street light poles or traffic signal poles; 3) traffic sign panels on either two or three posts as directed; and 4) combination street name sign/traffic sign assemblies on either one or two posts as directed. Repairs to existing sign assemblies will consist generally of 1) repairing sign panels; 2) replacing missing sign panels or assemblies; 3) removing existing sign panels and replacing with new sign panels; 4) removing and replacing existing posts; and 5) adding supplemental sign panels, as directed by work orders.

~~All signs shall be fabricated and installed per County-issued work order. The County reserves the right to~~ issue work orders under this contract to the Contractor for installation or repair of other types of signs as the County's needs dictate, and will supply drawings governing placement of such other types of signs as necessary. The installation or repair of such other types of signs that the County may call for will not require the Contractor to expend a level of work effort that is substantially greater than the level of work effort required to install or repair standard roadway signs, although the location standards may differ. The bid unit prices established in the contract shall govern compensation for all work orders.

2.0 GENERAL REQUIREMENTS

All signs and assemblies must be installed in accordance with the following:

- Maryland Manual on Uniform Traffic Control Devices for Streets and Highways (MdMUTCD), latest edition;
- Montgomery County Sign Shop Signing Standards and Procedures Manual (see attachment G);
- These specifications; and
- Work orders and attachments to work orders that will be issued as the work proceeds.

In the event of conflict between the above standards, the work orders and their attachments will take precedence.

2.1 DEFINITION OF TERMS

Sign Panel: An individual sign, such as a Warning Sign, Regulatory Sign, Guide Sign, Street name sign, etc. Traffic sign panels will normally be intended for viewing from only one direction. Street name sign panels will normally be two-sided, with a single street name on each side of the panel.

Sign Assembly: Composed of one or more sign panels mounted individually or as a group on one or more posts.

2.2 MATERIALS

Unless otherwise specified on the work order, the contractor shall supply all materials (including fabricated signs) and hardware necessary to successfully complete the work as called for on the work order. Material supplied by the Contractor shall be at Contractor's cost. Contractor's cost is the actual invoice cost of material to the Contractor from the supplier (Free Onboard Contractor's Facility). Contractor's charges for materials shall be based on established Catalog or List price in effect when material is furnished, less all applicable discounts and in no event shall the price exceed the Contractor's sale price to its most favored customer for the same item in like quality, or the current market price, whichever is lower. No cost will be allowed for sales tax or delivery/shipping charges. The County reserves the right to furnish any or all materials for work performed under this contract.

If there are any materials to be provided by the County as per work orders, the materials will be made available at the Montgomery County Sign and Marking Shop, 1283 Seven Locks Road, Rockville, Maryland. The Contractor shall pick up the County supplied materials between the hours of 7:00 AM and 2:30 PM, Monday-Friday, except County holidays, providing arrangements have been made at least 48 hours in advance by contacting Mr. David Keller, Workforce Leader III, at (240)773-7330. Any excess material shall be returned to the Sign and Marking Shop at no expense to the County. A deduction shall be made from monies due the Contractor for any excess material not returned, at the rate of the cost of the material to the County, plus a 15% handling charge.

The County reserves the right to make minor changes in the specifications of the materials and hardware at any time. Any such changes shall not be cause for any claims against the County.

2.2.1 Posts

"U" Posts - The posts furnished shall be fabricated from hot-rolled, rail carbon steel, or re-rolled rail steel or an equivalent steel, conforming to the mechanical requirements of ASTM Specification A-499-81, grade 60 (hot-rolled carbon steel base and shapes re-rolled from rail steel), and conform to the chemical requirements of ASTM Specification A-1-76 (carbon steel tee rails for rails having nominal weights of ninety-one (91) pounds or heavier per yard). The minimum weight for 8', 10', and 11' posts shall be 2.0 lbs. per foot. The minimum weight for 12' posts shall be 2.5 lbs. per foot.

The posts shall be hot-dipped galvanized in accordance with ASTM A-123 and A-143. The coating shall adhere to the base stock in such a manner as to meet or exceed the requirements of paragraph 9 (b) of ASTM A- 123. The posts shall be designed and fabricated, and the galvanizing process shall be so controlled, as to avoid embitterment during the galvanizing process or any preparation thereof. The maximum deviation from straightness shall not exceed 1/4" inch for any five-foot (5') length of post. Standard type wide-flange, flat face channel, or double ribbed back channel posts, adequate for mounting sign double back to back. Bottom of posts may be tapered or pointed for easy driving. Minimum dimensions for mounting surface for all posts shall be: Front - 3 1/16", Back - 1 5/16". The steel used for fabrication of posts shall be free of surface imperfections, cracks, folds, laps, links, sharp bends, or other defects. Bending or forming shall be done by methods, which will not injure the metal. The posts shall not exhibit any camber or twist. Shearing and punching shall be clean and all burrs and sharp edges or projections shall be removed prior to galvanizing.

The posts shall be pre-punched (all the way through) as follows:

- 1) The 10' posts shall be punched with 3/8" diameter holes on 1" centers along the entire length beginning 1" from top of post.
- 2) The 11' and 12' posts shall have exactly 58 - 3/8" diameter holes on 1" centers beginning 1" from top of post. Posts with more than 58 holes as specified shall not be used.

"Square" Posts - The (tubing) posts, anchors sleeves, and extensions shall be fabricated from hot rolled carbon sheet steel, commercial quality, conforming to ASTM specification A-570, grade 50. The cross section of the (tubing) posts, anchors sleeves, and extensions shall be a square tube formed of sheet steel, carefully rolled, and welded in one corner. Anchor sleeves shall be 3' long. Posts shall be 10', 11', and 12' long. The posts shall be zinc coated and galvanized, in conformance with ASTM Specification A653, coating designation G140. The furnished members shall be straight, smooth and shall have a uniform finish. It shall be possible to telescope each consecutive smaller and larger size of tubing freely with minimum amount of play. The steel used for fabrication of this tubing shall be free of surface imperfections, cracks, folds, laps, links or other defects. Bending or forming shall be done by methods that will not injure the metal. The tubing shall not exhibit any camber or twist. Shearing and punching shall be clean and all burrs, sharp edges, or projections shall be removed prior to galvanizing. Posts and anchors sleeves shall have the following dimensions:

- The posts shall be fabricated of 14-gauge steel, and shall be 2" square
- The 3' anchors sleeves shall be fabricated of 12-gauge steel, and shall be 2 1/4" square
- The 2'0" extensions shall be fabricated of 14-gauge steel, and shall be 1 3/4" square

All holes shall be punched all the way through. The anchors sleeves and extensions shall be punched with 7/16" diameter holes on all four sides, spaced on 1" centers for the full length of each member beginning 1" from top of each member. The Posts shall be punched with 7/16" diameter holes on all four sides, spaced on 1" centers for a length 1" to 60" from the top end of each post and for a length 1" to 12" from the bottom end of each post.

Tolerances:

- Length Tolerance $\pm 1/8"$
- Cross-section Tolerance \pm
 - .008" for 2" X 2" tubing
 - .010" for 2 1/4" X 2 1/4" tubing
- Square ness Tolerance \pm
 - .012" for 2" X 2" tubing
 - .014" for 2 1/4" X 2 1/4" tubing
- Hole Tolerance $\pm 1/64"$
- Straightness Tolerance $\pm 1/16"$ in 3'
- Wall Thickness Tolerance $\pm .011"$, $-.008"$

2.2.2 Sign Panels

Traffic Sign Panels - All traffic sign blanks shall be 5052-H38 or approved equal aluminum alloy which shall be anodized, degreased and etched. Edges shall be smooth and free of burrs and sharpness. There shall be four standard thicknesses (gauges) for sign blanks; .063", .080", .100", and .125". The thickness required for the various size blanks shall be:

1. .063" Thick: 6" x 12", 6" x 24", 6" x 30", 6" x 36", 9" x 12", 9" x 30", 9" x 42", 9" x 48", 12" x 9", 12" x 12", 12" x 18", 12" x 24", 12" x 48", 18" x 6", and 18" x 18".
2. .080" Thick: 6" x 18", 12" x 36", 12" x 42", 12" x 28", 15" x 21", 18" x 24", 18" x 48", 18" x 72", 18" x 84", 18" x 96", 24" x 24", 24" x 30", 24" x 36", 24" x 48", 24" x 72", 30" x 24", 30" x 30", 30" x 36", 30" x 42", 30" x 48", 30" x 60", 36" x 12", 36" x 24", 36" x 36", 36" x 48", 36" x 72", 36" x 84", 36" x 96", 48" x 48".
3. .100" Thick: 9" x 42", 12" x 42", 12" x 48", 24" x 48", 24" x 60", 30" x 42", 30" x 48", 36" x 36", 42" x 30", 48" x 36", 36" x 48", 36" x 36" x 48" Pennant, 48" x 24".

4. .125" Thick: 18" x 72", 18" x 84", 18" x 96", 30" x 60", 36" x 72", 36" x 84", 36" x 96", 48" x 48", 48" x 72", 48" x 96", 60" x 96".

Corners shall be rounded, die-cut, and have radius dimensions as shown on the drawings in Attachment E. Some sign panel sizes/shapes shall have all or some non-rounded corners, as noted on the drawings. Sign panel sizes for which no drawing is included shall have radius corners with dimensions as specified by the County at time of work order issuance. (There are no drawings available for the following signs: .063" thickness: 9" x 30", 9" x 42", 9" x 48", 12" x 48", .080" thickness: 6" x 18", 12" x 42", 12" x 48", 18" x 48", 18" x 72", 18" x 84", 18" x 96", 24" x 48", 24" x 72", 30" x 42", 30" x 48", 30" x 60", 36" x 36", 36" x 48", 36" x 72", 36" x 84", 36" x 96", 48" x 48"; 0.100" thickness: 9" x 42", 24" x 60", 36" x 36" x 48" pennant, 42" x 30", 48" x 36"; and, 0.125" thickness: 48" x 72", 48" x 96", 60" x 96". Drawings for signs which are not included in this solicitation will be sent to the contractor at time of work order issuance. The drawings will include specification for corner radii and holes locations on the blanks. Mounting holes shall be 3/8" diameter and shall be drilled or punched in the number and exact locations as shown on the drawings in Attachment E. Sign panels of certain sizes shall be supplied without holes, as noted on the drawings. Sign panel sizes for which no drawing is included shall have mounting holes in locations as specified by the County at the time of work order issuance.

Bus Stop Sign Panels - All blanks shall be 5052-H38 or approved equal aluminum alloy that shall be anodized, degreased and etched. Thickness shall be .063 inches for 12" x 12" blanks. ALL 12" X 12" shall have 3/4" radius rounded corners die cut. All edges must be free of burrs and sharp edges. Mounting holes shall be 3/8" diameter and drilled or punched in the blanks.

Street Name Sign (SNS) Panels - All SNS blanks shall be 5052-H38 or approved equal aluminum alloy which shall be anodized, degreased and etched. Panels shall be 0.125" thick and have height of 9". Length of blanks shall be as specified, from 24" to 48" in six-inch increments. Corners shall be die cut 3/4" radius. No mounting holes shall be drilled or punched.

SNS Mounting Brackets

1. **GENERAL REQUIREMENTS** - Bidders shall include descriptive literature, photos, scale drawings, etc., with their bid, or within ten (10) calendar days after notification from the county, so as to enable a comparison of the brackets offered with the specifications. Furthermore, the County reserves the right to require the submittal of a sample of the product prior to award to assure that the brackets offered meet the specifications and requirements of the County.
 - a. All brackets shall be cast of high strength aluminum alloy No. 380 under 400 tons of pressure with a minimum tensile strength of 49,000 PSI or approved non-corrosive alternate.
 - b. All brackets, after casting, shall be degreased, tumbled and polished to a low sheen smooth finish to assure resistance to the accumulation of dirt and weather borne deposits which might wash down upon the sign(s) and cause premature defacement of the sign(s).
 - c. All sign slots (grooves) shall have no ruffling so as to assure level non-leaning sign installation, and shall be 7/8 inches deep.
 - d. All necessary setscrews, etc., for attachment of the brackets shall be provided with the brackets.
2. **Specific Requirements** – Specific dimensions and requirements of the street name sign mounting hardware covered under this specification are as shown in attachment E and are presented in the following order:
 - a. Wing bracket for 9-inch street name sign. (See drawing on page 50 of Attachment E)
 - b. 90-degree cross bracket for street name sign. (See drawing on page 52 of Attachment E).

2.2.3 Sheeting

Faces shall be silk screened using only the best quality High Intensity Prismatic, Full Cubed Prismatic, or Full Cubed Prismatic Florescent Yellow sheeting and in conformance to Table 1 below. Inks, coatings, process color pastes and clears, and other related sign fabrication material shall be manufactured by 3M Company or be of the type recommended by the 3M Company or equal. Streaking, bubbling, peeling, running of colors, or any other indication of improper screening or application of faces to blanks will be unacceptable. Any signs showing evidence of such problems will be rejected by the County and must be replaced at no additional cost to the County.

TABLE 1

Montgomery County Sign Sheeting Specifications		
ASTM* Type	Description	Sheeting Colors
Type IV	High Intensity Prismatic	All basic sign colors
Type XI	Full Cubed Prismatic	All sign colors
Type XI	Full Cubed Prismatic	Flourescent Yellow
<i>* American Society for Testing and Materials</i>		

Materials shall be new, shall be on Maryland State Highway Administration's (MSHA) Qualified Product List (QPL), and shall be covered under manufacturers' warranty (field performance guarantee). Also see the section of these specifications entitled "Warranty."

Faces shall be designed and laid out with color, dimensions, spacing, letter series, etc., in exact conformance with the Federal Highway Administration's Standard Highway Signs manual (latest revision), MSHA Highway Signs Manual or County supplied sign fabrication layout. Punching of holes in the aluminum blanks, as called for in the specifications, shall be done prior to application of the faces on the blanks. No holes shall be punched in the face. Finished signs shall be of the best state of the art quality that should be acceptable to the County's and MSHA's sign shops, ready to be installed on the street; and shall be equal in quality to the traffic signs produced by the best state-of-the-art County and MSHA sign shop methods.

WARRENTY – The contractor shall provide and extend to Montgomery County the following field performance obligation/warranty replacement for all finished signs that the contractor furnishes and/or furnishes and installs under this contract: The signs shall perform effectively in the field for the number of years stated in Table 1 (page 45 of Attachment E) The performance shall be considered unsatisfactory if, during the periods stated in Table 1 it can be shown that the sign has deteriorated due to natural causes to the extent that either:

- The sign face materials/scripts are not legible for their intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or
- The coefficient of retro-reflection is less than the minimum specified for that color sheeting as listed in Table 1.

For any sign found not meeting the retro-reflectivity requirements specified in Table 1, the vendor shall meet the Warranty Replacement Requirement "A" or "B", as applicable, as specified in "Table 1." (page 49 of Attachment E). The date (month and year) of installation shall constitute the start of the field performance obligation period.

SUBMISSION OF WARRANTY CERTIFICATE AND INKS CERTIFICATION:

Attached to his/her bid, the bidder must submit a signed written statement certifying that the bidder will meet the above specified field performance obligation/warranty replacement provisions on signs fabricated from all grades (High Intensity Prismatic, Diamond Grade III Cubed, and Diamond Grade Florescent Yellow Green) sheeting and to be supplied to Montgomery County and/or to be supplies and

installs by the bidder under this contract. This is a special requirement above and beyond sheeting manufacturer's warranty. Alternatively, the bidder may provide a letter from the manufacturer certifying that the manufacturer will provide these specified special field performance obligation/warranty replacement provisions directly to Montgomery County for all finished signs that the contractor supplies to Montgomery County and/or supplies and installs under this contract. Such certification will be considered partial evidence of the bidder's ability to meet the specifications and extend to the County the field performance/replacement conditions specified herein. Also attached to his/her bid, the bidder shall also submit a signed written statement certifying that the bidder will use inks, coatings, process color pastes and clears and other related sign fabrication materials that are manufactured by manufacturer or of the type recommended by the manufacturer. Such certification shall name the manufacturer and the manufacturer's identifying catalog numbers and descriptions of any inks, coating, process color pastes and clears that will be used that are not manufactured by manufacturer.

2.3 DAMAGE TO COUNTY-SUPPLIED MATERIALS:

The Contractor must inspect all signs and other materials furnished to him by the County for any damage or discrepancies with the work orders. Any damage to the signs must be noted by the Contractor at the time of receipt from the County. After accepting the materials from the County, the Contractor will be held responsible for protecting all sign materials from damage during transporting, handling, and installation. Signs shall be transported on the Contractor's vehicles upright, on edge, suitably protected to prevent rubbing or scraping of the sign faces. The cost of the sign to the County, plus a 15% handling charge, shall be withheld from monies due the Contractor, if, in the opinion of the Contract Administrator, any damage is caused to the sign by the Contractor that will affect the performance of the sign for the intended life of the sign. The opinion of the Contract Administrator will be final.

2.4 CONTRACTOR QUALIFICATIONS:

The Contractor must be experienced in the installation and repair of traffic signs. Bidders that cannot demonstrate successful previous experience in work of the type in this contract will be considered not responsible and will not be considered for award of this contract.

The Contractor must possess (own or rent) and/or assure the availability of sufficient vehicles, equipment, and special tools to successfully pursue the installation, removal, and repair of the signs, posts, and sign hardware as presented in this contract.

Personnel employed by the Contractor for work on this contract shall be experienced in this type of work requiring little or no training necessary to expeditiously commence the work and pursue its completion.

2.5 COMMUNICATIONS

The Contractor shall designate a working leader ("foreman") in charge of each signing crew. No crew shall operate without a working leader being in charge and responsible for work done in the field. The Contractor must maintain a means by which the County will be able to communicate by telephone with the Contractor's base of operations during the normal work period (6:30 AM to 3:00 PM, Monday thru Friday).

2.6 WORK ORDERS

Two types of work orders will be issued to the Contractor, one for street name signs, and one for traffic signs. In the case of an assembly involving both street name signs and traffic signs, two work orders will be issued, cross-referenced to each other. The Contractor is expected to properly coordinate performance of the two work orders.

The work orders will specify the signs to be installed or repaired, the type and quantity of posts to be used, and other pertinent instructions which must be followed.

Examples of the blank work order forms and a list of some of the standard abbreviations used on work orders are included in the attachments to these specifications. The County may make minor changes in the work order forms at any time.

2.7 SCHEDULING AND RECORD KEEPING

The Contractor shall pick up work orders at the County's Sign Shop by 12:00 noon of the next workday following notification of the work orders issuance.

The sequence of executing the work orders is at the discretion of the Contractor. However, once the installation or repair of any given sign assembly is started, that sign assembly installation or repair must be completed in its entirety before the Contractor may leave that work location or take any work break. Also, once a work order is started, all sign work included in that work order must be completed before the Contractor may start another work order, unless permission otherwise is granted by the Contract Administrator. The Contractor is reminded of Liquidated Damages that may be applied if a work order is not completed within 14 calendar days of the work order's issuance.

All work orders must be properly filled in by the Contractor before the work order will be acknowledged as completed and considered for payment. All appropriate items, including the date of installation, the time of day the work was completed, and all materials accounted for, must be completed.

The Contractor must notify the Contract Administrator at least two working days in advance of any proposed scheduled work on weekends or holidays, or during other than normal working hours (6:30AM - 3:00PM, Monday thru Friday) and must obtain prior permission of the Contract Administrator before undertaking such work.

3.0 INSTALLATION AND REPAIR OF SIGNS

Installation and repair of signs shall be as required by the work orders, the Montgomery County Sign Shop Installation Standards and Procedures Manual, other drawings that may be issued by the County during the course of the contract, the manufacturer's recommendations where applicable, and other requirements of these specifications. The following specifications and procedures shall be followed:

3.1 LOCATION OF SIGN ASSEMBLIES

A. General

- 1) Sign assemblies shall be installed in the locations directed by work orders, drawings, and these specifications, providing adequate visibility of the signs as presented in the following table is maintained.

<u>Posted Speed Limit</u>	<u>Minimum Distance Signs Must be Visible to Approaching Traffic</u>
25 MPH	150 feet
30 MPH	200 feet
35 MPH	250 feet
40 MPH	325 feet
45 MPH	400 feet
50 MPH	475 feet

- 2) If it is apparent that adequate sign visibility cannot be accomplished within the instructions of these specifications relating to tree trimming and the instructions on the work order, the Contractor or his foreman shall contact the Contract Administrator to receive further instructions prior to installing the sign assembly. The Contractor shall hold the work order until such time that the Contract Administrator is contacted. No additional compensation will be allowed.
- 3) Traffic signs shall be properly aligned, facing approaching traffic. Existing posts shall be straightened as necessary.
- 4) Street name signs shall be properly aligned so as to be approximately parallel to the street they name, unless otherwise directed by the work order or by the Engineer.

B. Sight Distance Obstructions (vegetation):

The Contractor may be required to trim vegetation obstructing or otherwise restricting the sight distance of the sign, up to 1/2 inch in diameter. No additional compensation will be allowed for this work.

C. Cleaning of Existing Signs:

Whenever repairs or modifications are being made to an existing sign assembly, the Contractor shall clean the existing sign panels that are to be retained in the assembly by wiping off the surface with a damp cloth. No solvents or other cleaners shall be used that would, in the opinion of the Contract Administrator, damage the sign face.

D. Underground Utilities:

It is the Contractor's responsibility to contact "Miss Utility" to verify the location of underground utilities prior to implementing the assigned work, and to conduct the work so as to avoid all damage to utilities, structures, and properties. If the sign location specified on the work order is in conflict with a utility, the Contractor must contact the Contract Administrator for relocation instructions. It is the sole responsibility of the Contractor for any damage that he may cause to any utility, drainage structures, or other property as a result of his actions. No additional time will be allowed for the completion of a work order because of the location of any utility or structure.

3.2 SIGN, POST, AND HARDWARE INSTALLATION

- A. General:** All installations and repairs shall be accomplished with good workmanship in accordance with these specifications and drawings attached. The Contractor must familiarize himself with these requirements so that there shall be no question as to the intent of the County. The Contractor shall furnish all vehicles, post drivers, post pullers, compressors, bits, banding tools, and any other specific or incidental tools or equipment necessary for the successful installation and repair of traffic signs and their posts at no cost to the County. In cases of dispute concerning the manner in which the hardware is to be installed, the Contract Administrator shall be the final authority on the intent of the County.
- B. Vandal Resistant Hardware:** When specified on the work order, county-supplied vandal resistant hardware shall be installed in accordance with the attached drawings and the instructions of the Contract Administrator. The County will furnish the special tools required to install this hardware.
- C. Post Installation:**
 - 1) Driving of Posts: The type and quantity of posts to be installed shall be as designated on the work order. Posts shall be driven into the ground, to the depth specified in the Sign Shop

Installation Standards and Procedures Manual with proper post-driving equipment that will minimize damage to the top end of the post. Except in sidewalks, the excavation or drilling of a hole and subsequent backfilling around the post will not be allowed. The County retains the right to pull any post that is suspected of having been driven to an insufficient depth. If the post is found to have been driven to an insufficient depth, the Contractor must re-install the post and sign assembly at no expense to the County.

- 2) **Square Post Installation:** The square post sign support assembly is comprised of three components to create a breakaway sign support system. The necessary components include the anchor base, connecting sleeve and sign-post unit which are installed telescopically. The square post assembly shall be installed as illustrated on the Typical for Break-a-way Installation of Square Tube Posts unless otherwise instructed by the Contract Administrator.
- 3) **Plumbing:** All posts shall be plumbed using a carpenter's level. Any existing post that is not to be replaced shall be plumbed and, if necessary, straightened by the Contractor to obtain a final assembly that is plumb. Any newly installed posts or existing posts that are not replaced that are not plumb upon completion of the work order will not be accepted.
- 4) **Leveling:** For assemblies using two posts, the tops of the posts shall be leveled with a carpenter's level. Signs installed on posts shall be level as determined by a carpenter's level. Signs that are not level will not be accepted.
- 5) **Hole Drilling in Concrete:** For sign posts that are required to be installed in concrete surfaces (Portland cement type or asphalt type), work orders will be marked "COMPRESSOR". For such post installations, the Contractor shall use a suitable rotary drill or similar equipment to drill a 3" to 3-1/2" diameter hole in the concrete prior to driving the post the remainder of the required depth. After the post is driven and plumbed, the hole shall be filled with an approved patch compound suitable for quick-dry all-weather use. Additional compensation will be allowed for the drilling of a post hole in concrete when required, as per the appropriate bid item in these specifications.

D. Post Removal:

When it is required by the work order or other directions to remove a post, the Contractor shall remove the post using tools and equipment specifically intended for that purpose. The post shall be completely removed, transported to the County's Sign Shop, and deposited as directed elsewhere in the specifications. All holes left from the removal of the posts shall be backfilled with a suitable material, tamped, and leveled to match the surrounding area.

E. Banding of Traffic Signs and Street Name Signs on Street Light, Utility, or Signal Poles:

Each Traffic sign shall be banded to the pole with two banding straps (top and bottom). When street name sign panels are specified to be installed on an existing streetlight pole, utility pole, or traffic signal pole, wing brackets shall be used to affix the sign panels to the pole. The Contractor shall insert and secure each street name sign panel into the wing bracket, taking extra care to assure that the set screws are torqued sufficiently to "bite" deeply into the sign panel. Each wing bracket shall be banded to the pole with two banding straps (top and bottom). The banding shall be installed sufficiently tight to prevent rotation or sliding of the sign panel assembly on the pole.

4.0 WORKMANSHIP

- i. **General:** A professional quality of work is required. All hardware that is required shall be installed, including all proper length and type bolts, nuts, lock washers, nylon washers, set screws, etc. Signs shall not overlap nor shall signs be obstructed in any manner. If signs cannot be installed or repaired as required on the work order without violating other requirements of this contract, the Contract Administrator shall be contacted for additional instructions or the work order shall be returned to the Contract Administrator by the end of the following working day. No compensation will be allowed for work orders that are returned to the County because they cannot be properly installed. No monies will be paid to the Contractor for work that does not meet the intent of these specifications.
- ii. **Defective Work:** Any work found to be defective due to the inability of the Contractor to meet any of the requirements of these specifications or because of less than professional workmanship shall be considered incomplete and shall not be acceptable. Any such work must be completed or corrected by the Contractor to the satisfaction of the Contract Administrator within three business days. If the Contractor cannot correct the incomplete installation within these three days, the County may, at its option, complete or repair the incomplete installation using County forces and deduct from monies due the Contractor equivalent of the sum of all of the County-born costs (labor, equipment, and materials) plus one day's Liquidated Damages to the Contractor (\$50/day/work order).
- iii. **Field Personnel:** Field personnel shall be knowledgeable of the proper installation of traffic signs. A copy of these specifications and attached drawings as well as an up-to-date Alexandria Drafting Co. Montgomery County Street Map Book must be with the field personnel at all work sites. Failure to have a copy of these specifications and drawings and the required street map book with the field personnel will be considered sufficient reason for the Engineer to suspend the work of the Contractor until copies of specifications and drawings and map book are placed with the field personnel.

4.1 **RATE OF PURSUING THE WORK:**

The Contractor must complete the work required by each work order as soon as practical but no later than 14 calendar days after receipt of the work order. Exceptions to this requirement may only occur if extenuating circumstances are accepted by the Contract Administrator. Requests for exceptions due to extenuating circumstances must be made in writing to the Contract Administrator within 48 hours of the occurrence. The Contract Administrator's decision on extenuating circumstances will be final.

Lost workdays due to holidays, weather, or equipment breakdown shall not be considered an extenuating circumstance for not meeting the required schedule. The Contractor must assure that the necessary installation equipment is available for use on this contract. Liquidated damages may be assessed for each day that a work order is not completed after the 14 calendar days allowed for completion as described in section 4.2 below.

4.2 **LIQUIDATED DAMAGES:**

Liquidated damages at the rate of \$50/work order/working day for a maximum sum of \$500.00 per working day may be assessed by the County in the event that any of the following occurs:

- a. Failure of the Contractor to complete each work order within 14 calendar days of receipt of the work order, Notice to Proceed, and Purchase Order.
- b. Should it be necessary for the County to halt the work because of incorrectly or unsatisfactorily installed signs under the terms of this contract, as determined by the Contract Administrator.

Unless a written extension of time has been granted by the County, liquidated damages will be assessed for each and every day of delay. Because of the difficulty in computing the actual material loss and disadvantage to the County caused by delay, it is determined in advance and agreed by the Parties hereto that liquidated damages will be set at \$50 per work order per working day. In the event that multiple work orders are concurrently delayed, liquidated damages will be assessed for each work order separately, for a maximum sum of \$500/workday. The County and Contractor agree that this is a fair and reasonable measurement of the damages to the County for Contractor's failure to perform on time and within the requirements of the contract and that it does not constitute a penalty. The County will withhold said liquidated damages from any payments then due, or to become due, to the Contractor. Nothing herein precludes the County from pursuing claims with the Contractor for errors, omissions or negligence unrelated to delay.

4.3 DEFAULT ON CONTRACT:

In the event of any of the following conditions, the County will consider the Contractor to have defaulted on the contract:

- A. Failure of the Contractor to start work within 30 calendar days of receipt of the initial work order of the work year.
- B. Failure of the Contractor to pursue the work at a rate such that Liquidated damages are eligible to be assessed in excess of 14 workdays' total.

4.4 INCIDENTAL FIELD CHANGES

The possibility of damage to a sign assembly and/or its supports due to a vehicle accident, the commencement of construction activity, other incidental acts, or acts of nature that may have occurred after the work order was written may affect the ability of the Contractor to execute a work order as written. If a work order cannot be implemented as written, the Contractor must return the work order to the Contract Administrator the following working day. The Contractor or its foreman may, at its option, contact the Contract Administrator to request additional instructions. The Contract Administrator may, at its sole discretion, modify the work order verbally to include any additional work necessary to complete the work order. Any and all verbal changes must be confirmed in writing the following working day in order to be eligible for compensation for work done. Only work included in the bid items will be compensated.

4.5 REIMBURSEMENT FROM THIRD PARTY FOR REPAIRS OR DAMAGES

The County reserves the right to make recovery from a third party or parties for damage to any part of existing sign assemblies and no part of such recovery will inure to the benefit of the Contractor.

4.6 CONTRACTOR TO BE ALERT FOR MISSING OR DAMAGED SIGNS

While the Contractor is at an intersection or other location and is engaged in doing the work contained in a work order for that location, the Contractor is expected to be alert for missing or damaged signs at that location that are not included in the work order. An example would be a stop sign on the opposite side of the intersection that is apparently missing or that is damaged. Whenever such situations are encountered, the Contractor shall contact the Contract Administrator to report the situation and request additional instructions. The Contract Administrator may, at its discretion, modify the work order verbally to include any additional work deemed necessary. No such additional work shall be undertaken by the Contractor without the verbal permission of the Contract Administrator. Any and all verbal changes must be confirmed in writing the following working day in order to be eligible for compensation for the additional work. Only work included in the bid items will be compensated.

4.7 DISPOSAL OF DAMAGED OR REMOVED SIGN MATERIALS

The Contractor must transport all sign materials removed from the field to 1283 Seven Locks Road, Building E, Rockville, Maryland, and deposit them as directed by the Contract Administrator. All reusable materials must be handled with reasonable care. All materials removed from the field shall remain the property of the County.

5.0 MAINTENANCE OF TRAFFIC

The purpose of this portion of the contract is to provide for the safe and continuous maintenance of traffic through the area where traffic signs are being installed or repaired while minimizing inconvenience to the traveling public and the Contractor. All work must be performed in accordance with the Montgomery County Work Zone Traffic Control Standards Manual which can be referred to on line at:

http://www.montgomerycountymd.gov/dot-traffic/temp_traffic_ctrl.html, the MSHA Specifications latest edition, Section 104 (and all errata and addenda thereto), and Part VI of the MdMUTCD (and all revisions thereto).

There will be no separate payment for Maintenance of Traffic. All such work shall be incidental to the sign installation, replacement, repair, etc.

The Contractor's crew foremen must be familiar with the traffic control requirements and must have received training on the implementation of Part VI of the MdMUTCD.

The Contractor must furnish and place all warning devices, flag persons, flashing arrow boards, and other traffic control devices required to direct, control, and protect its workers and the traveling public while signing operations are in progress. Traffic shall have minimal, if any interruption. If, in the sole judgment of the Contract Administrator, the signing operation is compromising safety or is causing an excessive amount of traffic back-up or congestion, he may order the Contractor to cease signing operations at that location until a period of lighter traffic or to take other actions that may be appropriate.

Each vehicle used by the Contractor on this Contract must be equipped with, as a minimum, a vehicle-mounted flashing arrow board and one or more yellow strobe lights. Also, each vehicle must carry an adequate number of orange traffic cones. Each of the Contractor's personnel must wear reflective orange vests at all times. The County reserves the right to change or modify these requirements as it sees fit, at no additional cost to the County. The Contractor must have its vehicles inspected and approved by the Contract Administrator prior to starting to work on this contract. Lack of approval of vehicles will not be a valid reason for waiving Liquidated Damages.

The Contractor will be solely responsible for all accidents, and/or damage to persons and/or property that may result from the Contractor's operations. This will include sodding that is necessary due to installation of lock-set post anchors or driving of vehicles off of the pavement.

5.1 RESTRICTIONS ON WORK OPERATIONS BLOCKING TRAVEL LANES

Except on minor residential streets as allowed by the Contract Administrator, the Contractor's work operations shall not result in the blockage or obstruction (partial or full) of any moving lane of traffic during the periods of 6:30 AM to 9:00 AM and 3:30 PM to 7:00 PM, Monday-Friday.

No work will be permitted on Saturdays, Sundays or National Holidays without permission of the Contract Administrator.

6.0 BID ITEMS – DESCRIPTIONS

Unless otherwise specified on the work order, all materials and hardware necessary to successfully complete the work, as called for on the work order, shall be supplied by the Contractor, at no additional costs to the County beyond those allowed by these specifications. All traffic signs shall be fabricated using High Intensity Prismatic, Diamond Grade III Cubed, or Diamond Grade Florescent Yellow Green sheeting with standard sheet thickness.

1. Furnish and Install Street Name Sign Assembly With Single Post - This item shall cover the installation of an assembly consisting of a single post and one or more street name sign panels on the top of that post as required by the work order and as covered by these specifications and attached drawings. See sections 6.2 & 6.3 for Measurement & Payment.
2. Furnish and Install Traffic Sign Assembly With Single Post - This item shall cover the installation of an assembly consisting of a single post and one or more traffic sign panels on the post (some of which may be back-to-back) as required by the work order and as covered by these specifications and attached drawings. See sections 6.2 & 6.3 for Measurement & Payment.
3. Furnish and Install Combined Street Name Sign/Traffic Sign Assembly With Single Post - This item shall cover the installation of an assembly consisting of a single post, one or more street name sign panels on the top of that post, and one or more traffic sign panels below the street name signs (some of which may be back-to back) as required by the work order(s) and as covered by these specifications and attached drawings. See sections 6.2 & 6.3 for Measurement & Payment.
4. Furnish and Install Traffic Sign Assembly With Two Posts - This item shall cover the installation of an assembly consisting of two posts and one or more traffic signs on the posts (some of which may be back-to-back) as required by the work order and as covered by these specifications and attached drawings. See sections 6.2 & 6.3 for Measurement & Payment.
5. Furnish and Install Combined Street Name Sign/Traffic Sign Assembly With Two Posts - This item shall cover the installation consisting of two posts, one or more street name sign panels on top of those posts, and one or more traffic sign panels below the street name signs (some of which may be back-to-back) as required by the work order(s) and as covered by these specifications and attached drawings. See sections 6.2 & 6.3 for Measurement & Payment.
6. Furnish and Install Traffic Sign Assembly With Three Posts - This item shall cover the installation of a sign assembly consisting of three posts and one or more traffic signs panels on the posts (some of which may be back to back) as required by the work order and as covered by these specifications and attached drawings. See sections 6.2 & 6.3 for Measurement & Payment.
7. Furnish and Install Street Name Sign or Traffic Sign on Existing Street Light Pole, Utility Pole, or Signal Pole - This item shall cover the installation of a single street name sign panel using wing brackets or traffic sign using banding brackets on an existing street light pole, utility pole, or traffic signal pole as required by the work order and as covered by these specifications and attached drawings. Top and bottom banding brackets shall be used on all signs. Payment shall be for square feet of sign panel installed and based on bid price for bid item #15.
8. Repair, Remove, Modify, or Replace Existing Single-Post Sign Panel - This item shall cover either or any combination of repair, cleaning (removal of graffiti), removal, or replacement of a sign panel, and/or addition of auxiliary sign panels on an existing single-post sign assembly. All work shall be in

accordance to the work order and covered by these specifications and attached drawings. See Sections 6.2 & 6.3 for Measurement & Payment.

9. Repair, Remove, Modify, or Replace Existing Two-Post Sign Panel (Sign Only) - This item shall cover either or any combination of repair, cleaning (removal of graffiti), removal, or replacement of a sign panel, and/or addition of auxiliary sign panels on an existing double-post sign assembly. All work shall be in accordance to the work order and covered by these specifications and attached drawings. See Sections 6.2 & 6.3 for Measurement & Payment.
10. Repair, Remove, Modify, or Replace Existing Three-Post Sign Panel (Sign Only) - This item shall cover either or any combination of repair, cleaning (removal of graffiti), removal, or replacement of a sign panel, and/or addition of auxiliary sign panels on an existing triple-post sign assembly. All work shall be in accordance to the work order and covered by these specifications and attached drawings. See Sections 6.2 & 6.3 for Measurement & Payment.
11. Remove, Replace, or Relocate Existing Single-Post Sign Assembly (Sign and Post) - This item shall include both the sign panel and the post, and covers tasks like A) the removal, B) the replacement, or C) the relocation of an existing single-post sign assembly. Such work shall be as covered by these specifications and attached drawings. See Sections 6.2 & 6.3 for Measurement & Payment.
12. Remove, Replace, or Relocate Existing Two-Post Sign Assembly (sign and post) - This item shall include both the sign panel and the posts, and covers tasks like A) the removal, B) the replacement, or C) the relocation of an existing double-post sign assembly. Such work shall be as covered by these specifications and attached drawings. See Sections 6.2 & 6.3 for Measurement & Payment.
13. Remove, Replace, or Relocate Existing Three-Post Sign Assembly - This item shall include both the sign panel and the posts, and covers tasks like A) the removal, B) the replacement, or C) the relocation of an existing triple-post sign assembly. Such work shall be as covered by these specifications and attached drawings. See Sections 6.2 & 6.3 for Measurement & Payment.
14. Drill Hole for Post in Concrete - This item shall cover the drilling of holes and subsequent patching for posts that must be installed in concrete. The drilling of holes is normally accomplished by the use of a rotary drill with the appropriate drilling bit. The need for the drilling of a hole in concrete will be noted on the work order by the checking of the box titled "COMPRESSOR". See Section 6.2 for Measurement & Payment.
15. Fabricate, Furnish, and install various sizes of Street Name/Traffic Sign Panels on existing post.
16. Fabricate and Furnish various sizes of Street Name/Traffic Sign Panels (no installation).
17. Fabricate and Furnish Rustic Road Logo.
See page xx for specifications.

6.1 **BID ITEMS - INCIDENTALS**

For all bid items, the installation of all nuts, bolts, clamps, post caps, crosses, and all other items necessary to successfully complete the work shall be considered incidental. Also, straightening of existing posts that may be necessary to properly align the sign assembly with approaching traffic shall be considered incidental.

6.2 BID ITEMS - METHOD OF MEASUREMENT

There shall be two items of measurements for bid items #1 through #7 – Posts Assembly furnished and Installed measured as each, and Sign Panels furnished and Installed measured in square feet. For pay items #8 through #10 - repair, removal, and cleaning shall be measured per each per sign panel while replacement and auxiliary sign panels shall be measured per square foot. For pay items #11 through #13 - removal shall be measured per each per combined sign/post assembly while replacement and relocation tasks shall be treated as new installation and measured separately. For bid item #14 – measurement shall be per each and includes drilling, installing the post, and the subsequent patching. The sign panels shall be measured and paid for separately based on the bid price for pay item #15.

6.3 BID ITEMS - BASIS OF PAYMENT

Work completed and accepted by the Engineer will be paid for at the contract unit price of each item, which shall be full compensation for all labor, tools, equipment, material, maintenance of traffic, and incidentals necessary to complete the work. For bid items #1 through 7, the bid price shall establish payment for complete furnishing and installation of post assembly while payment for the sign panels shall be additional and based on pay item #15. For bid items #8 through #10, the bid price shall establish payment per task (repair, remove, or clean) per sign panel while payment for replacement and/or auxiliary sign panels shall be additional and based on pay item #15. For items #11 through #13, the bid price shall establish payment per each removal of combined sign/post assembly while payment for replacement or relocation shall be additional and determined same as Furnishing and Installing sign assembly (Pay Items 1 through 7, whichever is appropriate), except Contractor's materials costs for the posts and the signs shall be subtracted in the case of a relocation. Due to double-sided, compensation for Street Name Signs shall be based on 150% of the bid price for item # 15.



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

August 25, 2021

D. Sean Baum
Shannon-Baum Signs, Inc.
105 Competitive Goals Dr
Eldersburg, MD 21784

Re: Contract Renewal
Modification #1
Contract No.:1110132

According to the provision entitled "Contract Term" of the above cited contract, this letter constitutes notice of renewal of the contract to cover the 12-month performance period beginning the day immediately following the current expiration date of 10/8/21.

You are obliged to keep on file with this office a current original Certificate of Insurance. The existing Certificate shows an expiration date of 4/21/22. The Certificate must:

1. List Montgomery County, Maryland as an additional insured under liability policies.
2. Provide notice to the Certificate Holder of cancellation or change in any materials in accordance with policy provisions.
3. Show Montgomery County, Maryland as the Certificate Holder.

For additional information please contact the Office of Procurement at (240) 777-9900.

FOR MONTGOMERY COUNTY, MARYLAND

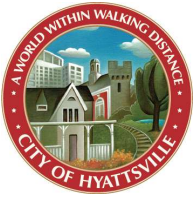
Andrew McDermott (Aug 25, 2021 14:52 EDT)

Avinash G. Shetty, Director
Office of Procurement

Aug 25, 2021

Date

cc: Yazdan Sanayi
Renata Vasileva



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-198-FY22

12/20/2021

10.a)

Submitted by: Sean Corcoran
Submitting Department: City Clerk
Agenda Section: Discussion

Item Title:

Municipal Gas-Powered Leaf Blower Ban

Suggested Action:

I move that the Mayor and Council direct the City Attorney to draft an ordinance to ban gas-powered leaf blowers (GPLBs) as follows:

- Effective July 1, 2022 - The use of gas-powered leaf blowers by the City will cease entirely, including City staff and City contracts. Also, this date will be the start of the 75 percent rebate window for the trade-in of GPLBs towards the purchase of an electric leaf blower.
- Effective July 1, 2023 - The 75 percent rebate window will end, and the 50 percent rebate window will begin for GPLB trade-ins.
- Effective January 1, 2024 - The 50 percent rebate window will end, and the 25 percent rebate window will begin for GPLB trade-ins.
- Effective July 1, 2024 - the use of gas-powered leaf blowers will be prohibited permanently, and the 25 percent rebate window will end for GPLB trade-ins.

Summary Background:

See "Recommendation to Address Noise and other Impacts from GPLBs in Hyattsville" attachment for additional background information.

Budget appropriation for this motion will be addressed separately and included in the upcoming budget discussions.

Estimated budget amounts for future Council consideration are itemized by Fiscal Year (FY) below:

- FY22: \$12,000.00
 - o Replace City GPLBs: \$7,000.00
 - o Communications and Outreach: \$5,000.00
- FY23: \$40,600.00
 - o GPLB Rebate: \$40,600.00
 - o Contracted Services to Manage GPLB Rebate: Amount TBD
- FY24: \$10,000.00
 - o GPLB Rebate: \$10,000.00
- Total anticipated budget request: \$62,600.00

Staff Resources Required to Implement:

- Communications support will be needed to ensure a smooth rollout including advance notice and communications.
- Department of Public Works (DPW) support is needed to replace existing City GPLBs and transition City contracts to bar GPLB use.
- Ongoing Code enforcement support will be needed for issuing warnings and citations once the ban is implemented in FY25.

Next Steps:

Upon adoption, the City Attorney will draft an ordinance for the Council's review. Budget recommendation will come forth at that time.

Fiscal Impact:

The cost to administer the GPLB buyback program is estimated at \$50,600.

The cost to convert City GPLBs to Electric Leaf Blowers (ELB) is \$7,000.

The need for Code compliance actions will be reduced by a robust public outreach campaign. Passage of this motion will create new Code compliance responsibilities. The additional cost of Code compliance may be partially offset by revenue generated from citations.

City Administrator Comments:

Staff comments:

- Generally, this will be difficult to enforce. While the City does not have an exactly similar ordinance on the books, the one it can most equate it to is Chapter 65-27 Article VII Solid Pet Waste. This ordinance was adopted in October 2017 and to date, the City has not issued a violation of this section of Code.
 - The violation must be witnessed in the act, by the City official.
 - The individual committing the violation may, or may not, be the property owner. Municipal Infractions require the City to cite the owner of the property on which the violation is occurring.
- The motion refers to revenue generated through fines. Based on the reporting requirements, notification, and documentation necessary to justify a Municipal Infraction (after multiple warnings), which will then require adjudication, and which could result in a maximum violation of \$250, it is very likely that the staff resources to secure a judgement would greatly exceed the total amount of the fine. Additionally, given what is typically seen from the courts, any fine amount is likely to be reduced or dismissed altogether, provided that the guilty party agrees to refrain from such activities in the future. It is staff's opinion that it is unlikely that the revenue will offset enforcement costs.
- DPW will not be able to directly manage a rebate program. However, there are a few alternatives that may work for mower rebates - including having a certified vendor attend one of our electronic recycling events, like Yuck Olde Paint does. The vendor would handle all of the transactions related to the trade-in and rebate. The City could also sponsor an event that was solely for electric equipment rebates with vendors onsite offering rebates for gas trade-ins. The costs for these types of events would depend on frequency and vendor costs to the City. DPW will investigate costs and bring them forward when the ordinance comes to Council for review.
- Amendments to FY22 budget funding must be presented as a separate motion for budget appropriation and require eight (8) affirmative votes for adoption.

Community Engagement:

Upon adoption, staff will develop a communications and outreach strategy.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

Recommendation to Address Noise and other Impacts from Gas-Powered Leaf Blowers (GPLBs)

SUMMARY OF REQUEST

The Hyattsville Environment Committee (HEC) respectfully proposes that the City Council amend the Chapter 79 noise ordinance to **ban gas-powered leaf blowers** as follows:

- Effective July 1, 2022 - The use of gas-powered leaf blowers **by the City will cease entirely, including city staff and city contracts**. Also, this date will be the start of the 75 percent rebate window for the trade-in of a GPLB for an electric leaf blower (ELB).
- Effective July 1, 2023 – The 75 percent rebate window will end, and the 50 percent rebate window will begin for GPLB trade-ins.
- Effective January 1, 2024 - The 50 percent rebate window will end, and the 25 percent rebate window will begin for GPLB trade-ins.
- Effective July 1, 2024 - the use of GPLB will be **prohibited permanently**, and the 25 percent rebate window for GPLB trade-ins will end.

During this progression toward a ban on gas-powered leaf blowers, HEC proposes that the City support the following HEC initiatives to:

- Conduct bilingual (English and Spanish) education and outreach campaigns directed toward City residents and landscape contractors to facilitate a shift to manual or electric-powered equipment. Also, combine outreach and education on environmental and soil health benefits of allowing leaves to biodegrade in place, a so-called “leave the leaves” campaign.
- Outreach will include County and State property managers within Hyattsville, including MDOT and PGCPs.
- Identify landscape companies that offer “quiet & clean” services without using GPLBs and provide these options to Hyattsville residents and businesses.
- Reach out to any businesses that sell GPLBs. Inform the businesses that they need to post signs that GPLBs will be banned in Hyattsville, similar to the requirement in DC.

THE CASE FOR A BAN

Negative impacts of the use of GPLBs have increasingly become an issue across the country, including Hyattsville. Hyattsville residents routinely complain to City Council members about noise from GPLBs. Many landscape maintenance service providers and some homeowners currently use “two-stroke” GPLBs that generate high levels of noise and harmful pollutants. The nuisance to residents of GPLBs has been magnified by the expansion of telework during the pandemic. To address these issues, many jurisdictions have implemented bans of GPLBs. Nearby, Washington DC and Chevy Chase Village have enacted a ban on GPLBs, effective January 1, 2022.

Using GPLBs comes with high costs for the health and safety of City residents, landscape workers, and the environment, as well as lowering the general quality of life. The justifications for a ban are explained below:

NEGATIVE IMPACTS OF GPLBS

- **Excessive Noise:** GPLBs produce noise levels that greatly exceed those recommended by the World Health Organization (55 decibels or less) (WHO, [Reference](#)). Noise from leaf blowers ranges from 102–115 decibels (“dBs”) at the ear of the operator (*Environ Toxicol Stud Journal*, [Reference](#)) and the lower frequency character noise of GPLBs allows this noise to travel farther and penetrate structures to be noticeably loud in indoor spaces. The U.S. Environmental Protection Agency and the National Institute for Occupational Safety and Health have declared noise levels above 85 dBs to be harmful. This level of noise can damage hearing, interfere with sleep, and increase blood pressure, adrenaline, and heart rates. This excessive noise affects residents and poses significant health risks for the workers using this equipment daily.
- **Pollution Impacts:** GPLBs emit hazardous air pollutants that affect landscape workers as well as City residents and our environment (Walker and Banks, [Reference](#)). The two-stroke engines used in GPLBs burn fuel less completely than the four-stroke engines typically used in cars and other larger equipment. As a result, GPLBs emit significant quantities of ozone-forming chemicals, fine particulate matter, carbon monoxide, and a variety of other toxic air pollutants (Edmunds.com, [Reference](#)).

ELBs are responsible for much lower quantities of these air pollutants, and their emissions occur mostly at power plants rather than in neighborhoods. Notably, GPLBs generate CO₂ at a rate per hour of use some 3 to 9 times higher than ELB. So, while the environmental impacts may be more difficult to perceive, they may be as or more deleterious than the noise created by GPLBs.

- **Harmful Health Impacts:** Pollutants emitted by GPLBs are well-known causes of a number of adverse health impacts (Walker and Banks, WHO, *Environ Toxicol Stud Journal*). Their chemical and particulate pollution can be inhaled by equipment operators and nearby residents. Even short-term exposure can be harmful. Children, seniors, people with chronic illness, and certainly landscape workers are at greatest risk.
- **Impact on Wildlife:** Studies show that birds, frogs, and other wildlife will move to avoid loud noises, reducing the abundance of wildlife in the ecosystem (Francis and Barber [Reference](#), Shannon and McKenna [Reference](#)). Like humans, wildlife is also adversely impacted by the pollution and greenhouse gases generated by GPLBs.

COST ANALYSIS:

In this analysis, we compare the costs to a contractor of using battery-powered vs. gas-powered blower models in these two differing circumstances -- first a small-to-medium blower used for routine cosmetic purposes, and then a large, powerful blower used for fall leaf removal and perhaps some spring cleanups. This cost comparison was developed by the Environment Committee for the Town of Chevy Chase. For a detailed comparison of gas and electric leaf blower costs, refer to Appendix 4.

In addition, we will discuss a recommended City-run rebate program where Hyattsville residents and contractors would be eligible to trade-in used GPLBs for a rebate for the purchase of an ELB.

- **Cost Comparison of Gas and Electric Leaf Blowers:**

- Some landscape contractors contend that a more powerful blower is needed for fall leaf removal -- often involving a large quantity of heavy, wet leaves -- than for routine cosmetic blowing throughout the growing season. In our analysis, we compare the costs to a contractor of using battery-powered vs. gas-powered blower models in these two differing circumstances -- first a small-to-medium blower used for routine cosmetic purposes, and then a large, powerful blower used for fall leaf removal and perhaps some spring cleanups.
- For routine cosmetic purposes where a small to medium blower is needed, we estimate that battery-powered blowers (and corded electric blowers in the limited circumstances where they might be feasible) are nearly 40% less costly than gas-powered blowers for routine clean-up blowing (\$427/yr vs. \$669/yr).
- However, if a more powerful blower with a longer runtime is needed for fall leaf removal and perhaps some spring cleanups, we estimate that a battery-powered blower would be about 80% more costly than a gas blower (\$1,466/yr vs. \$810/yr).
- This analysis is based on 2020 performance and costs of leaf blowers. An analysis that reflects the expected continuing future improvements in battery performance and cost would likely show battery-powered blowers to be more cost-competitive with gas-powered blowers for both cosmetic and more demanding uses. For example, the cost per kWh for battery packs used for electric vehicles and home energy storage is projected to decline by about 2/3 between 2017 and 2024.

- **Rules and Costs for Hyattsville GPLB Trade-In Program:**

- This program is only eligible for Hyattsville households and landscape contractors that provide landscape contractor services to at least 10 Hyattsville properties.

- Consistent with Hyattsville’s “Sanctuary City” status (Ordinance 2017-02), GPLB trade-in eligibility shall not be conditioned on a resident or landscape contractor’s citizenship or immigration status.
- Trade-ins are limited to one gas-powered leaf blower trade-in per household or up to three for landscape contractors.
- Hyattsville households cannot trade-in GPLBs for people that do not reside in Hyattsville. Landscape contractors cannot trade-in GPLBs for other contractors. Doing so would result in a fine.
- The rebate program would run from July 1, 2022 through July 1, 2024. From July 1, 2022 through July 1, 2023, the rebate value will be 75 percent, up to \$150 rebate for a Hyattsville resident or a \$900 rebate for a qualifying landscape contractor (\$300 rebate for up to 3 GPLB trade-ins). From July 1, 2023 through January 1, 2024, the rebate value will be 50 percent, up to \$100 rebate for a Hyattsville resident or a \$600 rebate for a qualifying landscape contractor (\$200 rebate for up to 3 GPLB trade-ins). From January 1, 2024 through July 1, 2024, the rebate value will be 25 percent, up to \$50 rebate for a Hyattsville resident or a \$300 rebate for a qualifying landscape contractor (\$100 rebate for up to 3 GPLB trade-ins). The rebate program will end after July 1, 2024, when the ban will go into full effect.
- For a household, ELB costs are reimbursable up to \$150 during the initial phase.
- For qualifying landscape contractors who provide landscape contractor services to at least 10 Hyattsville properties, the trade-in value of each GPLB (up to three) would be \$300 each during the initial phase.
- Trade-ins would take place at the Hyattsville Department of Public Works building, by appointment only.
- Trade-ins will be conducted after households or landscape contractors purchase replacement ELBs. Hyattsville households or landscape contractors would bring their proof of residency, their old GPLB(s), the new ELB(s) they purchased, and the receipt for the purchase of the ELB(s) to the Hyattsville Department of Public Works building, where city staff will process the reimbursement. Landscape contractors must also provide a list of at least 10 Hyattsville properties where they provide landscape contractor services.
- Trade-in GPLBs will be safely disposed of and not repurposed or resold by the City of Hyattsville.
- The cost for Hyattsville to administer this program is contingent on the number of trade-ins it processes. With roughly 7,150 households, and many landscape contractors, the HEC estimates conservatively that demand for this program could cost roughly \$46,000:
 - If roughly 5 percent of Hyattsville households participate in the trade-in program (360 total) and the average trade-in value was \$110 (of a maximum of \$150) the cost for Hyattsville household trade-ins would be \$39,600. In addition to the households, if twenty landscape contractors participate and the average trade in is 2 leaf blowers (of three max) for a trade-in value of \$275 each (of a maximum of \$300), the additional cost would be \$11,000. As such, the total estimated cost to administer the rebate program would be \$50,600
 - In addition to the cost to administer the rebate program, the City estimates a cost of \$1,500 to replace City GPLBs with ELB and \$5000

to support community outreach and communications. This brings the total estimated cost to \$57,100. **NOTE: Budget appropriation to implement the GPLB ban will be addressed separately and included in the upcoming budget discussions.**

- Although the trade-in period would last multiple years, the largest incentive is for participants to trade in GPLBs during the first year, from July 1, 2022 through July 1, 2023. HEC recommends that the City budget the full estimated amount in FY23 (\$57,100) for year 1 of the rebate program and City GPLB replacement cost, with the expectation that the funding will not be fully expended and can roll over for subsequent years.

- **Non-Cost Benefits**

- It is important to keep in mind that this cost analysis quantifies only the differential costs of gas- and battery-powered blowers to landscapers. The attached qualitative benefits analysis shows that battery-powered blowers offer very significant benefits over gas-powered blowers in terms of both noise and pollution. Moreover, electric motors and their parts last longer than combustion engines. And they do not require gas, oil, or engine maintenance, just charged batteries.

SUMMARY OF BENEFITS:

These are the benefits of switching from GPLBs to corded electric or battery-powered leaf blowers: (More details about the non-economic or qualitative negatives of GPLBs are found under Negative Impacts above.)

- Less noise and its attendant negative impacts
- Significantly reduced adverse effects on physical and mental health
- Considerable reduction in air pollution and greenhouse gases
- Protection of wildlife
- Improved landscape worker health and safety
- General improvement in quality of life

SUMMARY OF FINDINGS:

Following extensive analysis and consideration, the Hyattsville Environment Committee, respectfully requests that the City Council move to adopt our proposed phased program to ban the use of gas-powered leaf blowers.

To support this request, the Hyattsville Environment Committee has provided the following Appendix items:

- Studies of Health Impacts (Appendix 1)
- Proposed enforcement protocol (Appendix 2)
- FAQs on a gas-powered leaf blower ban (Appendix 3)
- Gas and electric cost comparison (Appendix 4)

Appendix 1 - Studies on Health Impacts

Leaf blowers produce 49 times more PM than a 2000 model automobile, and almost 500 times as much hydrocarbons. Palliser, (2010):

Effects of PM Exposure on Sensitive Groups like the elderly, people with chronic pulmonary disease, pre-existing heart diseases and the chronically ill are particularly vulnerable ((Valavanidis, et al., 2008).]

“Burden of Disease from Environmental Noise,” World Health Organization, 2011.

https://www.who.int/quantifying_ehimpacts/publications/e94888/en/

Two-Stroke Engines in Landscape Maintenance: A Growing Public Health Problem. Walker, E. and Banks, J. L. (2016). Institute of Noise Control Engineering.

<https://www.ingentaconnect.com/contentone/ince/incecp/2016/00000252/00000002/art00012>

Airborne particulate matter and human health: toxicological assessment and importance of size and composition of particles for oxidative damage and carcinogenic mechanisms.

Valavanidis, A., Fiotakis, K. and Vlachogianni, T. (2008). *Journal of Environmental Science and Health, Part C*, 26(4), 339-362. Retrieved from

<https://www.tandfonline.com/doi/abs/10.1080/10590500802494538>

Emissions Test: Car vs. Truck vs. Leaf Blower. Edmunds.com, Jason Kavanaugh, Dec. 5,

2011. <https://www.edmunds.com/car-reviews/features/emissions-test-car-vs-truck-vs-leaf-blower.html>

Hamra, G. B., N. Guha, A. Cohen, F. Laden, O. Raaschou-Nielsen, J. M. Samet, P. Vineis, et al. 2014. “Outdoor Particulate Matter Exposure and Lung Cancer: A Systematic Review and Meta-Analysis.” *Environmental Health Perspectives* 122 (9): 906- 911.

<http://dx.doi.org/10.1289/ehp/1408092>.

Francis, C., Barber, J. 2013. “A framework for understanding noise impacts on wildlife: an urgent conservation priority”. *Frontiers in Ecology and the Environment*.

<https://doi.org/10.1890/120183>

Shannon G., McKenna M., et al. 2015. “A synthesis of two decades of research documenting the effects of noise on wildlife”. *Biological Reviews*.

<https://doi.org/10.1111/brev.12207>

Appendix 2 – Proposed Enforcement Protocols

During the rebate period of July 1, 2022 through July 1, 2024, citations for GPLB use infractions shall not be issued. The focus during this time will be community outreach and public education.

Citations for GPLB use following July 1, 2024 will be issued by the Office of Code Compliance and not Hyattsville Police.

Following full implementation of the ban on July 1, 2024, citations shall be issued using the escalation matrix below:

- 1st offense: City issues a warning/educational letter to the property owner and landscape contractor. Include a copy of the quiet landscape contractor list.
- 2nd offense: City issues a warning/educational letter to the property owner and landscape contractor including notice that they will be fined if there are subsequent violations. Include a copy of the quiet landscape contractor list.
- 3rd offense: City issues a citation to the property owner for \$100 and a copy of the quiet landscape contractor list.
- 4th and subsequent offenses: City issues a citation to the property owner for \$250 and a copy of the clean and quiet contractor list.

Appendix 3 – FAQs on Gas-Powered Leaf Blower Ban

Question 1: What would a shift from GPLBs to battery-powered blowers mean in terms of carbon dioxide emissions?

Answer: Emissions from gas-blowers are substantially higher.

- Among large, powerful blowers suitable for fall leaf removal -- about 3 ½ x higher
- Among small/medium blowers suitable for routine cosmetic blowing -- about 9 x higher

Question 2. Aren't GPLBs just a "first-world problem," for privileged people with too much time on their hands?

Answer: On the contrary: indifference to the public-health and environmental-justice aspects of this issue reflects more of a "first-world" attitude.

The people most at risk of experiencing health issues caused by exposure to GPLBs emissions, inhalation of fine particulates, and hearing loss are the lawn workers who may be handling this equipment many hours a day, many days a week. These workers are typically low-wage, non-English speaking, and unlikely to be covered by health insurance; often they use the equipment without ear or nose protection.

Question 3: Are there any realistic alternatives to GPLBs?

Answer: Yes, and increasingly so. The revolution in battery technology is one of the fastest-developing fields of high-tech improvement. The demand for battery-powered transportation systems, from cars to aircraft, and the ceaseless expansion of battery-powered mobile equipment is rapidly driving down the cost and weight, and driving up the power and durability, of portable batteries. Lawn-equipment manufacturers are responding with a rapid sequence of new clean, dramatically quieter leaf blowers and other equipment.

Question 4: Is noise from GPLBs more than just a nuisance?

Answer: Yes. Increasing public-health evidence shows that rising exposure to urban and suburban noise has measurable effects on physical and mental health, especially in children and older populations. (WHO, 2011 - "Burden of Disease from Environmental Noise,").

Question 5: How can GPLBs be important enough to care about?

Answer: Compared with automobiles and power plants, two-stroke engines are a relatively small portion of total fossil-fuel use and polluting emissions. But they are anomalously inefficient: At a time when auto and aircraft engines are becoming dramatically cleaner and when power plants are moving to more sustainable energy sources, two-stroke engines are grossly dirty, dangerous, wasteful, and polluting. The easiest benchmark comparison: *using a standard two-stroke engine for 30 minutes puts out as much hydrocarbon and fine*

particulate aerial pollutants as driving a new Ford F-150 pickup truck some 3800 miles.

Because of their dirty inefficiency, two-stroke engines have been phased out of nearly all uses other than lawn equipment. Scooter and motorcycle makers have moved beyond them. As part of their environmental clean-up plans, many Asian and Latin American cities with serious air pollution problems have outlawed two-stroke engines.

Question 6: Have other US cities banned GPLBs?

Answer: Yes, and this list is growing. The largest City in the US to ban GPLBs is Los Angeles, with a population of more than two million. Nearby, Washington DC has a ban that will take effect January 1, 2022.

Appendix 4 – Cost Comparison of Gas and Electric Blowers

COST COMPARISON OVERVIEW: GAS VS. BATTERY

	Gas	Battery	Corded	Handheld	
What are the relative costs of gas and battery leaf blowers <u>for moderately demanding commercial work</u> ? (Relatively powerful backpack blower for spring cleanup and fall leaf removal -- 12 weeks/yr, 5 days/week, 4 hrs blowing/day)	\$810	\$1,466	\$882	Infeasible	Total annual cost/yr for one blower
What are the relative costs of gas and battery leaf blowers <u>for routine commercial work</u> -- 1x/week during growing season blow off lawn and hard surfaces? (Small backpack or maybe large handheld blower -- 32 mows/property per season, 26 weeks/yr, 5 days/week, 1 hr blowing/day)	\$669	\$427	Too costly	\$318	Total annual cost/yr for one blower
Sensitivity analysis -- cost comparison <u>for routine commercial work</u> during growing season, but assume that contractor already has the gas-powered equipment in new condition (i.e., no capital cost for this eqpt) and must purchase battery-powered to switch. Also assume 1 more battery set is needed per battery-powered blower than in base case. CONCLUSION: BATTERY-POWERED IS STILL LESS COSTLY THAN GAS- POWERED, THOUGH THE COST ADVANTAGE SHRINKS BY ABOUT 40%.	\$613	\$473	Too costly	\$374	Total annual cost/yr for one blower
What is the capital cost for a very small landscaper (2 blowers, owner + 1 helper) to switch over immediately from gas currently to battery?		\$ 4,898			
What is the capital cost/yr for a medium sized landscaper (8 blowers, 2 crews) to make this switch over a period of three years?		\$ 6,531			
What is the capital cost/yr for a large landscaper (40 blowers, 8 crews) to make this switch over a period of three years?		\$ 32,653			

CONTRACTOR COST COMPARISON BREAKDOWN: GAS VS. BATTERY

Case #1: Moderately demanding work -- relatively powerful commercial backpack blower to be used for spring cleanup and fall leaf removal. Or perhaps corded blower, but substantial logistical issues.

<u>Cost elements</u>			
	<u>Gas</u>	<u>Battery</u>	<u>Corded, if possible</u>
Capital costs			
Cost of leafblower (w/o fuel or battery)	\$ 470	\$ 499	\$ 65
Cost of one battery or one corded setup (100 ft cord, reel)		\$ 750	\$ 39
# of batteries needed/blower, or corded setups/blower	0	5.3	1
Cost of in-truck battery recharging station (TOO COSTLY FOR THIS CASE)	\$ -	\$ -	\$ -
Total capital cost	\$ 470	\$ 4,499	\$ 104
Annual total capital cost (simple amortization over useful life)	\$ 118	\$ 1,100	\$ 61
Annual cost for fuel or electricity (corded assumed free)	\$ 300	\$ 5	\$ -
Add'l annual labor cost: refill fuel or swap out/recharge batteries or manage cords	\$ 318	\$ 336	\$ 806
Annual cost for equipment maintenance	\$ 75	\$ 25	\$ 15
Total Annual Cost	\$ 810	\$ 1,466	\$ 882

Case #2: For routine blowing -- yard and hard surface cleaning during growing season, roughly weekly. Remove or spread grass trimmings, etc. -- Small backpack blower or maybe handheld

<u>Cost elements</u>			
	<u>Gas</u>	<u>Battery</u>	<u>Battery - handheld</u>
Capital costs			
Cost of leafblower (w/o fuel; w/battery set)	\$ 280	\$ 399	\$ 329
Cost of additional battery set (2 batteries; 1 for handheld)		\$ 366	\$ 225
# of battery sets needed/blower	\$ -	\$ 1	\$ 1
Cost of in-truck battery recharging station (TOO COSTLY FOR THIS CASE)		\$ -	\$ -
Total capital cost	\$ 280	\$ 399	\$ 329
Annual total capital cost (simple amortization over useful life)	\$ 56	\$ 67	\$ 55
Annual cost for fuel or electricity	\$ 86	\$ 1	\$ 1
Add'l annual labor cost to refill fuel or swap out & recharge batteries	\$ 478	\$ 340	\$ 243
Annual cost for equipment maintenance	\$ 50	\$ 20	\$ 20
Total Annual Cost	\$ 669	\$ 427	\$ 318

