

R-17-2014 A Resolution To Extend The Contract With Green Earth, Inc., d/b/a U.S. Lawns of Montgomery County, for Snow Removal from November 15, 2013 through November 14, 2014.

**City Council of the City of Glenarden, Maryland
2013-2014 Legislation**

Resolution: R-17-2014
Introduced By: Council President Carolyn Smallwood
Co-Sponsors: At the request of the Administration
Session: Regular Session
Date of Introduction: November 12, 2013

A Resolution To Extend the Contract With Green Earth, Inc., d/b/a U.S. Lawns of Montgomery County For Snow Removal from November 15, 2013 through November 14, 2014

WHEREAS, Green Earth, Inc., d/b/a U.S. Lawns of Montgomery County (“U.S. Lawns) has provided snow removal services to the City since 2008; and

WHEREAS, U.S. Lawns was chosen by the City in 2011 as its independent contractor for snow removal after a full bid process;

WHEREAS, the contract with U.S. Lawns has a one year term, ending on November 14, 2012, with two one year renewals at the option of the City; and

WHEREAS, U.S. Lawns has provided satisfactory service under the contract; and

WHEREAS, the Council has determined that it is in the public interest that the contract for snow removal be extended for one year, from November 15, 2013 through November 14, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 12th day of November, 2013 as follows:

1. That the Council does hereby exercise the option to extend Contact No. 2011-10 for snow removal services from November 15, 2013 through November 14, 2014.
2. That the Mayor be and he is authorized to notify U. S. Lawns of the one year extension of the snow removal contract.
3. That the contract services shall be paid from the Snow Removal and Landscaping line item -7240.

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4. This Resolution shall take effect immediately upon passage.

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Date Approved: November 12, 2013

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ATTEST:

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Toni Taylor

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Toni Taylor, Council Clerk

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Yes -7-

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No -0-

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Abstain -0-

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City Council of Glenarden

Carolyn Smallwood

Carolyn Smallwood, President Ward I

Elaine A. Carter

Elaine A. Carter, Vice-President Ward II

Judy L. Diggs

Judy Diggs, Councilwoman, At Large

Deborah A. Eason

Deborah A. Eason, Councilwoman, Ward II

James Herring

James Herring, Councilman, Ward I

Jennifer A. Jenkins

Jennifer A. Jenkins, Councilwoman, Ward III

Maxine E. Phifer

Maxine Phifer, Councilwoman, At Large

**CITY OF GLENARDEN
CONTRACT 2011-010**

THIS AGREEMENT is made by and between the City of Glenarden, Maryland, (hereinafter referred to as the "City") and Green Earth Inc., d/b/a U.S. Lawns of Montgomery County (hereinafter referred to as "Contractor") located at 16121 Batson Road, Spencerville, MD 20868.

WHEREAS, the City wishes to provide for snow and ice removal and salting and miscellaneous services; and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the City Manager. The work to be performed by the Contractor, more particularly described in the Contract Documents, is as follows:

The Contractor shall supply all labor, equipment, and materials necessary to provide complete and satisfactory snow and ice removal in areas in the City designated in Appendix A (map), and based on the priorities listed in Appendix B of the Contract Documents at a consistently superior level as detailed in these specifications. The City will provide all required salt. All work shall be performed in a professional manner. Trained personnel will use current, acceptable snow and ice removal systems and services. Subject to direction by the City Manager, Contractor shall remain on site from when snow fall begins until all snow removal and salting requirements have been met.

All snow and ice operations shall be coordinated with the City Manager. Unless otherwise directed, the following procedure will be followed: The Snow Emergency Route shall be salted, or plowed and salted, as soon as hazardous driving conditions occur or snow starts to accumulate. If two (2) inches or more of snow accumulate on roadways, salting operations shall be discontinued until the snowfall ceases. Plowing operations will be maintained. Snow and ice clearing operations will be carried out in accordance with established priorities as circumstances permit. Routine checks will be made after each storm event to insure all black ice handled appropriately with respect to daily melting. All storm drains shall be cleared and free of ice and snow.

Plowing and salting services will be provided on the primary ingress roads for town house developments with privately owned streets. Parking lots will not be plowed or

salted by the contractor, with the exception that the parking lot for City Hall, 8600 Glenarden Parkway, will be salted and plowed.

Plowing and salting services will not be provided on any other privately owned or commercial parking lots and roads except for facilities providing emergency services such as: fire, rescue, medical, emergency shelter, or other vital services. Plowing will not be provided on streets with speed bumps. Streets must be plowed in such a manner as to keep all intersections clear.

The Contractor shall furnish all of the equipment and labor (salt will be provided by the City) and perform all of the work as described in these Contract Documents. Contractor shall coordinate all work required in these contract documents with the city manager, who may, in his discretion, change the course of the work as described in this paragraph, depending upon weather conditions and other circumstances.

II. DATES OF WORK AND CONTRACT TERM

Work shall begin after consultation with and at the direction of the City Manager during any snow event. Work shall continue unabated until the snow and ice is removed from those areas designated in Appendix A. This contract shall be for a term of one (1) year (the "Term") commencing the 1st day of November 15, 2011, and terminating at 11:59 p.m. on the 14th day of November, 2012. The City shall have the right to extend this contract, at its sole discretion, on the same terms and conditions as set out herein, for up to two additional, consecutive, one year terms. Time is of the essence to this Contract.

III. CONTRACT PRICE

The City agrees to pay the Contractor as follows for the performance of the contract:

Snow and ice removal by plowing, per hour, per truck	\$135.00
Salting per hour, per truck	\$135.00
Skid steer, per hour per truck	\$175.00
One hour travel charge per each piece of equipment	\$175.00
Option at City's discretion:	
Salt, per ton, provided by contractor	\$220.00
Treated Rocksalt, per ton, provided by contractor	\$250.00

There will be a one hour travel charge for each piece of Contractor's equipment that travels to the City. There will be no additional charges other than the hourly charge to pick up salt provided by the City. Contractor will keep and maintain time, material and equipment records and will submit same as supporting documentation to the City at any time that an invoice is submitted. In no event shall the amount billed by the Consultant exceed the amount attributed to the work completed as of the date of the bill.

Changes in specifications must be agreed to by the parties and shall be billed at the hourly rates stated in this paragraph. In the event that changes to the contract involve cost for work that has not been established herein, the parties shall agree to the price before the work is done.

IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the contract and they are fully a part of the contract as if attached hereto:

- Snow Removal Request for Proposals
- Information Regarding the Bidder
- General Terms and Conditions
- Appendices A and B
- Affidavits and certifications required by the City

V. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VII. INSURANCE AND INDEMNIFICATION

The Contractor shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury - \$1,000,000.00 for each occurrence / aggregate; property damage - \$500,000.00 for each occurrence / aggregate) and automobile fleet insurance (\$1,000,000.00 for each occurrence / aggregate; property damage - \$500,000.00 for each occurrence / aggregate). The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, arising directly or indirectly out of the performance of the contract, caused by negligence or intentional act on the part of the Contractor, its agents, servants and employees. The Contractor shall name the City as an additional insured on said policies of insurance, and shall provide Certificates of Insurance before starting work on the Project.

VIII. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the items will be free from defects, and that the items are fit for the purpose for which intended. Further, the Contractor shall at its own expense, in a manner acceptable to the City, return to original condition any property disturbed or damaged during the work.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this contract.

XI. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the Project or other City representative. A final inspection of the work shall be made by a representative of the City and the Contractor at the end of the work and cure period to ensure that all requirements have been met.

XII. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged as a result of work performed under this contract.

XIII. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract and reason for termination for default. This provision shall not limit the City in exercising any other rights or remedies it may have.

XIV. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

XV. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

City Manager
City of Glenarden
7600 Glenarden Parkway
Glenarden, MD 20706

For the Contractor:

XVI. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XVII. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract.

XVIII. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the City Manager. No interpretation shall be considered binding unless provided in writing by the Manager. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

XIX. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

XX. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or

obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXIII. ENTIRE AGREEMENT

This contract, including attached hereto, constitutes the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of ~~December~~, ~~2014~~.

WITNESS:

CITY OF GLENARDEN

By: _____

~~Gail Parker Carter, Mayor~~
Dennis Smith, Mayor

WITNESS:

GREEN EARTH, INC., D/B/A
U.S. LAWN OF MONTGOMERY COUNTY

By: _____

Kevin J. McLaren

Title: President / Owner

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Suellen M. Ferguson, City Attorney

PRIORITY 4 CITY HALL PARKING LOT

NON-MAINTAINED ROADS-DO NOT PLOW OR SAND:

- | | |
|---|---------------------|
| *Ardmore/Ardwick Road (County) | **Mueserbush Avenue |
| *Brightseat Road | **Musclewood Court |
| **Martin Luther King Jr. Hwy (State Road) | **Pin Oak Lane |
| **Burkthorn Court | **Red Oak Lane |
| **Hobblebush Court | **White Oak Lane |
| **Hornbeam Court | **Dellwood Court |

- * County Road
- ** Homeowner Associates Street/Road
- *** State Road