

**A Resolution To Authorize the Council President to Sign A Contract With Brickman Group LTD LLC To Construct A Veterans Memorial
R-55-2014**

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

Resolution: R-55-2014
Introduced By: Councilman James Herring
Co-Sponsors:
Session: Special Session
Date of Introduction: May 19, 2014

A Resolution To Authorize the Council President to Sign A Contract With Brickman Group LTD LLC To Construct A Veterans Memorial

WHEREAS, the City wishes to hire an independent contractor to provide and construct a Veterans Memorial; and

WHEREAS, the design of the Veterans Memorial, to be installed on City property at McLain Avenue, was prepared in cooperation between the City and the Neighborhood Design Center; and

WHEREAS, the City has received two grants, one for \$75,000.00 and one for \$150,000.00, through State bond bills for construction of the Veterans Memorial that require a fifty percent (50%) match; and

WHEREAS, the City's donation of the land upon which the Veterans Memorial will be placed as well as donations that have been made are sufficient for all of the match required; and

WHEREAS, Brickman Group LTD LLC has provided drawings for installation of the Veterans Memorial that are consistent with the concept provided to the Council, a copy of which is attached as Exhibit A, and a Scope of Work, a copy of which is attached as Exhibit B; and

WHEREAS, the total fee to The Brickman Group LTD, LLC to provide and construct the Veterans Memorial, with the exception of the bronze memorial plaques, which will be provided by others, is One Hundred Thirty One Thousand Seven Hundred Dollars (\$131,700.00), as detailed in attached Exhibit B; and

WHEREAS, the proposed Contract between the City and The Brickman Group LTD, LLC has been approved by the City Council, in Resolution R-24-2014, on April 14, 2014, and the Mayor was authorized to sign the contract on behalf of the City; and

WHEREAS, the Mayor has failed and refused to sign the said contract.

A Resolution To Authorize the Council President to Sign A Contract With Brickman Group LTD LLC To Construct A Veterans Memorial R-55-2014

42 Page 2

43

44 **WHEREAS**, the Council has determined that it is appropriate to authorize the Council
45 President to sign the said approved contract with The Brickman Group LTD, LLC.

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47 **NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland**
48 **sitting in Special Session this 19th day of May, 2014 as follows:**

49

- 50 1. That the Council President be and she is hereby authorized to sign the Contract with The
51 Brickman Group LTD, LLC, in substantially the form approved in Resolution R-24-2014.
52 2. This Resolution shall take effect immediately upon passage.

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54 Date Approved: May 19, 2014

55

56 ATTEST:

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60 Toni Taylor, Council Clerk

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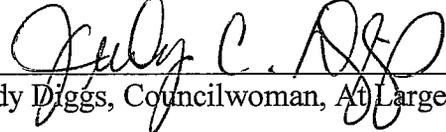
City Council of Glenarden



Carolyn Smallwood, President, Ward I

-NO-

Elaine A. Carter, Vice-President Ward II



Judy Diggs, Councilwoman, At Large



Deborah A. Eason, Councilwoman, Ward II



James Herring, Councilman, Ward I

-NO-

Jennifer A. Jenkins, Councilwoman, Ward III

-NO-

Maxine Phifer, Councilwoman, At Large

**A Resolution To Authorize the Council President to Sign A Contract With Brickman
Group LTD LLC To Construct A Veterans Memorial
R-55-2014**

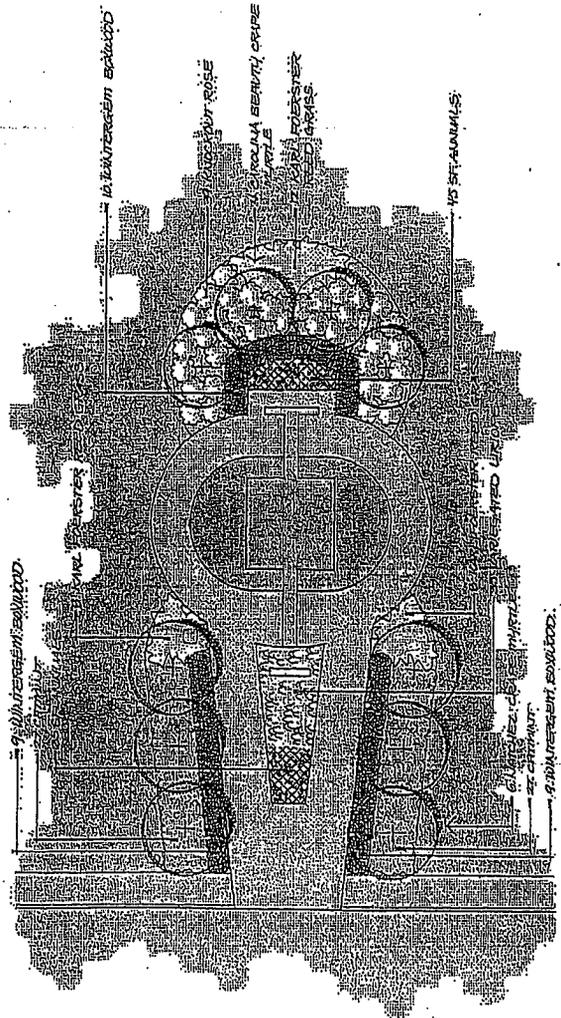
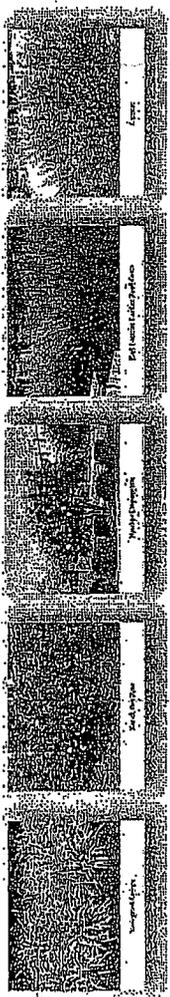
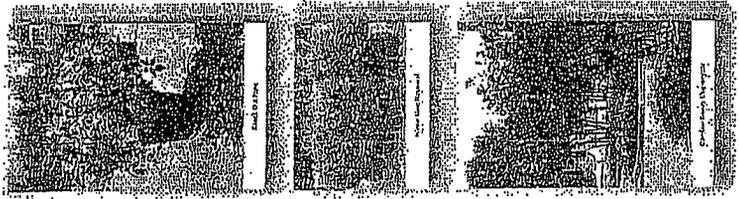
83 Page 3

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85 Yes 4

86 No 3

87 Abstain 1



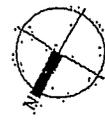
NOT FOR BIDDING PURPOSES.
 THIS DRAWING, DESIGNS AND ANY IDEAS,
 CONTAINED HEREIN ARE THE SOLE
 PROPERTY OF BRICKMAN AND ARE NOT TO
 BE USED WITHOUT WRITTEN PERMISSION.

NOT TO SCALE

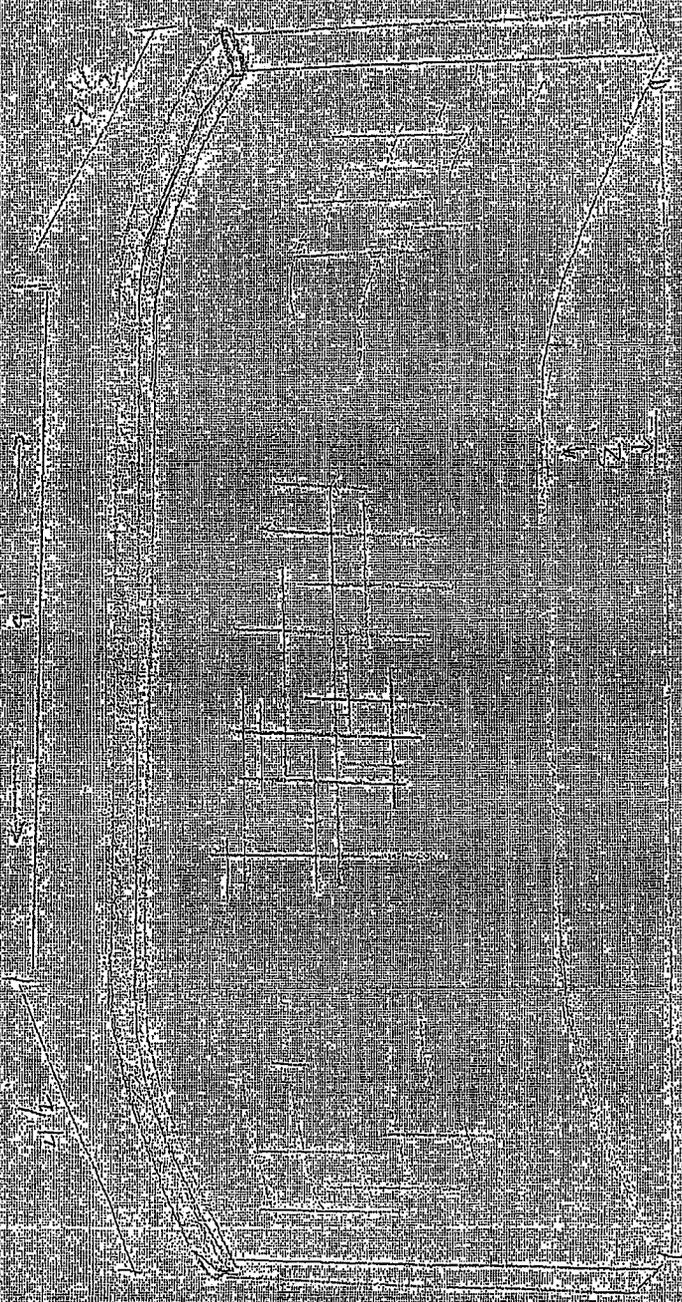
SEPTEMBER 12, 2013

TOWN OF GLEN ARDEN

MEMORIAL AT MCCLAIN AVENUE



BRICKMAN



Scale = 1/4" = 1' 0"

Notes

Class - Misses, Approx 12
 Block - Approx 12' x 12'
 X - Approx 12' x 12'
 Grids so in Grid
 1/4" = 1' 0"



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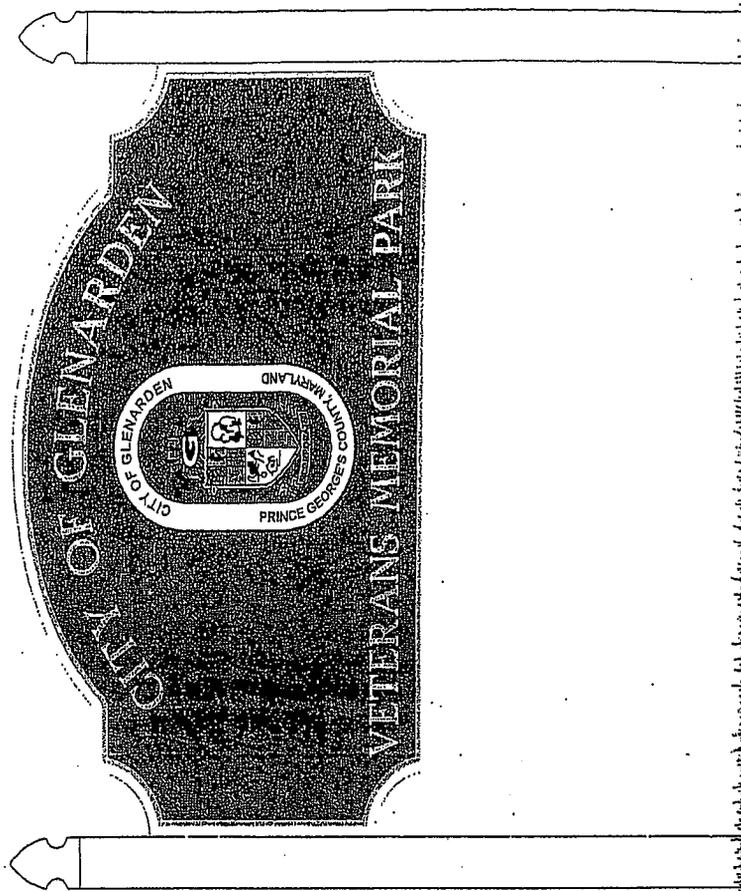
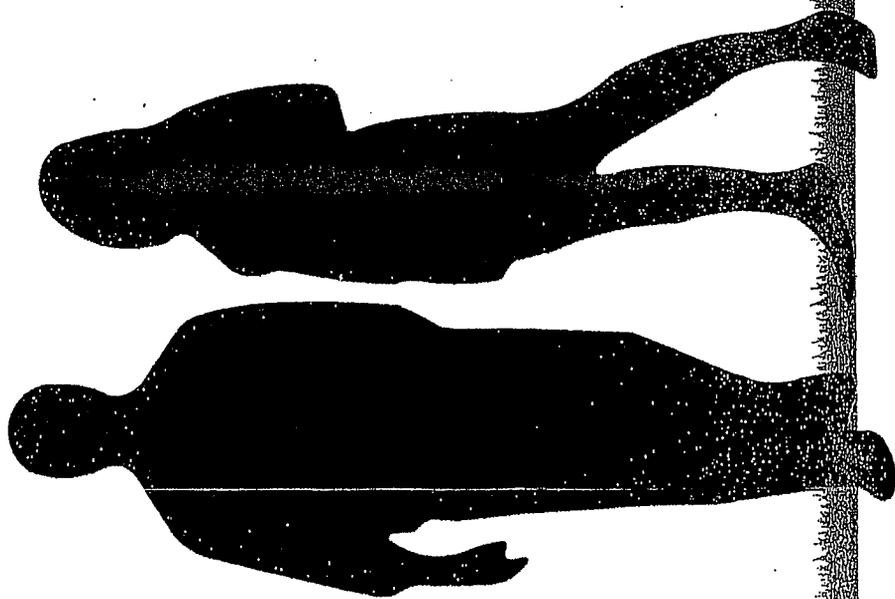
PROPOSAL DATE: 11/7/2013

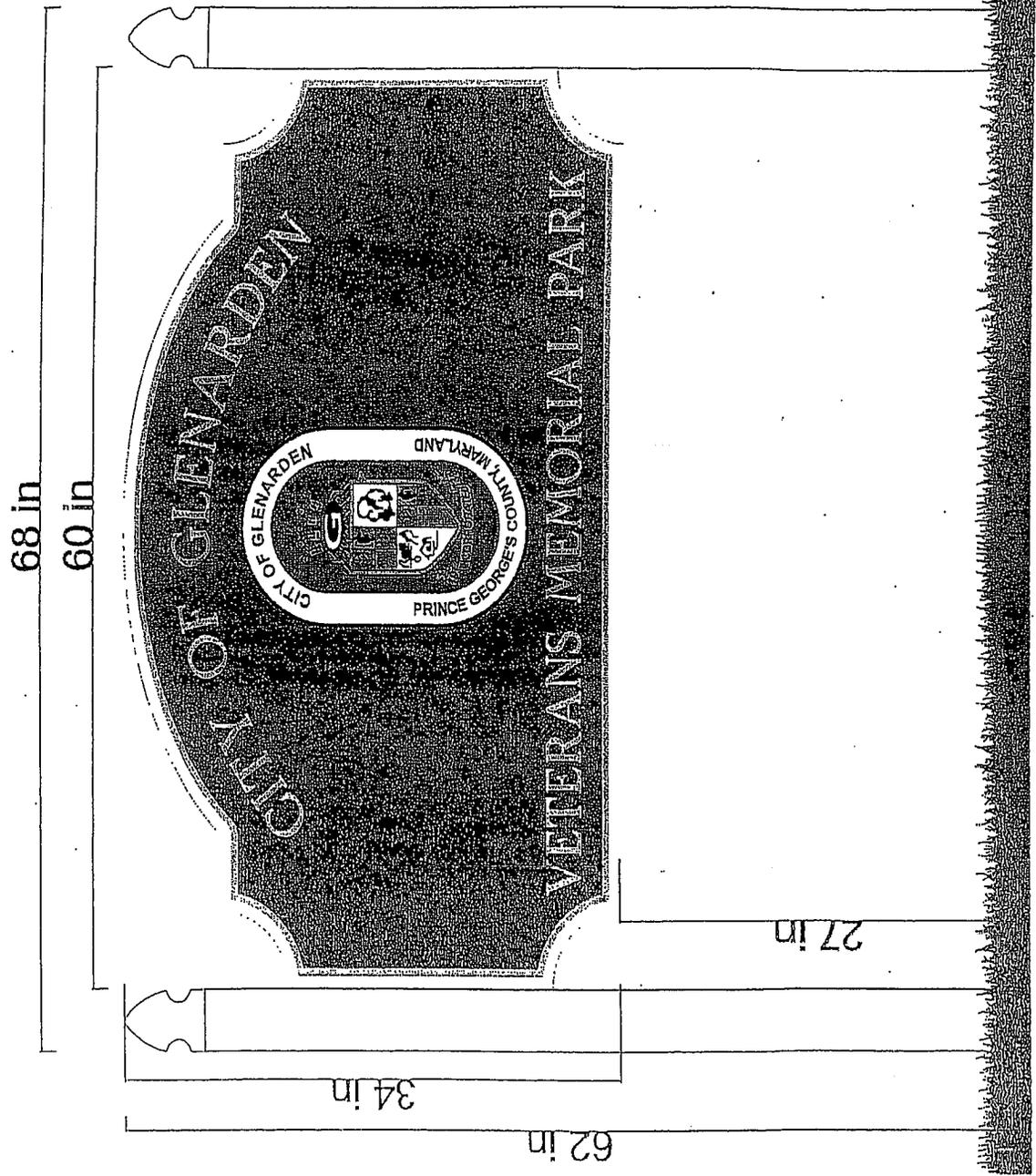
REVISION DATE: 11/8/2013

JOB ID: Veterans Memorial Park

COMPANY NAME: Brickman Group

ALL ILLUSTRATIONS, DESIGNS AND ELEMENTS IN THEIR ENTIRETY CONTAINED WITHIN THIS DOCUMENT ARE THE SOLE PROPERTY OF MI Dsigns INC. DISTRIBUTION, DUPLICATION OR USE OF THESE ELEMENTS IN WHOLE OR IN PART WITHOUT PRIOR WRITTEN CONSENT OF MI Dsigns INC. IS STRICTLY PROHIBITED.







Veterans Memorial Park Digital Simulation

Line Item

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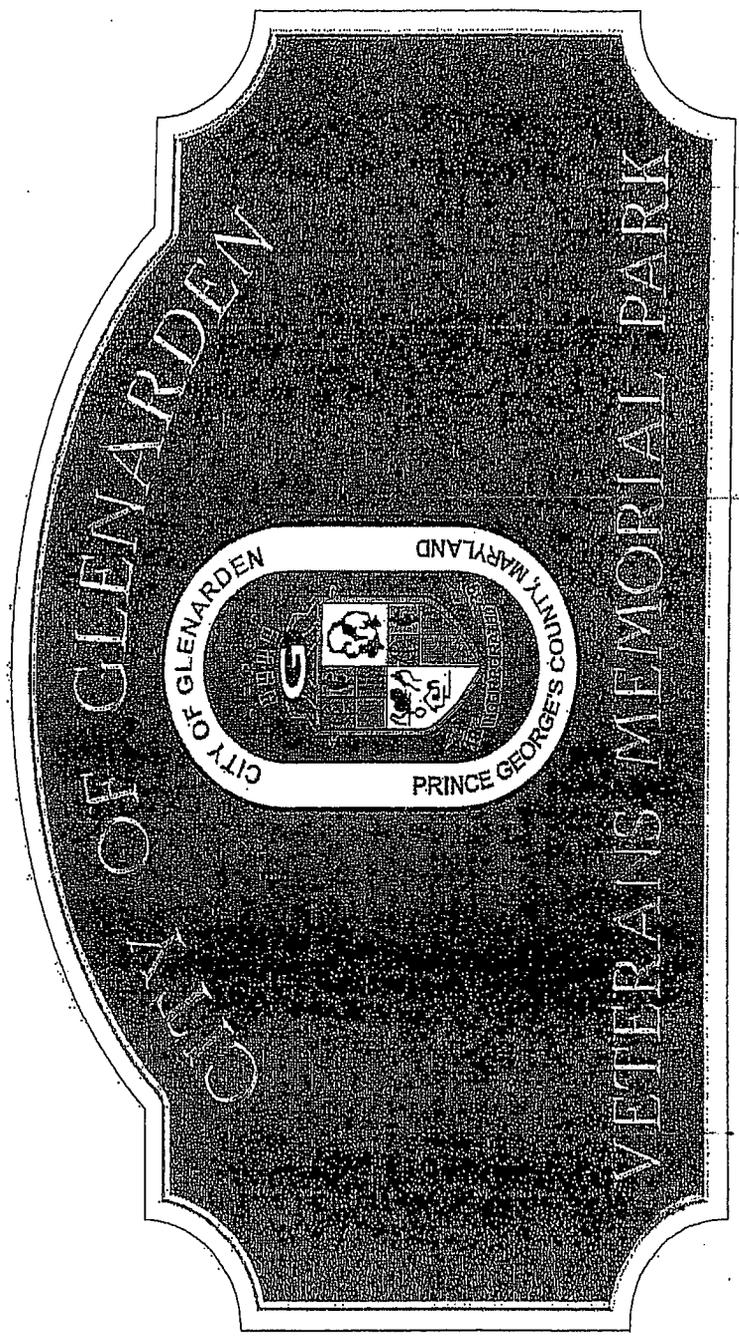
Signage Details

Overall Size
-34" x 60"
V-Carved Lettering
Custom Painted
Seal Applique

Revisions

Approval

X



What's Your Vision?



BRICKMAN
Enhancing the American Landscape Since 1939

City Of Glenarden Veterans Memorial Project

Scope of Work

1. Hardscape Installation

- Install 2500 sq ft of Hanover Traditional Pavers Tan/Brown Pavers (Herringbone pattern with 6' band border) per landscape plan submitted from Brickman on 9/12/13.
- Furnish and install 6" of CR-6 for base, and 1" base of sand for pavers. Polymeric sand to be topdressed after construction is complete to lock pavers.
- Furnish and install all edging around perimeter for pavers.
- Install a 6"x24" step up of Hanover Traditional Pavers Tan/Brown in front of the wall, with two sleeves installed with concrete for flag holders.
- Furnish and install (3) ADA Handicap Ramp with truncated domes. Remove existing as necessary and haul offsite.
- All areas disturbed around hardscape area (existing turf) by heavy equipment to be seeded and erosion control curlex installed.
- Install 450 sq ft of Hanover Traditional Paver for walkway from memorial to Reed Street per plans submitted March 6, 2014. (\$8,750.00)
- Install 575 sq ft of Hanover Traditional Paver for walkway from memorial to Irvin Ave per plans submitted March 6, 2014. (\$10,625.00)

Total: \$64,375.00

2. Memorial Wall Installation

- Furnish and install 18' wide wall that will be 7' tall, the center portion will be straight, with a 4 ½' curve on both sides. The face, sides, and back will be veneered with a brown clay brick (approved by board) using grey mortar and have thermal PA cap stones.
- Ground will be excavated 30" below grade, with a 4' wide by 12" thick footer poured with 10 cf of concrete and #4 rebar set up horizontally on 24" centers.
- 8" cmu will be installed to create wall. #4 rebar will be through cmu up to a min height of 4' above grade, these voids will be filled with concrete.
- All masonry installation will be installed using a type-s cement.

Total: \$15,210.00



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3. Landscape Installation

- Furnish and install all landscape beds and plant material per plans submitted by Brickman on 10/7/13.
- Furnish and install a 8 yards of brown dyed mulch 2" to all landscape beds upon completion.
- All plant material to be initially watered and fertilized after installation.
- All trees will be staked and guying cable and gator bags installed.
- All existing trees tagged for removal will be cut and stumps grinded and filled with top soil, seed and curlex.

- Plants to be installed per plans:

Boxwood Wintergreen	18"x24"	(28)
Nepeta 'Walkers Low'	1 gal	(35)
Rose Knockout Red	3 gal	(39)
Mexican Feather Grass	1 gal	(35)
Crape Myrtle 'Carolina'	6-8'	(4)
Crape Myrtle 'Natchez'	6-8'	(6)

Total \$12,000.00

4. Electrical Installation

- Furnish and install one (1) 30amp disconnecting means and one (1) meter can to feed the new pole lighting. The meter stand will be installed on the McLain Ave. side of the lot with a 2" conduit stubbed out for connection to BG&E service. We will install PVC conduit from this point to the flag pole. We will furnish and install four (4) well lights as manufactured by Hadoo. Each fixture will contain one (1) 50watt MR16 lamp. Dual outlets will be added to disconnection box to accommodate a plug in for microphone. All connections made to BG&E service is included. Photo cell to be connected for automatic light on/off control.

Total \$10,500.00



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5. Furniture Installation

- Furnish and Install 4 (Rally Indoff Perforated Steel Contour Bench)
- Heavy-Duty Park Bench w/heavy gauge perforated steel - In ground Mount (4' L)

Total \$3,000.00

6. Flag Pole Installation

- Furnish and install three (3) aluminum one piece, cone tapered flagpoles. Two (2) 20' and one (1) 25'. Installation includes concrete foundation as recommended by manufacturer.

Flagpoles include

- Gold anodized aluminum ball ornament
- Single rotating truck w/ pulley
- Exterior halyards
- Cast aluminum cleats
- Brass snap hooks w/covers
- Flash Collar
- Ground Sleeve
- Satin Finish
- POW Flag

Total \$8,000.00



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7. Memorial Sign:

- Furnish and install custom sign per MIDsign design plans submitted 11/8/13.
- 56 sq ft Plastic Tiebond Primer
- 56 sq ft Converted Satin Base
- 1 Additional Paint Color
- 20 sq ft Gold Leaf 24k
- 28 sq ft Routing

Total \$4,115.00

8. Plaque Installation:

- 10" h x 60" w Bronze Plaque (1)
- 48" h x 36" w Bronze Plaques (3)
- 12" Diameter Bronze Plaques (6)

Total \$1,500.00

9. Tree Removal

- 8 Removals (trunks, canopy, and stumps ground 18" marked white ring breast high)
- 9 Trees pruned of deadwood (marked with white ring around base)
- 3 Existing stumps removed (marked solid white dot)
- Vine Removal on all trees in the park

Total \$13,000.00



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Scope of Services

Description

1. Hardscape Installation and Pathways	\$64,375.00
2. Memorial Wall Installation	\$15,210.00
3. Landscape Installation	\$12,000.00
4. Electrical Installation	\$10,500.00
5. Furniture And Installation	\$3,000.00
6. Flag Poles And Installation	\$8,000.00
7. Memorial Sign And Installation	\$4,115.00
8. Plaque Installation	\$1,500.00
9. Tree Removal	\$13,000.00

Total Project Cost \$131,700.00

David Haber CLIA | Account Manager
9615 Annapolis Rd. | Lanham, MD 20706
Office 301-577-1182 | Mobile 240-432-8196 | Fax 301-577-1593

BRICKMAN

Enhancing the American Landscape Since 1939

www.brickmangroup.com

CONTRACT

THIS AGREEMENT is made by and between The City of Glenarden, Maryland, (hereinafter referred to as the "City ") and Brickman Group LTD LLC (hereinafter referred to as "Contractor"), located at 9615 Annapolis Road, Lanham, MD 20706.

WHEREAS, the City wishes to procure, install and connect to a power source a Veterans Memorial for the City of Glenarden and for additional 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 and the Project Manager. The work to be performed by the Contractor shall be to provide and install a Veterans Memorial at a site designated by the City, which shall include plantings, landscaping and hardscaping, a memorial wall with bronze plaques, lighting, a flag pole, outdoor furniture, a sign and an electrical connection to BG&E, to be constructed in conformance with the drawings attached hereto and incorporated herein by reference as Exhibit A. The plaques will be provided by others but installed by Contractor. The full scope of work is attached hereto as Exhibit B and incorporated herein by reference.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents. Staging and storage of work materials and equipment shall be coordinated with the Project Manager.

II. DATES OF WORK

The Contractor shall begin work within five business days of notice to proceed. The time for completion of the work is sixty (60) days from notice to proceed. Time is of the essence to this Contract.

III. CONTRACT PRICE

All contract prices assume that proper installation by Contractor is included. The total price for all equipment, materials, installation, permitting and connection to BG & E electrical service is One Hundred Thirty Thousand Eight Hundred Dollars (\$130,800.00). This price does not include the purchase of bronze plaques but does include installation of plaques on the memorial wall. All incidental costs including, but not limited to, travel, printing, copying, telephone, drawings, diagrams, delivery charges and photographs, are

included in the contract price. The Contractor shall submit an invoice for payment under this contract at the end of the work, or as directed by the State of Maryland as part of the bond bill reimbursement process. The City may authorize direct payment to the Contractor from the State of Maryland bond proceeds. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

Additional services related to this project shall be provided by the Contractor on an as-needed basis as agreed by the parties in writing.

This Contract is contingent on receipt of grant funding for the Project.

IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the contract and they are fully a part of the contract and are incorporated by reference:

Exhibit A Design Drawings

Exhibit B Scope of Work

General Conditions

Certifications and Affirmations Required by the City

Certificate of Insurance

Installation Schedule

Any conflict between the contract documents and this contract shall be resolved in favor of the contract provisions.

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 workmens' 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 insurance (\$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.) The Contractor shall name the City as an additional insured on said policies of insurance. 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, whether caused by negligence on the part of the Contractor, its agents and employees, or to other causes.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations. The Contractor shall not discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment. The Contractor shall post notices setting forth the substance of this paragraph in conspicuous places available to employees and applicants for employment.

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 United States Government, 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, 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 Manager or other City representative.

XIII. PERFORMANCE BOND

The Contractor is required to give a Performance and Labor and Materialmen's Bonds within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price and shall name the City as an insured, and shall be in a form and with a surety acceptable to the City. The Labor and Materialmen's bond shall be in the amount of 100% of the Contract Price.

XIV. RESTORATION OF PROPERTY

Except as otherwise set out herein, the Contractor, at its own expense, will restore or replace any public or private property displaced or damaged as a result of work performed under this contract to the satisfaction of the City. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the City may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law. In no event shall Contractor be responsible for any direct or indirect damage done to public or private property to the extent caused by any party other than Contractor, its agents, servants or employees.

XV. 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. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

XVI. 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.

XVII. NOTICES

CONTRACT

THIS AGREEMENT is made by and between The City of Glenarden, Maryland, (hereinafter referred to as the "City ") and Brickman Group LTD LLC (hereinafter referred to as "Contractor"), located at 9615 Annapolis Road, Lanham, MD 20706.

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NOW THEREFORE, the parties hereto agree as follows:

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The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents. Staging and storage of work materials and equipment shall be coordinated with the Project Manager.

II. DATES OF WORK

The Contractor shall begin work within five business days of notice to proceed. The time for completion of the work is sixty (60) days from notice to proceed. Time is of the essence to this Contract.

III. CONTRACT PRICE

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included in the contract price. The Contractor shall submit an invoice for payment under this contract at the end of the work, or as directed by the State of Maryland as part of the bond bill reimbursement process. The City may authorize direct payment to the Contractor from the State of Maryland bond proceeds. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

Additional services related to this project shall be provided by the Contractor on an as-needed basis as agreed by the parties in writing.

This Contract is contingent on receipt of grant funding for the Project.

IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the contract and they are fully a part of the contract and are incorporated by reference:

Exhibit A Design Drawings

Exhibit B Scope of Work

General Conditions

Certifications and Affirmations Required by the City

Certificate of Insurance

Installation Schedule

Any conflict between the contract documents and this contract shall be resolved in favor of the contract provisions.

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 .

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Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

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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 United States Government, 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, 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 Manager or other City representative.

XIII. PERFORMANCE BOND

The Contractor is required to give a Performance and Labor and Materialmen's Bonds within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price and shall name the City as an insured, and shall be in a form and with a surety acceptable to the City. The Labor and Materialmen's bond shall be in the amount of 100% of the Contract Price.

XIV. RESTORATION OF PROPERTY

Except as otherwise set out herein, the Contractor, at its own expense, will restore or replace any public or private property displaced or damaged as a result of work performed under this contract to the satisfaction of the City. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the City may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law. In no event shall Contractor be responsible for any direct or indirect damage done to public or private property to the extent caused by any party other than Contractor, its agents, servants or employees.

XV. 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. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

XVI. 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.

XVII. 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
8600 Glenarden Parkway
Glenarden, MD 20706

David Haber
Brickman Group LTD LLC
9615 Annapolis Road
Lanham, MD 20706
David.Haber@BrickmanGroup.com

XVIII. 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.

XIX. 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.

XX. INTERPRETATION

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

XXI. 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 hereunder.

XXII. 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. OTHER PAYMENTS; EXPENSES; TAXES.

The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of Services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Services except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement the Contract Documents except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the contract price payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby. The City is a non-taxable entity.

XXIV. GUARANTEE

All work provided under this contract shall be guaranteed by Contractor for one year, or for the manufacturer's warranty period, whichever is greater.

XXV. CHANGES IN THE WORK

- a. INCREASE OR DECREASE OF QUANTITIES - The City reserves the right to increase or decrease the quantity of materials to be furnished or of work to be done under this Contract whenever it is deemed advisable or necessary. Such increase or decrease shall in no way void this Contract and the total price of the contract shall be adjusted accordingly. The City reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.
- b. ALTERATIONS - The City reserves the right to change the alignment, grade, form, length, dimensions or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event such alterations make the work less expensive for the Contractor, a proper deduction shall be made from the Contract price and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event such alterations make the work more expensive for the Contractor, a proper addition shall be made to the Contract price as shall be determined by the Project Manager.

- c. IMPLIED WORK - All incidental work required by the Contract Documents for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the Contract and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation.
- d. EXTRA WORK - The Contractor shall do such extra work as may be ordered by the Project Manager in writing. No claim for extra work shall be considered or allowed unless the said work has been so ordered. The extra work will be paid for on the basis of the unit prices agreed upon in the Contract Documents. In the event the extra work is not priced by unit in the Contract Documents, then the payment shall be as agreed upon by the Contractor and the Project Manager. The amount to be paid to the Contractor for extra work shall be determined in the following manner:
1. Wages of necessary day laborers and foremen actually employed on extra work, for such time as they are so employed, plus fifteen (15) percent.
 2. Actual purchase price, as paid by the Contractor for materials actually incorporated into the extra work, plus zero (0) percent.
 3. Actual rental price for vehicles equipment or machinery, as paid by the Contractor for their use in connection with extra work, plus zero (0) percent.

Payment for extra work shall not include an allowance for the time of superintendents, timekeepers, water-boys, flagmen or of any workmen or foremen not employed upon the extra work in question for a definitely and easily ascertainable period, or for insurance of employees or the public, or the use, maintenance or repair of tools or for the maintenance, operation and repair of machinery, or office accounting, Project Management or administrative expense, or any rent, interest, depreciation or bonding costs, or any other overhead, collateral or estimated expense, or any profit, and the costs of all such items shall be deemed to be included in the said allowance of fifteen (15) percent on labor.

All extra work shall be done as economically and expeditiously as possible, and under sufficient but not disproportionate supervision. Labor shall be furnished at the current rates and materials shall be charged at the lowest market prices. The City may, at its option, furnish any material required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished. Likewise, the City

may supply any necessary machinery or equipment and the Contractor shall not be entitled to any allowance thereupon.

Separate itemized statements and itemized bills, covering the extra work done in each month on each order for extra work shall be delivered to the Project Manager. All bills shall include vouchers showing the cost of materials supplied by the Contractor that have been actually incorporated into such extra work. The Contractor shall permit such examination of his books, bills, vouchers and accounts as the Project Manager may require in checking bills for extra work.

The decision of the Project Manager shall be final and binding upon all questions relating to extra work. If it is determined that any work bill is unreasonable or improperly performed, the Project Manager and / or Construction Manager shall be empowered to require its revision and adjustment in accordance with such terms as they shall judge to be fair and reasonable.

The Project Manager will certify to the City those bills for authorized extra work, submitted in approved form and by the prescribed date, for which he recommends payment. Payment for approved extra work completed under the Contract during any month shall be subject to all the provisions of the Contract relating to the payment of current estimates. Should the work under any extra work order remain uncompleted during any month, the payment shall not be made until the correct estimate is determined for the month, or the entire work under said extra work order is completed. The Contractor shall not be entitled to any claim for interest on any bill for extra work on account of delay in its approval.

All approved extra work shall be considered a part of the Contract and shall be subject to all of the provisions thereof.

During the progress of the extra work the Contractor shall carry forward all other parts of the work under the Contract, and may suspend any other part of the work only as approved by the Project Manager. No claim by the Contractor for extra compensation shall thereby be allowed. The Contractor, however, shall be entitled to an extension of time to the extent that the Project Manager shall certify that the work done under the Contract has been delayed by the performance of said extra work, provided that a claim for such extension shall be submitted in a timely manner.

XXV. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
27th day of May, 2014.



WITNESS:

Michelle Toni Taylor

CITY OF GLENARDEN

By: Carolyn Smallwood
Carolyn Smallwood, Council President

WITNESS:

Michelle Toni Taylor

BRICKMAN GROUP LTD LLC

By: [Signature]

Title: ACCOUNT MANAGER

Approved as to form and legal sufficiency

[Signature]
Suellen M. Ferguson,
Attorney for the City of Glenarden