

**Resolution Authorizing a Contract with Mac & Son Tree Expert, Inc. for removal of dead trees, stump grinding and removal, and nuisance vegetation removal
R-22-2016**

**City Council of the City of Glenarden, Maryland
2016 Legislation**

Resolution No: R-22-2016
Introduced By: Maxine Phifer, Council President
Co-Sponsors: At the Request of the Administration
Session: Regular Session
Date of Introduction: December 14, 2016

Resolution Authorizing a Contract with Mac & Son Tree Expert, Inc. for removal of dead trees, stump grinding and removal and nuisance vegetation removal

WHEREAS, the City of Glenarden, Maryland (“the City”) engaged G.E. Fielder & Associates (“Fielder”), a qualified planning consultant, to perform a City-wide tree study; and

WHEREAS, Fielder provided a tree study to the City in 2012 that recommended, among other things, the removal of four (4) certain dead trees and nuisance vegetation from public rights-of-way in the City and the grinding and removal of Forty-Nine tree stumps from the public rights-of-way in the City; and

WHEREAS, on or about June 25, 2015 the City published in a newspaper of general circulation in the City and published on its website a request for proposals (“RFP”) requesting proposals for the removal of the four (4) trees in question and related services to grind and remove forty-nine (49) tree stumps and restore the ground surface; and

WHEREAS, the City received two proposals for the work; and

WHEREAS, the City deems the bid from Mac and Son Tree Expert, Inc. in the amount of Four Thousand One Hundred Ninety-Three and 00/100 Dollars (\$4,193.00) for tree removal, Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00) and Twelve Thousand Two Hundred Fifty (\$12,250.00) for tree stump grinding and removal, for a total bid of Twenty Thousand One Hundred Ninety-Three and 00/100 Dollars (\$20,193.00) to be the lowest, most responsive and responsible bid; and

WHEREAS, Mac and Son submitted references along with its proposals from other established entities for similar work and the City contacted the references provided by Mac and Son and determined that the company’s references were satisfied with the quality and timeliness of the company’s work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Glenarden, Maryland sitting in Regular Session this 14th day of December, 2015 as follows:

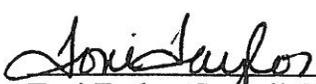
**Resolution Authorizing a Contract with Mac & Son Tree Expert, Inc. for removal of dead trees, stump grinding and removal, and nuisance vegetation removal
R-22-2016**

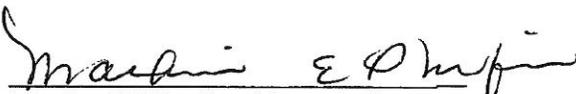
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

1. That the Mayor be and he is hereby authorized to sign a contract in a form acceptable to the City Attorney with Mac & Son Tree Expert, Inc. in the amount of Twenty Thousand One Hundred Ninety-Three and 00/100 Dollars (\$20,193.00); and
2. That the contract amount shall be paid from the General Fund; and
3. That this Resolution shall take effect immediately upon adoption.

Date Approved: December 14, 2015 City Council of the City of Glenarden

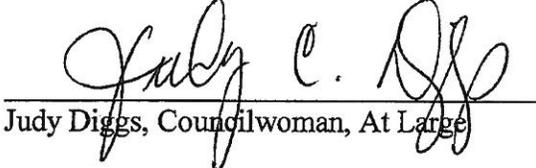
ATTEST:


Toni Taylor, Council Clerk


Maxine Phifer, President, At Large


James Herring, Vice Chair, Ward I


Elaine A. Carter, Councilwoman, Ward II


Judy Diggs, Councilwoman, At Large


Deborah A. Eason, Councilwoman, Ward II


Jennifer Jenkins, Councilwoman, Ward III


Carolyn Smallwood, Councilwoman, Ward I

**Resolution Authorizing a Contract with Mac & Son Tree Expert, Inc. for removal of dead trees, stump grinding and removal, and nuisance vegetation removal
R-22-2016**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

Votes:

Yes

-7-

No

-0-

Abstain

-0-

Approved as to form and legal sufficiency this ____ day of _____, 2015:

Elissa D. Levan, City Attorney

SPECIFICATIONS

City of Glenarden Vegetation Management

James R. Cousins, Jr., Municipal Center
8600 Glenarden Parkway
Glenarden, Maryland 20706-1522

May 2013

GRACE E. FIELDER & ASSOCIATES, CHARTERED
11831 Scaggsville Road #170, Fulton, MD 20759
(301) 483-3171 , FAX: 301-483-3615 , fielder@gefilder.com

**City of Glenarden
Vegetation Management
TECHNICAL SPECIFICATIONS**

- A. General Conditions
- B. Statement of Evidence of Responsibility
- C. Bid Form
- D. Technical Specifications

Section 701	Furnishing and Placing Topsoil	0
Section 705	Turfgrass Establishment	0
Section 712	Tree Branch Pruning	0
Section 713	Brush Removal	0
Section 714	Tree Felling and Stump Grinding	0

CITY OF GLENARDEN SHOULD INSERT -
THE CITY'S GENERAL CONDITIONS AND
REQUIREMENTS FOR BIDDING

STATEMENT OF EVIDENCE OF RESPONSIBILITY
City of Glenarden, Maryland

1. Name of Bidder _____
2. Business Address _____

3. Where Incorporated _____
4. Give the numbers of years experience under the present firm's name _____
5. Give details if firm ever declared bankruptcy _____

6. Give details if firm has unsatisfied liens and/or judgments _____

7. Attach at least one reference for each of the bidder's three most recent projects. Include the name of the firm, address, contact person, telephone number, fax number, and description and location of the project.
8. Other Comments _____

The above statements are true and the information submitted is accurate. The person signing below is authorized to sign for the Bidder.

Signature: _____ Date _____

Name & Title (type or print) _____

ADD ALTERNATE ONE: VEGETATION REMOVAL

			UNIT	UNIT COST	COST
ADD ALTERNATE ONE:					
		Total			
TOTAL ADD ALTERNATE ONE:					
WRITTEN:					

SECTION 701- FURNISHING AND PLACING TOPSOIL

701.01 DESCRIPTION:

Furnished topsoil shall be natural, friable surface soil uniform in color and texture and not supplied from the project.

701.02 QUALITY ASSURANCE:

Topsoil shall be free from any seed or viable parts of shattercane, Johnson Grass, Canada Thistle, bull thistle, plumeless thistle, musk thistle, Phragmites, Common Reed, Bermudagrass, quackgrass and yellow nutsedge.

701.03 MATERIALS:

Furnished topsoil shall consist of screened natural surface soil or manufactured topsoil containing rocks or stones no greater than 1 1/2" in any dimension. The topsoil shall have an organic content of not less than 1.5% by weight. Furnished topsoil shall have a pH value of not less than 6.0; and lime shall be applied and incorporated with the furnished topsoil as specified. Other soil amendments shall be applied as directed by the Engineer.

Grading analysis shall be as follows:

Sieve	Minimum Percent Passing by Weight
50 mm (2 in)	100
4.75 mm (No. 4)	90
2.00 mm (No. 10)	80

Topsoil shall meet the analysis of sand, silt, and clay when determined in accordance with AASHTO T 88 with the following exception:

Fraction Sizes	Percent Passing by Weight
Sand (2.0-0.050 mm)	20-75
Silt (0.050-0.002 mm)	10-60
Clay (less than 0.002 mm)	5-30

Topsoil shall not be delivered until samples have been approved by the Engineer.

05-2013

701.04 CONSTRUCTION:

(a) **Surface preparation** Before the placing of topsoil, all construction work in the area shall have been completed. Immediately prior to being covered with topsoil, the prepared surface shall be in a loose condition, raked or otherwise loosened.

(b) **Placing and Spreading** Topsoil shall be placed and spread over the areas designated to such a depth that, after natural settlement, the completed work shall be in accordance with the existing grade. Topsoil shall be placed and spread at a depth of four inches (4").

When topsoil can be blended with the substrate, till and mix the topsoil into the substrate.

When topsoil cannot be blended with the substrate, roughen the surface of the substrate to provide a bond for the topsoil layer.

701.05 STORAGE OF TOPSOIL

If storage of topsoil is required, construct storage areas on well-drained land, location to be approved by the City of Glenarden.

Install and maintain silt fence around the edge of the stockpile areas before placing stockpile. Silt fence to be geotextile. Trench the geotextile at least 8 in. vertically into the ground and extend to at least 22 in. above ground. Drive fence post at least 16 in. into the ground and extend at least 26 in. above the ground. Remove silt fence in entirety and repair area after use.

701.06 MEASUREMENT AND PAYMENT:

Payment shall be made on a lump sum basis as shown in the bid proposal and shall include all material, labor, equipment, tools and incidental items necessary to complete the work.

END OF SECTION 701

05-2013

SECTION 705-TURFGRASS ESTABLISHMENT

705.01 DESCRIPTION:

(a) Prepare soil and establish turfgrass. All work under this section is subject to the Supplemental and General Conditions and Information for Bidders, which form a part of these specifications.

(b) The work includes, but is not limited to, the provision of all material, services, labor, and equipment necessary to construct the following:

Seed bed preparation including application of lime.

Seeding

(c) Seeding shall be done within all disturbed areas identified in contract documents except where paving or other hard surfaces are indicated.

705.02 MATERIALS:

705.02.01 General

(a) All materials shall conform to those stipulated below, unless otherwise approved in writing by the Owner.

(b) Specified materials to be applied in amounts and methods herein stipulated.

(c) Delivery tickets indicating date, weight, analysis and vendor's name, to be submitted to Owner.

705.02.02 Turfgrass Seed. Grass seed shall be fresh new crop seed complying with requirements stipulated herein.

(a) Grass Seed Mix to approximate the following mix of two general types:

- 1) Native seed mix, and,
- 2) Annual ryegrass, specified as follows:

Annual ryegrass, as a companion cover for the native seed mix and as temporary erosion control, shall be a commercially available seed from reliable sources. Ryegrass seed shall not contain more than 2.0 % of weed seed and inert matter of total (percentage by weight), and annual ryegrass seed shall be free of noxious weed seeds.

(b) Substitution of seed type or percent may not be made without the approval of the City of Glenarden.

705.02.03 Mulch. See section 920.05.01 for straw mulch.

705.02.03 Lime. Lime shall be ground Burnt/lime containing not less than 0.05% magnesium and calcium.

705.03 SOIL PREPARATION:

All areas within project limits that are not shown for paving or other special treatment shall have top soil placed to a minimum firm stable depth of 4 inches on it, and be prepared for seeding by bringing ground surfaces to grades shown on the drawings, free of sticks, stones, or other foreign material over 1 inch in any dimension. Surface to conform to finish grade, free of water retaining depressions, soil friable, free of clay and of uniformly firm texture. Surface area shall be tilled to a depth of 4 inches. Owner shall inspect area before seeding.

Lime as specified shall be spread uniformly over designated seeding areas at the rate of One (1) ton per acre.

Work lime into top 2 to 4 inches of topsoil and grade to smooth surface ready for seeding.

705.04 SEEDING

All disturbed and graded soil areas within the project limits that are not shown for paving or special treatment shall be seeded at the following rates (areas shall receive both seed types):

“Shaded Roadside Mix” Native seed mix at 1/3 lb./1,000 sq. ft. and,

Annual ryegrass at 1/2 lb./1,000 sq. ft.

Seed shall be uniformly distributed by hand or mechanical methods with the seeding pattern run in two directions, the second direction being at right angle to the first direction. A seed “carrier” is recommended in order to get uniform distribution. Carriers may include ‘kitty litter’, ‘shop dry’, fine sand, or dry sawdust.

Seeding shall take place between August 15th and October 15th or between March 15th to May 15th. Approval of the City of Glenarden will be required before seeding is to begin.

No seeding shall be done during windy weather or when ground is wet or otherwise non-tillable.

Requests for using alternate methods shall be approved by the Landscape Architect prior to application of seed.

The Contractor shall obtain the advice of the seed supplier and their agronomist for specific directions and his recommendations to confirm methods, timing, and conditions needed to assure a successful establishment of the grass they are supplying.

705.05 MULCHING

The following specifications will apply:

- (a) All seeded areas shall be mulched immediately following seeding. Chopped straw to be evenly applied at an average rate of 0.75 tons per acre so as to provide a loose depth of not less than 2 inches or more than 4 inches.

The Contractor is responsible for any disfigurement or damage to any structures or property on or adjacent to this project and is responsible for replacing mulch, if required.

705.06 OVERSEEDING AND RESEEDING. When Turfgrass establishment is not acceptable, perform overseeding and reseeding as directed. Do not apply additional fertilizer or amendments unless directed.

- (a) **Overseeding Thin Turf.** Overseeding consists of seeding and mulching areas where Turfgrass coverage is 40 to 94 percent.

- (1) **Methods.** Cut the Turfgrass to a height of 3 to 4 in. and remove debris that will interfere with seeding. Do not apply herbicide or till soil. Apply seed mixtures and mulch as specified in 705.04 and 705.05.

- (2) **Coverage.** Ensure at least 90 percent of the soil surface is covered with mulch or Turfgrass when overseeding is completed.

- (b) **Reseeding Failed Turf.** Reseeding consists of tilling, seeding and mulching areas where Turfgrass coverage is less than 40 percent.

Grade, prepare soil and seedbed, seed, and mulch as specified in 705.03, 705.04, and 705.05.

705.07 GUARANTEE

The Contractor shall be responsible for mowing all seeded areas and maintaining them in a healthy, vigorous condition at his own expense until all contracted work is completed and accepted by the Owner.

Mowing of seeded areas: Native grass areas shall be allowed to establish then be mowed twice per year, to a minimum height of 12 inches (height after mowing). The first mowing shall be after June 15, and the second mowing after October 15.

The Contractor shall, at his own expense, replace any seed or sod which has died or been damaged during the establishment period.

705.08 FINAL ACCEPTANCE. The Landscape Architect will complete an inspection of the height, color, and percent coverage.

Final acceptance will be granted when the Turfgrass seedlings have grown at least 4 in., exhibit dark green color, and percent coverage at least 95% Turfgrass with 5% other desirable vegetation on slopes equal or less than 4:1 and at least 50% Turfgrass with 50% other desirable vegetation on slopes greater than 4:1.

705.09 MEASUREMENT AND PAYMENT. Turfgrass establishment will be measured and paid for by lump sum. The lump sum will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete work.

SECTION 712 — TREE BRANCH PRUNING

712.01 DESCRIPTION. Prune tree branches

712.02 MATERIALS. Not Applicable

712.03 CONSTRUCTION.

712.03.01 Breakdown List of Contract Prices. Develop a Breakdown List of Contract Prices for each tree to be pruned in the Contract. Include costs for pruning trees and completing all operations per tree.

Submit the Breakdown List of Contract Prices with 14 days after Notice of Award. The Breakdown List will be reviewed by the owner's representative for completeness and balance and will be approved or returned for correction.

712.03.02 Maryland Licensed Tree Expert (LTE). A LTE shall perform or directly supervise the Operation in conformance with accepted arboricultural practices.

712.03.03 Meetings. Meet with the owner's representative, the LTE to review areas, Operations and the Breakdown List of Contract Prices before beginning Operations.

712.03.04 Tree Marking. Mark all trees and shrubs to be felled. Walk the site with the City or the City's representative to obtain approval before beginning Operations.

712.03.05 Equipment. Equipment and tools shall conform to accepted arboricultural practices.

712.03.06 Clean Equipment. Equipment and tools shall be cleaned between each pruning to prevent the spread of disease.

712.03.07 Notice. Notify the City or its representative at least 10 days before beginning Operations.

712.03.08 Operations. The Contract Documents will indicate the trees to be selectively pruned. Meet ANSI A300 standards for Tree Care Operations. Tree branch pruning shall conform to one or more of the following Operations as specified.

- (a) Cleaning. Remove dead, diseased and broken branches.
- (b) Thinning. Reduce the density of live branches.
- (c) Raising. Provide vertical clearance to a height of 15 ft, or as specified.
- (d) Reducing. Decrease the height or spread.
- (e) Specialty Pruning. To meet the needs of young trees, at planting, once established, for restoration, to maintain, vistas, or to accommodate utilities.

712.03.09 Wood Chipping. Chip wood and dispose of chips from the job site.

712.03.10 Cleanup and Restoration. Promptly remove and dispose of wood debris and other waste materials from the job site.

Avoid damage to existing structures, plants and turfgrass or other landscape materials. Keep turfgrass areas, landscape areas, paved surfaces and sidewalks clean. Restore ruts and damaged turfgrass area by seeding as specified in Section 705. before beginning any new landscape operations.

712.03.11 Damage Repair. Do not injure vegetation to be pruned.

Injuries to bark, trunks, or limbs shall be repaired by cutting, smoothing and tracing the bark in accordance with ANSI A300 Standards for Tree Care Operations.

712.03.12 Damage Compensation. Monetary compensation for damage or loss of trees will be calculated and assessed in conformance with the Guide for Plant Appraisal of the Council of Tree & Landscape Appraisers.

712.04 MEASUREMENT AND PAYMENT. Tree Branch Pruning will not be measured, but will be paid for at the Contract lump sum price based upon the Breakdown List of Contract Prices.

The payment will be full compensation for all labor, material, equipment, tools and incidentals necessary to complete the work. If the City of Glenarden requests a change, the units and payment will be adjusted on the basis of the approved Breakdown List of Contract Prices.

END OF SECTION 712

SECTION 713 — BRUSH REMOVAL

713.01 DESCRIPTION. Removed brush as specified on the Plans.

713.02 MATERIALS.

(a) Herbicide. Herbicide shall control or prevent regrowth of plants or vegetation. Herbicide shall be EPA-Approved and registered for use in Maryland to control plants.

(b) Marking Dye. Marking dyes shall be used to color spray solutions, be nonphytotoxic, oil or water soluble and compatible with the products they are applied with. Marking dye products shall be approved by the City of Glenarden.

713.03.03 Maryland Licensed Tree Expert (LTE). A LTE shall perform or directly supervise the Operation in conformance with accepted arboricultural practices.

713.03.04 Meetings. Meet with the owner's representative, the LTE to review areas and Operations before beginning Operations.

713.03.04 Marking. Mark areas where brush is to be removed. Identify trees and shrubs to be preserved and protected. Ensure that marking and identification is completed and approved before beginning Operations. Obtain approval from the City or the City's representative before beginning Operations.

713.03.05 Equipment. Equipment and tools shall conform to accepted arboricultural practices.

713.03.06 Notice. Notify the City or it's representative at least 10 days before beginning Operations.

713.03.07 Operations. Brush removal shall involve marking, cutting, herbicide treatment, and debris removal of areas of living or dead vegetation. Do not injure vegetation identified for preservation.

Cut the vegetation to a height of no more than 1 in. above the soil surface. Immediately treat the cambium layer and exposed bark of live stumps with an approved herbicide solution and marking dye. Remove all wood and herbaceous wood debris and dispose of properly.

713.03.08 Wood Chipping. Chip wood and dispose of chips properly.

713.03.09 Cleanup and Restoration. Promptly remove and dispose of wood debris and other waste materials from the job site.

Avoid damage to existing structures, plants and turfgrass or other landscape materials. Keep turfgrass areas, landscape areas, paved surfaces and sidewalks clean. Restore ruts

and damaged turfgrass area by seeding as specified in Section 705. before beginning any new landscape operations.

713.03.10 **Damage Repair.** Do not injure vegetation to be preserved.

Injuries to bark, trunks, or limbs shall be repaired by cutting, smoothing and tracing the bark in accordance with ANSI A300 Standards for Tree Care Operations.

713.03.12 **Damage Compensation.** Monetary compensation for damage or loss of trees will be calculated and assessed in conformance with the Guide for Plant Appraisal of the Council of Tree & Landscape Appraisers.

713.04 MEASUREMENT AND PAYMENT.

Brush removal will be paid for at the Contract unit price per square yard, based upon the Breakdown List of Contract Prices.

The payment will be full compensation for all labor, material, equipment, tools and incidentals necessary to complete the work. If the City of Glenarden requests a change, the units and payment will be adjusted on the basis of the approved Breakdown List of Contract Prices.

END OF SECTION 713

SECTION 714 — TREE FELLING AND STUMP GRINDING

714.01 DESCRIPTION. Fell trees and grind stumps as specified

714.02 MATERIALS.

Furnished Topsoil 701

714.03 CONSTRUCTION.

714.03.01 Breakdown List of Contract Prices. Develop a Breakdown List of Contract Prices for each tree and/or stump in the Contract. Include costs for felling trees, and/or grinding stumps and completing all operations per tree and/or stump.

Submit the Breakdown List of Contract Prices with 14 days after Notice of Award. The Breakdown List will be reviewed by the owner's representative for completeness and balance and will be approved or returned for correction.

714.03.02 Maryland Licensed Tree Expert (LTE). A LTE shall perform or directly supervise the Operation in conformance with accepted arboricultural practices, when removing a tree.

714.03.03 Meetings. Meet with the owner's representative, the LTE to review areas, Operations and the Breakdown List of Contract Prices before beginning Operations.

714.03.04 Utilities and Tree Marking.

(a) Utilities Marking. Contact "Miss Utility" or another approved service to identify and mark utilities in the Limit of Work.

(b) Tree Marking. Mark all trees and shrubs to be felled. Obtain approval from the City or the City's representative before beginning Operations.

714.03.05 Equipment. Equipment and tools shall conform to accepted arboricultural practices.

714.03.06 Notice. Notify the City or its representative at least 10 days before beginning Operations.

714.03.07 Operations. Tree Felling/Stump Removal shall involve cutting, stump removal, stump grinding and debris removal of selected living or dead trees and existing stumps.

When trees cannot be felled as a unit without danger to traffic or injury to other plants or property, remove the top sections until the tree can be safely felled.

Fell the trees identified to be removed and the stumps or grind them to a depth at least 8 in. below the soil surface. Grind the existing stumps to a depth of at least 8 in. below the soil surface. Remove wood debris and stump grindings. Within 24 hours after removal or grinding, backfill the stump holes with topsoil to the surrounding soil level. Seed as specified in Section 705.

714.03.08 Wood Chipping. Chip wood and dispose of chips from the job site.

714.03.09 Cleanup and Restoration. Promptly remove and dispose of wood debris and other waste materials from the job site.

Avoid damage to existing structures, plants and turfgrass or other landscape materials. Keep turfgrass areas, landscape areas, paved surfaces and sidewalks clean. Restore ruts and damaged turfgrass area by seeding as specified in Section 705. before beginning any new landscape operations.

714.03.10 Damage Compensation. Monetary compensation for damage or loss of trees will be calculated and assessed in conformance with the Guide for Plant Appraisal of the Council of Tree & Landscape Appraisers.

714.04 MEASUREMENT AND PAYMENT.

Tree Felling and Stump Removal will not be measured, but will be paid for at the Contract lump sum price based upon the Breakdown List of Contract Prices specified in 714.03.01

END OF SECTION 714

City of Glenarden Tree Stump Removal

From Glenarden Parkway to Dellwood Avenue

<u>ADDRESS</u>	<u>NUMBER OF STUMPS</u>
7929 Glenarden Parkway	2
7927 Glenarden Parkway	1
7925 Glenarden Parkway	1
7923 Glenarden Parkway	1
7921 Glenarden Parkway	1
7919 Glenarden Parkway	1
7915 Glenarden Parkway	1
7911 Glenarden Parkway	1
7909 Glenarden Parkway	1
7907 Glenarden Parkway	1
7905 Glenarden Parkway	1
7903 Glenarden Parkway	1
7901 Glenarden Parkway	1
Across from 7820 Glenarden Parkway	1
7819 Glenarden Parkway	1
7815 Glenarden Parkway	1
7813 Glenarden Parkway	1
7811 Glenarden Parkway	1
7809 Glenarden Parkway	1

City of Glenarden Tree Stump Removal

From Glenarden Parkway to Dellwood Avenue

<u>ADDRESS</u>	<u>NUMBER OF STUMPS</u>
7805 Glenarden Parkway	1
7803 Glenarden Parkway	1
7715 Glenarden Parkway	1
7713 Glenarden Parkway	1
7711 Glenarden Parkway	1
7709 Glenarden Parkway	1
7707 Glenarden Parkway	1
7705 Glenarden Parkway	1
7703 Glenarden Parkway	1
7701 Glenarden Parkway	1
TOTAL	30

City of Glenarden Tree Stump Removal

From Glenarden Municipal Center on Glenarden Parkway to 11th Street

ADDRESS	NUMBER OF STUMPS
8639 Glenarden Parkway	1
8657 Glenarden Parkway	1
1415 Glenarden Parkway	2
8663 Glenarden Parkway	1
8700 Glenarden Parkway	1
8711 Glenarden Parkway	2
8721 Glenarden Parkway	1
8665 Glenarden Parkway	2
8633 Glenarden Parkway	2
8625 Glenarden Parkway	1
8621 Glenarden Parkway	1
8617 Glenarden Parkway	1
8611 Glenarden Parkway	1
8624 Glenarden Parkway	1
Vacant lot across from 8800 Glenarden Parkway	1
TOTAL	19

City of Glenarden Dead Tree Removal

Glenarden Parkway

ADDRESS	NUMBER OF DEAD TREES
8628 Glenarden Parkway	2
9021 Glenarden Parkway	1
Across from 7818 Glenarden Parkway vacant lot	1
TOTAL	4

CITY OF GLENARDEN SHOULD INSERT -
THE CITY'S GENERAL CONDITIONS AND
REQUIREMENTS FOR BIDDING

Mac & Son Tree Expert, Inc. LIC. # 129

1438 11th Street
 Glenarden, MD 20706
 301 322 6163 office
 301 322 5210 fax

Estimate

Date	Estimate #
8/23/2015	1858

Name / Address
City Of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

			Project
Description	Qty	Cost	Total
Cut down / remove dead tree located at 9021 Glenarden Parkway Tree grown inside fence. fence will have to be cut Home Owner will be responsible for replacing fence		2,495.00	2,495.00
Cut down/ remove dead tree across from 7818 Glenarden Parkway		1,498.00	1,498.00
Cut down / remove two dead trees 8628 Glenarden Parkway		200.00	200.00
All wood, limbs, brush and debris will be hauled away and disposed of in accordance with the City Of Glenarden Specifications 714.01, 714.02, 714.03.01, 714.03.02 714.03.03, 714.03.04, 714.03.05, 714.03.06 All stumps will be ground out and grinding hauled away and dispose of Top soil will be furnished and placed in accordance with Glenarden Specifications 701.01, 701.02, 701.03 and 705.04 Reseed and establish Turfgrass in accordance with City Of Glenarden Specifications 705.01, 705.02.02 in affected areas All affected areas will be mulched in accordance with City of Glenarden Specifications 705.05 and 705.06.			
Payment due upon completion of work		Total	\$4,193.00

is agreed by and between the parties that the following provisions are made a part of the contract between them and at this instrument constitutes their entire agreement.

INSTANCE OF CONTRACTOR

Mac & Son Tree Expert warrants that is presently insured for liability resulting from injuries to persons or property.

WORKMANSHIP BY CONTRACTOR

Mac & Son Tree Expert warrants the work to be performed will be accomplished in a neat and workmanlike manner by experienced personnel. Mac & Son Tree Expert will attempt to minimize damage to lawn, plants and shrubbery and will not be held responsible for same, unless stated otherwise on contract.

TREE OWNERSHIP AND PERMITS

CUSTOMER warrants that all trees listed in this estimate are located on CUSTOMER'S property and if not, that CUSTOMER has obtained permission from the owner to allow MAC & SON TREE EXPERT to perform the outlined work on them. CUSTOMER agrees to obtain any required permits covering the work and have them available at the job site at the start of the job. Should any tree be mistakenly identified as ownership or listed work not covered by permits, CUSTOMER agrees to indemnify MAC & SON TREE EXPERT, INC. for any cost or damages.

FOREIGN MATTER IN THE TREE

The customer agrees to pay Mac & Son Tree Expert on a time and materials basis for any additional time required to complete the job occasioned by concrete or other foreign matter in the trunk or branches, the amount and extent of which cannot be determined until the work is completed.

DISPOSAL OF TREE MATERIAL

Unless otherwise indicated hereon, the wood, brush and debris incidental to work will not be removed from the premises of the customer by Mac & Son Tree Expert.

PERFORMANCE BY CONTRACTOR

Mac & Son Tree Expert agrees to do its best to meet performance dates but shall not be held liable in damages or otherwise for delays because of inclement weather or any other cause beyond its control, nor shall the customer be relieved of payment because of delays.

TERMS OF PAYMENTS

Unless otherwise agreed to and indicated hereon, the customer agrees to settle his account with Mac & Son Tree Expert in full upon completion of contract.

DEFAULT IN PAYMENT

In the event of default, debtor pays all cost of collection, including reasonable attorney's fees, statutory fees, expenses of trustees and other legal costs.

CONTRACT PRICE \$4,193.00

ACCEPTANCE OF ESTIMATE

I have read and understand the above provisions, specifications and prices, all of which are hereby accepted. Mac & Son Tree Expert, Inc. is authorized to so the work as specified.

If Applicable:

<input type="checkbox"/> 1/3 Deposit	<input type="checkbox"/> 1/2 Deposit Now
Balance due upon completion of work	

Accepted _____

Date _____

STATEMENT OF EVIDENCE OF RESPONSIBILITY
City of Glenarden, Maryland

1. Name of Bidder Marck Son Tree Expert, Inc.
2. Business Address 1438 11th Street
Glenarden, Md. 20706
3. Where Incorporated Delaware
4. Give the numbers of years experience under the present firm's name 14
5. Give details if firm ever declared bankruptcy N/A
6. Give details if firm has unsatisfied liens and/or judgments N/A
7. Attach at least one reference for each of the bidder's three most recent projects. Include the name of the firm, address, contact person, telephone number, fax number, and description and location of the project.
8. Other Comments _____

The above statements are true and the information submitted is accurate. The person signing below is authorized to sign for the Bidder.

Signature: William C. McMillian Date 8/28/15

Name & Title (type or print) William C. McMillian

BID FORM

THE CITY OF GLENARDEN STUMP GRINDING AND VEGETATION REMOVAL

The undersigned hereby certifies that Bidder has examined and fully comprehends the requirements and intent of the plans, and specifications and addendum number(s) Tree Removal for the above project; that the Bidder has visited the site and examined all conditions affecting the work and proposes to furnish all labor, material, tools, equipment, engineering, supervision, etc., necessary for or incidental to, the proper execution of the work.

Signature: William C McMillian Date 8/28/15

Name & Title (type or print)
William C. McMillian

Business Name Mac & Son Tree Expert, Inc.

Address 1438 11th Street
Glenarden, Md. 20706

BASE BID: STUMP GRINDING AND TREE REMOVAL

		UNIT	UNIT COST	COST
Base Bid:				
4,	193.00			4,193.00
		Total		4,193.00
TOTAL BASE BID:				
WRITTEN: <u>four thousand one hundred ninety three dollars</u>				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2015

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

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

PRODUCER Consolidated Insurance Center 11403 Cronridge Drive, Ste 270 Owings Mills, MD 21117 Daniel S. Workmeister, CIC	CONTACT NAME: Elaine Stromberg	
	PHONE (A/C, No, Ext): 443-738-2767	FAX (A/C, No): 410-363-3520
E-MAIL ADDRESS: estromberg@cicinc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance Companies		10677
INSURER B: Chesapeake Employers Insurance		11039
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Mac & Son Tree Expert, Inc.
1438 Eleventh Street
Glenarden, MD 20706

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broadened GL End GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CAP54997699	04/13/2014	04/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3708854RT	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Elaine M. Stromberg</i>

©1988-2014 ACORD CORPORATION. All rights reserved.



Mac & Son Tree Expert, Inc.



1438 11th Street, Glenarden, MD 20706 • Phone (301) 322-6163 • Fax (301) 322-5210 • Voice Pager (301) 943-6765

Mac & Son Tree Expert, Inc. references

RGN Management

1300 Mercantile Lane
Largo, MD 20774
301-583-7755
Mrs. Gwen Nicholson
gwen@rgnmanagement.com

Long & Foster Real Estate

2191 Defense Highway
Crofton, MD 21114
301-809-3223
Catherine Hamel
catherinehamel@inf.com

Marbury Home Owner's Association

4307 Gallatin Street
Hyattsville, MD 20781
301-967-2379
Mrs. Millie Baskin
Md.baskin@verizon.net

State Farm Insurance

7307 Baltimore Ave Ste 110
Mr. Phillip Ates
College Park MD 20740
301-779-0727

Rogal Real Estate, Inc.

4425 Forbes Boulevard, Ste. A
Lanham, MD 20706
Mrs. Joseph
301-459-9350
Pjoseph@rogalrealestate.com

• Tree and Stump Removal • Seasoned Firewood • Bob Cat Services • Trimming • Trash Removal • Maintenance Pruning •
• Licensed • Insured •



STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
FOREST SERVICE



Certificate of Registration
as a
Licensed Tree Expert

This is to certify that

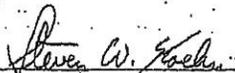
Mr. William C. Mc Millian
MAC & SON TREE EXPERT, INC.
1438 11th Street
Glen Arden MD 20706

having met the requirements in the Maryland Code is hereby Licensed and qualified to practice as a tree expert and to engage in the business of the treatment and care of trees in the state of Maryland.

License **000129**

Issued this **Tenth** day of **January 2014**

This license expires December 31, 2015 and is renewable yearly thereafter upon payment of the proper fee, or revoked by the Department for non-compliance with the terms of the Tree Expert Law.


Director / State Forester

This certificate must be displayed in a conspicuous place.

Mac & Son Tree Expert, Inc. LIC. # 129

1438 11th Street
 Glenarden, MD 20706
 301 322 6163 office
 301 322 5210 fax

Estimate

Date	Estimate #
8/23/2015	1857

Name / Address
City Of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

			Project
Description	Qty	Cost	Total
Grind out thirty stumps located between Dellwood Avenue and Glenarden Parkway (\$ 250.00 per stump)		12,250.00	12,250.00
Grind out nineteen stumps located between glenarden Parkway and 11th Street (\$ 250.00 per stump)			
Remove, haul away and dispose of Grinding			
Furnish and place topsoil in accordance with City Of Glenarden Specification 701.01, 701.02 and 701.03, 705.03, 705.04			
Reseed and establish turfgrass in accordance with city of Glenarden specifications 705.01, 705.02, 70502.01 and 705.02.02			
All affected areas will be mulched in accordance with city Of glenarden Specifications 705.05 and 705.06			
Payment due upon completion of work	Total		\$12,250.00

is agreed by and between the parties that the following provisions are made a part of the contract between them and that this instrument constitutes their entire agreement.

INSTANCE OF CONTRACTOR

Mac & Son Tree Expert warrants that it is presently insured for liability resulting from injuries to persons or property.

WORKMANSHIP BY CONTRACTOR

Mac & Son Tree Expert warrants the work to be performed will be accomplished in a neat and workmanlike manner by experienced personnel. Mac & Son Tree Expert will attempt to minimize damage to lawn, plants and shrubbery and will not be held responsible for same, unless stated otherwise on contract.

TREE OWNERSHIP AND PERMITS

CUSTOMER warrants that all trees listed in this estimate are located on CUSTOMER'S property and if not, that CUSTOMER has obtained permission from the owner to allow MAC & SON TREE EXPERT to perform the outlined work on them. CUSTOMER agrees to obtain any required permits covering the work and have them available at the job site at the start of the job. Should any tree be mistakenly identified as ownership or listed work not covered by permits, CUSTOMER agrees to indemnify MAC & SON TREE EXPERT, INC. for any cost or damages.

FOREIGN MATTER IN THE TREE

The customer agrees to pay Mac & Son Tree Expert on a time and materials basis for any additional time required to complete the job occasioned by concrete or other foreign matter in the trunk or branches, the amount and extent of which cannot be determined until the work is completed.

DISPOSAL OF TREE MATERIAL

Unless otherwise indicated hereon, the wood, brush and debris incidental to work will not be removed from the premises of the customer by Mac & Son Tree Expert.

PERFORMANCE BY CONTRACTOR

Mac & Son Tree Expert agrees to do its best to meet performance dates but shall not be held liable in damages or otherwise for delays because of inclement weather or any other cause beyond its control, nor shall the customer be relieved of payment because of delays.

TERMS OF PAYMENTS

Unless otherwise agreed to and indicated hereon, the customer agrees to settle his account with Mac & Son Tree Expert in full upon completion of contract.

DEFAULT IN PAYMENT

In the event of default, debtor pays all cost of collection, including reasonable attorney's fees, statutory fees, expenses of trustees and other legal costs.

CONTRACT PRICE \$12,500.00

ACCEPTANCE OF ESTIMATE

I have read and understand the above provisions, specifications and prices, all of which are hereby accepted. Mac & Son Tree Expert, Inc. is authorized to do the work as specified.

If Applicable:

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	

Accepted _____

Date _____

BID FORM

THE CITY OF GLENARDEN STUMP GRINDING AND VEGETATION REMOVAL

The undersigned hereby certifies that Bidder has examined and fully comprehends the requirements and intent of the plans, and specifications and addendum number(s) Stump Grinding for the above project; that the Bidder has visited the site and examined all conditions affecting the work and proposes to furnish all labor, material, tools, equipment, engineering, supervision, etc., necessary for or incidental to, the proper execution of the work.

Signature: William C. McMillian Date 8/28/15

Name & Title (type or print) William C. McMillian

Business Name Mac & Son Tree Expert, Inc.

Address 1438 11th Street
Glenarden, Md. 20706

BASE BID: STUMP GRINDING AND TREE REMOVAL

		UNIT	UNIT COST	COST
Base Bid:				
12,	500	49	250.00	12,500.00
			Total	12,500.00
TOTAL BASE BID:				
WRITTEN: <u>Twelve thousand five hundred dollars</u>				

STATEMENT OF EVIDENCE OF RESPONSIBILITY
City of Glenarden, Maryland

1. Name of Bidder Mac & Son Tree Expert, Inc.
2. Business Address 1438 11th Street
Glenarden, Md. 20706
3. Where Incorporated Delaware
4. Give the numbers of years experience under the present firm's name 14
5. Give details if firm ever declared bankruptcy N/A
6. Give details if firm has unsatisfied liens and/or judgments N/A
7. Attach at least one reference for each of the bidder's three most recent projects. Include the name of the firm, address, contact person, telephone number, fax number, and description and location of the project.
8. Other Comments _____

The above statements are true and the information submitted is accurate. The person signing below is authorized to sign for the Bidder.

Signature: William C. McMillian Date 8/28/15

Name & Title (type or print) William C. McMillian



Mac & Son Tree Expert, Inc.



1438 11th Street, Glenarden, MD 20706 • Phone (301) 322-6163 • Fax (301) 322-5210 • Voice Pager (301) 943-6765

Mac & Son Tree Expert, Inc. references

RGN Management

1300 Mercantile Lane
Largo, MD 20774
301-583-7755
Mrs. Gwen Nicholson
gwen@rgnmanagement.com

Long & Foster Real Estate

2191 Defense Highway
Crofton, MD 21114
301-809-3223
Catherine Hamel
catherinehamel@inf.com

Marbury Home Owner's Association

4307 Gallatin Street
Hyattsville, MD 20781
301-967-2379
Mrs. Millie Baskin
Md.baskin@verizon.net

State Farm Insurance

7307 Baltimore Ave Ste 110
Mr. Phillip Ates
College Park MD 20740
301-779-0727

Rogal Real Estate, Inc.

4425 Forbes Boulevard, Ste. A
Lanham, MD 20706
Mrs. Joseph
301-459-9350
Pjoseph@rogalrealestate.com



CERTIFICATE OF LIABILITY INSURANCE

MAC&S-1

OP ID: ES

DATE (MM/DD/YYYY)

08/24/2015

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

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

PRODUCER Consolidated Insurance Center 11403 Cronridge Drive, Ste 270 Owings Mills, MD 21117 Daniel S. Workmeister, CIC	CONTACT NAME: Elaine Stromberg
	PHONE (A/C, No., Ext): 443-738-2767 FAX (A/C, No.): 410-363-3520
	E-MAIL ADDRESS: estromberg@cicinc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Companies	NAIC # 10677
INSURER B: Chesapeake Employers Insurance	11039
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mac & Son Tree Expert, Inc.
1438 Eleventh Street
Glenarden, MD 20706

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broadened GL End GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:		CAP54997699	04/13/2014	04/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	3708854RT	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 100,000 EL. DISEASE - EA EMPLOYEE \$ 100,000 EL. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elaine M. Stromberg

© 1988-2014 ACORD CORPORATION. All rights reserved.



STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
FOREST SERVICE



Certificate of Registration
as a
Licensed Tree Expert

This is to certify that

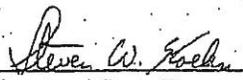
Mr. William C. Mc Millian
MAC & SON TREE EXPERT, INC.
1438 11th Street
Glen Arden, MD 20706

having met the requirements in the Maryland Code is hereby Licensed and qualified to practice as a tree expert and to engage in the business of the treatment and care of trees in the state of Maryland.

License 000129

Issued this Tenth day of January 2014

This license expires December 31, 2015 and is renewable yearly thereafter upon payment of the proper fee, or revoked by the Department for non-compliance with the terms of the Tree Expert Law.


Director / State Forester

This certificate must be displayed in a conspicuous place.

Mac & Son Tree Expert, Inc. LIC. # 129

1438 11th Street
 Glenarden, MD 20706
 301 322 6163 office
 301 322 5210 fax

Estimate

Date	Estimate #
8/23/2015	1859

Name / Address
City Of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

Project

Description	Qty	Cost	Total
Remove Invasive Material on pole located at 8903 Glenarden parkway		3,750.00	3,750.00
Remove Invasive Material on fence over beltway			
Remove invasive Material on Tree 9021 glenarden parkway			
Remove Invasive Material material on vacant lot across from 8606 glenarden parkway			
Invasive material will be removed at the rate of \$ 25.00 per square yard x 150 square yards			
Payment due upon completion of work		Total	\$3,750.00

BID FORM

THE CITY OF GLENARDEN STUMP GRINDING AND VEGETATION REMOVAL

The undersigned hereby certifies that Bidder has examined and fully comprehends the requirements and intent of the plans, and specifications and addendum number(s) Vegetation Removal for the above project; that the Bidder has visited the site and examined all conditions affecting the work and proposes to furnish all labor, material, tools, equipment, engineering, supervision, etc., necessary for or incidental to, the proper execution of the work.

Signature: William C. McMillian Date 8/28/15

Name & Title (type or print) William C. McMillian

Business Name MacA Son Tree Expert

Address 1438 11th Street
Glenarden, Md. 20706

BASE BID: STUMP GRINDING AND TREE REMOVAL

			UNIT	UNIT COST	COST
Base Bid:					
3	750.00		150	25.00	3,750.00
		Total			
TOTAL BASE BID: <u>3,750.00</u>					
WRITTEN: <u>Three thousand seven hundred fifty dollars</u>					

is agreed by and between the parties that the following provisions are made a part of the contract between them and at this instrument constitutes their entire agreement.

INSTANCE OF CONTRACTOR

Mac & Son Tree Expert warrants that is presently insured for liability resulting from injuries to persons or property.

WORKMANSHIP BY CONTRACTOR

Mac & Son Tree Expert warrants the work to be performed will be accomplished in a neat and workmanlike maner by experienced personnel. Mac & Son Tree Expert will attempt to minimize damage to lawn, plants and shrubbery and will not be held responsible for same, unless stated otherwise on contract.

TREE OWNERSHIP AND PERMITS

CUSTOMER warrants that all trees listed in this estimate are located on CUSTOMER'S property and if not, that CUSTOMER has obtained permission from the owner to allow MAC & SON TREE EXPERT to perform the outlined work on them. CUSTOMER agrees to obtain any required permits covering the work and have them available at the job site at the job site at the start of the job. Should any tree be mistakenly identified as ownership or listed work not covered by permits, CUSTOMER agrees to indemnify MAC & SON TREE EXPERT, INC. for any cost or damages.

FOREIGN MATTER IN THE TREE

The customer agrees to pay Mac & Son Tree Expert on a time and materials basis for any additional time required to complete the job occasioned by concrete or other foreign matter in the trunk or branches, the amount and extent of which cannot be determined until the work is completed.

DISPOSAL OF TREE MATERIAL

Unless otherwise indicated hereon, the wood, brush and debris incidental to work will not be removed from the premises of the customer by Mac & Son Tree Expert.

PERFORMANCE BY CONTRACTOR

Mac & Son Tree Expert agrees to do its best to meet performance dates but shall not be held liable in damages or otherwise for delays because of inclement weather or any other cause beyond its controll, nor shall the customer be relieved of payment because of delays.

TERMS OF PAYMENTS

Unless otherwise agreed to and indicated hereon, the customer agrees to settle his account with Mac & Son Tree Expert in full upon completion of contract.

DEFAULT IN PAYMENT

In the event of default, debtor pays all cost of collection, including reasonable attorney's fees, statutory fees, expenses of trustees and other legal costs.

CONTRACT PRICE \$ 3,750.00

ACCEPTANCE OF ESTIMATE

I have read and understand the above provisions, specifications and prices, all of which are hereby accepted. Mac & Son Tree Expert, Inc. is authorized to so the work as specified.

If Applicable:

3/15 Deposit 1/2 Deposit Now
Balance due upon completion of work

Accepted _____

Date _____

CITY OF GLENARDEN, MARYLAND

Equal Opportunity Employer

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, NATIONAL ORIGIN OR ETHNICITY, SEX, PREGNANCY, GENDER IDENTITY, OR FAMILY STATUS, CREED OR RELIGION.

Bidder: _____
Type/Print Name of Firm

Address: _____

City/State: _____
Zip Code

By: _____
Signature of Person Authorized to Sign Bid

Type/Print Name and Title of Person
Authorized to Sign Bid

AGREEMENT

THIS AGREEMENT is entered into this 2nd day of March, 2016, by and between the City of Glenarden, Maryland (“the City”), a municipal corporation of the State of Maryland, and Mac & Son Tree Expert, Inc. (“the Contractor”), a close corporation with its principle place of business at 1438 11th Street, Glenarden, Maryland 20706.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. **Services Provided:** The Contractor shall provide the following services for the City: **Cut down and remove dead trees identified in the Contractor’s Bid Proposal (Estimate # 1858), including removal, grinding, furnishing, reseeding, and mulching of all items identified in the Contractor’s Bid Proposal; grind out 49 tree stumps identified in the Contractor’s Bid Proposal (Estimate # 1857), including removal, furnishing, reseeding, and mulching of all items identified in the Contractor’s Bid Proposal; and remove invasive material at various locations within the City identified in the Contractor’s Bid Proposal (Estimate # 1859)** (“the Services”). All Services shall comply with all applicable federal, State and local laws, including but not limited to the Americans with Disabilities Act (ADA) and any regulations governing the receipt of any federal or State grant funds disbursed with respect to the Services, including but not limited to all laws and regulations of the City of Glenarden. The Services shall be provided as detailed in the Contract Documents listed below, which are attached hereto collectively as Appendix A and incorporated herein by reference:

- (1) Contractor’s Quotation for Services
- (2) Notice of Award
- (3) Insurance Certificate
- (4) Equal Opportunity Employer Form
- (5) Specifications

The Contractor shall begin work on or before 03/04/16, 2016 and shall complete performance of the work as described in Estimate ## 1857 and 1858 within 60 () days. For the vegetation removal described in Estimate # 1859, the Contractor shall begin work no later than April 15, 2016 and shall complete the performance of those services within ten (10) days. The City retains the right to reduce the scope of the Services as the City in its sole discretion determines the City's best interests may require. It is understood by the parties hereto that time is of the essence in the completion of the Services.

2. **Fees:** The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement an amount not to exceed Twenty Thousand One Hundred Ninety-Three and 00/100 Dollars (\$20,193.00).

A. Sixteen Thousand Four Hundred Forty-Three and 00/100 Dollars (\$16,443.00) is payable in a lump sum within thirty (30) days of receipt of an invoice from the Contractor following conclusion of the services described in Estimate ## 1857 and 1858, and acceptance of the materials and services as satisfactory by the City, which acceptance shall be in writing and shall not occur until, at a minimum, the inspection and approval of the work by the City Manager.

B. Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00) is payable in a lump sum within thirty days of receipt of an invoice from the Contractor following conclusion of the services described in Estimate # 1859, and acceptance of the materials and services as satisfactory by the City, which acceptance shall be in writing and shall not occur until, at a minimum, the inspection and approval of the work by the City Manager.

**Resolution Authorizing a Contract with Mac & Son Tree Expert, Inc. for removal of dead trees, stump grinding and removal, and nuisance vegetation removal
R-22-2016**

**City Council of the City of Glenarden, Maryland
2016 Legislation**

Resolution No: R-22-2016
Introduced By: Maxine Phifer, Council President
Co-Sponsors: At the Request of the Administration
Session: Regular Session
Date of Introduction: December 14, 2016

Resolution Authorizing a Contract with Mac & Son Tree Expert, Inc. for removal of dead trees, stump grinding and removal and nuisance vegetation removal

WHEREAS, the City of Glenarden, Maryland (“the City”) engaged G.E. Fielder & Associates (“Fielder”), a qualified planning consultant, to perform a City-wide tree study; and

WHEREAS, Fielder provided a tree study to the City in 2012 that recommended, among other things, the removal of four (4) certain dead trees and nuisance vegetation from public rights-of-way in the City and the grinding and removal of Forty-Nine tree stumps from the public rights-of-way in the City; and

WHEREAS, on or about June 25, 2015 the City published in a newspaper of general circulation in the City and published on its website a request for proposals (“RFP”) requesting proposals for the removal of the four (4) trees in question and related services to grind and remove forty-nine (49) tree stumps and restore the ground surface; and

WHEREAS, the City received two proposals for the work; and

WHEREAS, the City deems the bid from Mac and Son Tree Expert, Inc. in the amount of Four Thousand One Hundred Ninety-Three and 00/100 Dollars (\$4,193.00) for tree removal, Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00) and Twelve Thousand Two Hundred Fifty (\$12,250.00) for tree stump grinding and removal, for a total bid of Twenty Thousand One Hundred Ninety-Three and 00/100 Dollars (\$20,193.00) to be the lowest, most responsive and responsible bid; and

WHEREAS, Mac and Son submitted references along with its proposals from other established entities for similar work and the City contacted the references provided by Mac and Son and determined that the company’s references were satisfied with the quality and timeliness of the company’s work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Glenarden, Maryland sitting in Regular Session this 14th day of December, 2015 as follows:

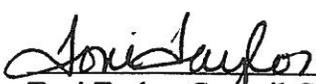
**Resolution Authorizing a Contract with Mac & Son Tree Expert, Inc. for removal of dead trees, stump grinding and removal, and nuisance vegetation removal
R-22-2016**

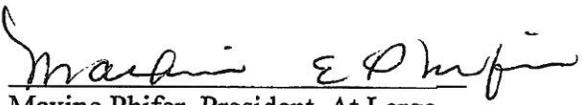
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

1. That the Mayor be and he is hereby authorized to sign a contract in a form acceptable to the City Attorney with Mac & Son Tree Expert, Inc. in the amount of Twenty Thousand One Hundred Ninety-Three and 00/100 Dollars (\$20,193.00); and
2. That the contract amount shall be paid from the General Fund; and
3. That this Resolution shall take effect immediately upon adoption.

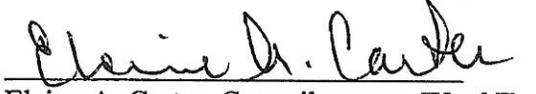
Date Approved: December 14, 2015 City Council of the City of Glenarden

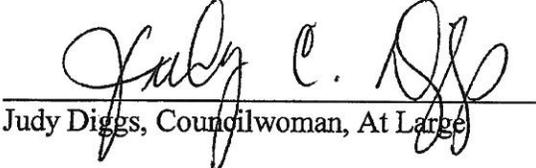
ATTEST:

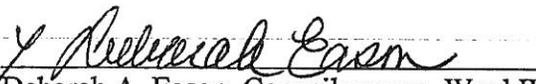

Toni Taylor, Council Clerk


Maxine Phifer, President, At Large

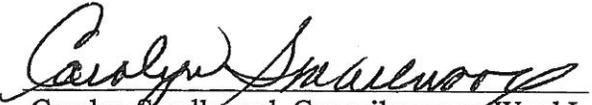

James Herring, Vice Chair, Ward I


Elaine A. Carter, Councilwoman, Ward II


Judy Diggs, Councilwoman, At Large


Deborah A. Eason, Councilwoman, Ward II


Jennifer Jenkins, Councilwoman, Ward III


Carolyn Smallwood, Councilwoman, Ward I

**Resolution Authorizing a Contract with Mac & Son Tree Expert, Inc. for removal of dead trees, stump grinding and removal, and nuisance vegetation removal
R-22-2016**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17

Votes:

Yes

-7-

No

-0-

Abstain

-0-

Approved as to form and legal sufficiency this ____ day of _____, 2015:

Elissa D. Levan, City Attorney

SPECIFICATIONS

City of Glenarden Vegetation Management

James R. Cousins, Jr., Municipal Center
8600 Glenarden Parkway
Glenarden, Maryland 20706-1522

May 2013

GRACE E. FIELDER & ASSOCIATES, CHARTERED
11831 Scaggsville Road #170, Fulton, MD 20759.
(301) 483-3171 , FAX: 301-483-3615 , fielder@gefilder.com

City of Glenarden
Vegetation Management
TECHNICAL SPECIFICATIONS

- A. General Conditions
- B. Statement of Evidence of Responsibility
- C. Bid Form
- D. Technical Specifications

Section 701	Furnishing and Placing Topsoil	0
Section 705	Turfgrass Establishment	0
Section 712	Tree Branch Pruning	0
Section 713	Brush Removal	0
Section 714	Tree Felling and Stump Grinding	0

CITY OF GLENARDEN SHOULD INSERT -
THE CITY'S GENERAL CONDITIONS AND
REQUIREMENTS FOR BIDDING

STATEMENT OF EVIDENCE OF RESPONSIBILITY
City of Glenarden, Maryland

1. Name of Bidder _____
2. Business Address _____

3. Where Incorporated _____
4. Give the numbers of years experience under the present firm's name _____
5. Give details if firm ever declared bankruptcy _____

6. Give details if firm has unsatisfied liens and/or judgments _____

7. Attach at least one reference for each of the bidder's three most recent projects. Include the name of the firm, address, contact person, telephone number, fax number, and description and location of the project.
8. Other Comments: _____

The above statements are true and the information submitted is accurate. The person signing below is authorized to sign for the Bidder.

Signature: _____ Date _____

Name & Title (type or print) _____

ADD ALTERNATE ONE: VEGETATION REMOVAL

			UNIT	UNIT COST	COST
ADD ALTERNATE ONE:					
		Total			
TOTAL ADD ALTERNATE ONE:					
WRITTEN:					

SECTION 701- FURNISHING AND PLACING TOPSOIL

701.01 DESCRIPTION:

Furnished topsoil shall be natural, friable surface soil uniform in color and texture and not supplied from the project.

701.02 QUALITY ASSURANCE:

Topsoil shall be free from any seed or viable parts of shattercane, Johnson Grass, Canada Thistle, bull thistle, plumeless thistle, musk thistle, Phragmites, Common Reed, Bermudagrass, quackgrass and yellow nutsedge.

701.03 MATERIALS:

Furnished topsoil shall consist of screened natural surface soil or manufactured topsoil containing rocks or stones no greater than 1 1/2" in any dimension. The topsoil shall have an organic content of not less than 1.5% by weight. Furnished topsoil shall have a pH value of not less than 6.0; and lime shall be applied and incorporated with the furnished topsoil as specified. Other soil amendments shall be applied as directed by the Engineer.

Grading analysis shall be as follows:

Sieve	Minimum Percent Passing by Weight
50 mm (2 in.)	100
4.75 mm (No. 4)	90
2.00 mm (No. 10)	80

Topsoil shall meet the analysis of sand, silt, and clay when determined in accordance with AASHTO T 88 with the following exception:

Fraction Sizes	Percent Passing by Weight
Sand (2.0-0.050 mm)	20-75
Silt (0.050-0.002 mm)	10-60
Clay (less than 0.002 mm)	5-30

Topsoil shall not be delivered until samples have been approved by the Engineer.

05-2013

701.04 CONSTRUCTION:

(a) **Surface preparation** Before the placing of topsoil, all construction work in the area shall have been completed. Immediately prior to being covered with topsoil, the prepared surface shall be in a loose condition, raked or otherwise loosened.

(b) **Placing and Spreading** Topsoil shall be placed and spread over the areas designated to such a depth that, after natural settlement, the completed work shall be in accordance with the existing grade. Topsoil shall be placed and spread at a depth of four inches (4").

When topsoil can be blended with the substrate, till and mix the topsoil into the substrate.

When topsoil cannot be blended with the substrate, roughen the surface of the substrate to provide a bond for the topsoil layer.

701.05 STORAGE OF TOPSOIL

If storage of topsoil is required, construct storage areas on well-drained land, location to be approved by the City of Glenarden.

Install and maintain silt fence around the edge of the stockpile areas before placing stockpile. Silt fence to be geotextile. Trench the geotextile at least 8 in. vertically into the ground and extend to at least 22 in. above ground. Drive fence post at least 16 in. into the ground and extend at least 26 in. above the ground. Remove silt fence in entirety and repair area after use.

701.06 MEASUREMENT AND PAYMENT:

Payment shall be made on a lump sum basis as shown in the bid proposal and shall include all material, labor, equipment, tools and incidental items necessary to complete the work.

END OF SECTION 701

05-2013

SECTION 705-TURFGRASS ESTABLISHMENT**705.01 DESCRIPTION:**

(a) Prepare soil and establish turfgrass. All work under this section is subject to the Supplemental and General Conditions and Information for Bidders, which form a part of these specifications.

(b) The work includes, but is not limited to, the provision of all material, services, labor, and equipment necessary to construct the following:

Seed bed preparation including application of lime.

Seeding

(c) Seeding shall be done within all disturbed areas identified in contract documents except where paving or other hard surfaces are indicated.

705.02 MATERIALS:**705.02.01 General**

(a) All materials shall conform to those stipulated below, unless otherwise approved in writing by the Owner.

(b) Specified materials to be applied in amounts and methods herein stipulated.

(c) Delivery tickets indicating date, weight, analysis and vendor's name, to be submitted to Owner.

705.02.02 Turfgrass Seed. Grass seed shall be fresh new crop seed complying with requirements stipulated herein.

(a) Grass Seed Mix to approximate the following mix of two general types:

- 1) Native seed mix, and,
- 2) Annual ryegrass, specified as follows:

Annual ryegrass, as a companion cover for the native seed mix and as temporary erosion control, shall be a commercially available seed from reliable sources. Ryegrass seed shall not contain more than 2.0 % of weed seed and inert matter of total (percentage by weight), and annual ryegrass seed shall be free of noxious weed seeds.

(b) Substitution of seed type or percent may not be made without the approval of the
The City of Glenarden.

705.02.03 Mulch. See section 920.05.01 for straw mulch.

705.02.03 Lime. Lime shall be ground Burnt/lime containing not less than 0.05% magnesium and calcium.

705.03 SOIL PREPARATION:

All areas within project limits that are not shown for paving or other special treatment shall have top soil placed to a minimum firm stable depth of 4 inches on it, and be prepared for seeding by bringing ground surfaces to grades shown on the drawings, free of sticks, stones, or other foreign material over 1 inch in any dimension. Surface to conform to finish grade, free of water retaining depressions, soil friable, free of clay and of uniformly firm texture. Surface area shall be tilled to a depth of 4 inches. Owner shall inspect area before seeding.

Lime as specified shall be spread uniformly over designated seeding areas at the rate of One (1) ton per acre.

Work lime into top 2 to 4 inches of topsoil and grade to smooth surface ready for seeding.

705.04 SEEDING

All disturbed and graded soil areas within the project limits that are not shown for paving or special treatment shall be seeded at the following rates (areas shall receive both seed types):

"Shaded Roadside Mix" Native seed mix at 1/3 lb./1,000 sq. ft. and,

Annual ryegrass at 1/2 lb./1,000 sq. ft.

Seed shall be uniformly distributed by hand or mechanical methods with the seeding pattern run in two directions, the second direction being at right angle to the first direction. A seed "carrier" is recommended in order to get uniform distribution. Carriers may include 'kitty litter', 'shop dry', fine sand, or dry sawdust.

Seeding shall take place between August 15th and October 15th or between March 15th to May 15th. Approval of the City of Glenarden will be required before seeding is to begin.

No seeding shall be done during windy weather or when ground is wet or otherwise non-tillable.

Requests for using alternate methods shall be approved by the Landscape Architect prior to application of seed.

The Contractor shall obtain the advice of the seed supplier and their agronomist for specific directions and his recommendations to confirm methods, timing, and conditions needed to assure a successful establishment of the grass they are supplying.

705.05 MULCHING

The following specifications will apply:

- (a) All seeded areas shall be mulched immediately following seeding. Chopped straw to be evenly applied at an average rate of 0.75 tons per acre so as to provide a loose depth of not less than 2 inches or more than 4 inches.

The Contractor is responsible for any disfigurement or damage to any structures or property on or adjacent to this project and is responsible for replacing mulch, if required.

705.06 OVERSEEDING AND RESEEDING. When Turfgrass establishment is not acceptable, perform overseeding and reseeding as directed. Do not apply additional fertilizer or amendments unless directed.

- (a) **Overseeding Thin Turf.** Overseeding consists of seeding and mulching areas where Turfgrass coverage is 40 to 94 percent.

- (1) **Methods.** Cut the Turfgrass to a height of 3 to 4 in. and remove debris that will interfere with seeding. Do not apply herbicide or till soil. Apply seed mixtures and mulch as specified in 705.04 and 705.05.

- (2) **Coverage.** Ensure at least 90 percent of the soil surface is covered with mulch or Turfgrass when overseeding is completed.

- (b) **Reseeding Failed Turf.** Reseeding consists of tilling, seeding and mulching areas where Turfgrass coverage is less than 40 percent.

Grade, prepare soil and seedbed, seed, and mulch as specified in 705.03, 705.04, and 705.05.

705.07 GUARANTEE

The Contractor shall be responsible for mowing all seeded areas and maintaining them in a healthy, vigorous condition at his own expense until all contracted work is completed and accepted by the Owner.

Mowing of seeded areas: Native grass areas shall be allowed to establish then be mowed twice per year, to a minimum height of 12 inches (height after mowing). The first mowing shall be after June 15, and the second mowing after October 15.

The Contractor shall, at his own expense, replace any seed or sod which has died or been damaged during the establishment period.

705.08 FINAL ACCEPTANCE. The Landscape Architect will complete an inspection of the height, color, and percent coverage.

Final acceptance will be granted when the Turfgrass seedlings have grown at least 4 in., exhibit dark green color, and percent coverage at least 95% Turfgrass with 5% other desirable vegetation on slopes equal or less than 4:1 and at least 50% Turfgrass with 50% other desirable vegetation on slopes greater than 4:1.

705.09 MEASUREMENT AND PAYMENT. Turfgrass establishment will be measured and paid for by lump sum. The lump sum will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete work.

SECTION 712 — TREE BRANCH PRUNING

712.01 DESCRIPTION. Prune tree branches

712.02 MATERIALS. Not Applicable

712.03 CONSTRUCTION.

712.03.01 Breakdown List of Contract Prices. Develop a Breakdown List of Contract Prices for each tree to be pruned in the Contract. Include costs for pruning trees and completing all operations per tree.

Submit the Breakdown List of Contract Prices with 14 days after Notice of Award. The Breakdown List will be reviewed by the owner's representative for completeness and balance and will be approved or returned for correction.

712.03.02 Maryland Licensed Tree Expert (LTE). A LTE shall perform or directly supervise the Operation in conformance with accepted arboricultural practices.

712.03.03 Meetings. Meet with the owner's representative, the LTE to review areas, Operations and the Breakdown List of Contract Prices before beginning Operations.

712.03.04 Tree Marking. Mark all trees and shrubs to be felled. Walk the site with the City or the City's representative to obtain approval before beginning Operations.

712.03.05 Equipment. Equipment and tools shall conform to accepted arboricultural practices.

712.03.06 Clean Equipment. Equipment and tools shall be cleaned between each pruning to prevent the spread of disease.

712.03.07 Notice. Notify the City or it's representative at least 10 days before beginning Operations.

712.03.08 Operations. The Contract Documents will indicate the trees to be selectively pruned. Meet ANSI A300 standards for Tree Care Operations. Tree branch pruning shall conform to one or more of the following Operations as specified.

- (a) Cleaning. Remove dead, diseased and broken branches.
- (b) Thinning. Reduce the density of live branches.
- (c) Raising. Provide vertical clearance to a height of 15 ft, or as specified.
- (d) Reducing. Decrease the height or spread.
- (e) Specialty Pruning. To meet the needs of young trees, at planting, once established, for restoration, to maintain, vistas, or to accommodate utilities.

712.03.09 Wood Chipping. Chip wood and dispose of chips from the job site.

712.03.10 Cleanup and Restoration. Promptly remove and dispose of wood debris and other waste materials from the job site.

Avoid damage to existing structures, plants and turfgrass or other landscape materials. Keep turfgrass areas, landscape areas, paved surfaces and sidewalks clean. Restore ruts and damaged turfgrass area by seeding as specified in Section 705. before beginning any new landscape operations.

712.03.11 Damage Repair. Do not injure vegetation to be pruned.

Injuries to bark, trunks, or limbs shall be repaired by cutting, smoothing and tracing the bark in accordance with ANSI A300 Standards for Tree Care Operations.

712.03.12 Damage Compensation. Monetary compensation for damage or loss of trees will be calculated and assessed in conformance with the Guide for Plant Appraisal of the Council of Tree & Landscape Appraisers.

712.04 MEASUREMENT AND PAYMENT. Tree Branch Pruning will not be measured, but will be paid for at the Contract lump sum price based upon the Breakdown List of Contract Prices.

The payment will be full compensation for all labor, material, equipment, tools and incidentals necessary to complete the work. If the City of Glenarden requests a change, the units and payment will be adjusted on the basis of the approved Breakdown List of Contract Prices.

END OF SECTION 712

SECTION 713 — BRUSH REMOVAL

713.01 DESCRIPTION. Removed brush as specified on the Plans.

713.02 MATERIALS.

(a) Herbicide. Herbicide shall control or prevent regrowth of plants or vegetation. Herbicide shall be EPA-Approved and registered for use in Maryland to control plants.

(b) Marking Dye. Marking dyes shall be used to color spray solutions, be nonphytotoxic, oil or water soluble and compatible with the products they are applied with. Marking dye products shall be approved by the City of Glenarden.

713.03.03 Maryland Licensed Tree Expert (LTE). A LTE shall perform or directly supervise the Operation in conformance with accepted arboricultural practices.

713.03.04 Meetings. Meet with the owner's representative, the LTE to review areas and Operations before beginning Operations.

713.03.04 Marking. Mark areas where brush is to be removed. Identify trees and shrubs to be preserved and protected. Ensure that marking and identification is completed and approved before beginning Operations. Obtain approval from the City or the City's representative before beginning Operations.

713.03.05 Equipment. Equipment and tools shall conform to accepted arboricultural practices.

713.03.06 Notice. Notify the City or its representative at least 10 days before beginning Operations.

713.03.07 Operations. Brush removal shall involve marking, cutting, herbicide treatment, and debris removal of areas of living or dead vegetation. Do not injure vegetation identified for preservation.

Cut the vegetation to a height of no more than 1 in. above the soil surface. Immediately treat the cambium layer and exposed bark of live stumps with an approved herbicide solution and marking dye. Remove all wood and herbaceous wood debris and dispose of properly.

713.03.08 Wood Chipping. Chip wood and dispose of chips properly.

713.03.09 Cleanup and Restoration. Promptly remove and dispose of wood debris and other waste materials from the job site.

Avoid damage to existing structures, plants and turfgrass or other landscape materials. Keep turfgrass areas, landscape areas, paved surfaces and sidewalks clean. Restore ruts

and damaged turfgrass area by seeding as specified in Section 705, before beginning any new landscape operations.

713.03.10 **Damage Repair.** Do not injure vegetation to be preserved.

Injuries to bark, trunks, or limbs shall be repaired by cutting, smoothing and tracing the bark in accordance with ANSI A300 Standards for Tree Care Operations.

713.03.12 **Damage Compensation.** Monetary compensation for damage or loss of trees will be calculated and assessed in conformance with the Guide for Plant Appraisal of the Council of Tree & Landscape Appraisers.

713.04 MEASUREMENT AND PAYMENT.

Brush removal will be paid for at the Contract unit price per square yard, based upon the Breakdown List of Contract Prices.

The payment will be full compensation for all labor, material, equipment, tools and incidentals necessary to complete the work. If the City of Glenarden requests a change, the units and payment will be adjusted on the basis of the approved Breakdown List of Contract Prices.

END OF SECTION 713

SECTION 714 — TREE FELLING AND STUMP GRINDING

714.01 DESCRIPTION. Fell trees and grind stumps as specified

714.02 MATERIALS.

Furnished Topsoil 701

714.03 CONSTRUCTION.

714.03.01 Breakdown List of Contract Prices. Develop a Breakdown List of Contract Prices for each tree and/or stump in the Contract. Include costs for felling trees, and/or grinding stumps and completing all operations per tree and/or stump.

Submit the Breakdown List of Contract Prices with 14 days after Notice of Award. The Breakdown List will be reviewed by the owner's representative for completeness and balance and will be approved or returned for correction.

714.03.02 Maryland Licensed Tree Expert (LTE). A LTE shall perform or directly supervise the Operation in conformance with accepted arboricultural practices, when removing a tree.

714.03.03 Meetings. Meet with the owner's representative, the LTE to review areas, Operations and the Breakdown List of Contract Prices before beginning Operations.

714.03.04 Utilities and Tree Marking.

(a) Utilities Marking. Contact "Miss Utility" or another approved service to identify and mark utilities in the Limit of Work.

(b) Tree Marking. Mark all trees and shrubs to be felled. Obtain approval from the City or the City's representative before beginning Operations.

714.03.05 Equipment. Equipment and tools shall conform to accepted arboricultural practices.

714.03.06 Notice. Notify the City or it's representative at least 10 days before beginning Operations.

714.03.07 Operations. Tree Felling/Stump Removal shall involve cutting, stump removal, stump grinding and debris removal of selected living or dead trees and existing stumps.

When trees cannot be felled as a unit without danger to traffic or injury to other plants or property, remove the top sections until the tree can be safely felled.

Fell the trees identified to be removed and the stumps or grind them to a depth at least 8 in. below the soil surface. Grind the existing stumps to a depth of at least 8 in. below the soil surface. Remove wood debris and stump grindings. Within 24 hours after removal or grinding, backfill the stump holes with topsoil to the surrounding soil level. Seed as specified in Section 705.

714.03.08 Wood Chipping. Chip wood and dispose of chips from the job site.

714.03.09 Cleanup and Restoration. Promptly remove and dispose of wood debris and other waste materials from the job site.

Avoid damage to existing structures, plants and turfgrass or other landscape materials. Keep turfgrass areas, landscape areas, paved surfaces and sidewalks clean. Restore ruts and damaged turfgrass area by seeding as specified in Section 705. before beginning any new landscape operations.

714.03.10 Damage Compensation. Monetary compensation for damage or loss of trees will be calculated and assessed in conformance with the Guide for Plant Appraisal of the Council of Tree & Landscape Appraisers.

714.04 MEASUREMENT AND PAYMENT.

Tree Felling and Stump Removal will not be measured, but will be paid for at the Contract lump sum price based upon the Breakdown List of Contract Prices specified in 714.03.01

END OF SECTION 714

City of Glenarden Tree Stump Removal

From Glenarden Parkway to Dellwood Avenue

<u>ADDRESS</u>	<u>NUMBER OF STUMPS</u>
7929 Glenarden Parkway	2
7927 Glenarden Parkway	1
7925 Glenarden Parkway	1
7923 Glenarden Parkway	1
7921 Glenarden Parkway	1
7919 Glenarden Parkway	1
7915 Glenarden Parkway	1
7911 Glenarden Parkway	1
7909 Glenarden Parkway	1
7907 Glenarden Parkway	1
7905 Glenarden Parkway	1
7903 Glenarden Parkway	1
7901 Glenarden Parkway	1
Across from 7820 Glenarden Parkway	1
7819 Glenarden Parkway	1
7815 Glenarden Parkway	1
7813 Glenarden Parkway	1
7811 Glenarden Parkway	1
7809 Glenarden Parkway	1

City of Glenarden Tree Stump Removal

From Glenarden Parkway to Dellwood Avenue

ADDRESS	NUMBER OF STUMPS
7805 Glenarden Parkway	1
7803 Glenarden Parkway	1
7715 Glenarden Parkway	1
7713 Glenarden Parkway	1
7711 Glenarden Parkway	1
7709 Glenarden Parkway	1
7707 Glenarden Parkway	1
7705 Glenarden Parkway	1
7703 Glenarden Parkway	1
7701 Glenarden Parkway	1
TOTAL	30

City of Glenarden Tree Stump Removal

From Glenarden Municipal Center on Glenarden Parkway to 11th Street

<u>ADDRESS</u>	<u>NUMBER OF STUMPS</u>
8639 Glenarden Parkway	1
8657 Glenarden Parkway	1
1415 Glenarden Parkway	2
8663 Glenarden Parkway	1
8700 Glenarden Parkway	1
8711 Glenarden Parkway	2
8721 Glenarden Parkway	1
8665 Glenarden Parkway	2
8633 Glenarden Parkway	2
8625 Glenarden Parkway	1
8621 Glenarden Parkway	1
8617 Glenarden Parkway	1
8611 Glenarden Parkway	1
8624 Glenarden Parkway	1
Vacant lot across from 8800 Glenarden Parkway	1
TOTAL	19

City of Glenarden Dead Tree Removal

Glenarden Parkway

ADDRESS	NUMBER OF DEAD TREES
8628 Glenarden Parkway	2
9021 Glenarden Parkway	1
Across from 7818 Glenarden Parkway vacant lot	1
TOTAL	4

CITY OF GLENARDEN SHOULD INSERT -
THE CITY'S GENERAL CONDITIONS AND
REQUIREMENTS FOR BIDDING

Mac & Son Tree Expert, Inc. LIC. # 129

1438 11th Street
 Glenarden, MD 20706
 301 322 6163 office
 301 322 5210 fax

Estimate

Date	Estimate #
8/23/2015	1858

Name / Address
City Of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

			Project
Description	Qty	Cost	Total
Cut down / remove dead tree located at 9021 Glenarden Parkway Tree grown inside fence. fence will have to be cut Home Owner will be responsible for replacing fence		2,495.00	2,495.00
Cut down/ remove dead tree across from 7818 Glenarden Parkway		1,498.00	1,498.00
Cut down / remove two dead trees 8628 Glenarden Parkway		200.00	200.00
All wood, limbs, brush and debris will be hauled away and disposed of in accordance with the City Of Glenarden Specifications 714.01, 714.02, 714.03.01, 714.03.02 714.03.03, 714.03.04, 714.03.05, 714.03.06 All stumps will be ground out and grinding hauled away and dispose of Top soil will be furnished and placed in accordance with Glenarden Specifications 701.01, 701.02, 701.03 and 705.04 Reseed and establish Turfgrass in accordance with City Of Glenarden Specifications 705.01, 705.02.02 in affected areas All affected areas will be mulched in accordance with City of Glenarden Specifications 705.05 and 705.06.			
Payment due upon completion of work		Total	\$4,193.00

is agreed by and between the parties that the following provisions are made a part of the contract between them and at this instrument constitutes their entire agreement.

INSTANCE OF CONTRACTOR

Mac & Son Tree Expert warrants that is presently insured for liability resulting from injuries to persons or property.

WORKMANSHIP BY CONTRACTOR

Mac & Son Tree Expert warrants the work to be performed will be accomplished in a neat and workmanlike manner by experienced personnel. Mac & Son Tree Expert will attempt to minimize damage to lawn, plants and shrubbery and will not be held responsible for same, unless stated otherwise on contract.

TREE OWNERSHIP AND PERMITS

CUSTOMER warrants that all trees listed in this estimate are located on CUSTOMER'S property and if not, that CUSTOMER has obtained permission from the owner to allow MAC & SON TREE EXPERT to perform the outlined work on them. CUSTOMER agrees to obtain any required permits covering the work and have them available at the job site at the start of the job. Should any tree be mistakenly identified as ownership or listed work not covered by permits, CUSTOMER agrees to indemnify MAC & SON TREE EXPERT, INC. for any cost or damages.

FOREIGN MATTER IN THE TREE

The customer agrees to pay Mac & Son Tree Expert on a time and materials basis for any additional time required to complete the job occasioned by concrete or other foreign matter in the trunk or branches, the amount and extent of which cannot be determined until the work is completed.

DISPOSAL OF TREE MATERIAL

Unless otherwise indicated hereon, the wood, brush and debris incidental to work will not be removed from the premises of the customer by Mac & Son Tree Expert.

PERFORMANCE BY CONTRACTOR

Mac & Son Tree Expert agrees to do its best to meet performance dates but shall not be held liable in damages or otherwise for delays because of inclement weather or any other cause beyond its control, nor shall the customer be relieved of payment because of delays.

TERMS OF PAYMENTS

Unless otherwise agreed to and indicated hereon, the customer agrees to settle his account with Mac & Son Tree Expert in full upon completion of contract.

DEFAULT IN PAYMENT

In the event of default, debtor pays all cost of collection, including reasonable attorney's fees, statutory fees, expenses of trustees and other legal costs.

CONTRACT PRICE \$4,193.00

ACCEPTANCE OF ESTIMATE

I have read and understand the above provisions, specifications and prices, all of which are hereby accepted. Mac & Son Tree Expert, Inc. is authorized to do the work as specified.

If Applicable:

<input type="checkbox"/> 1/3 Deposit	<input type="checkbox"/> 1/2 Deposit Now
Balance due upon completion of work	

Accepted _____

Date _____

STATEMENT OF EVIDENCE OF RESPONSIBILITY
City of Glenarden, Maryland

1. Name of Bidder March Son Tree Expert, Inc.
2. Business Address 1438 11th Street
Glenarden, Md. 20706
3. Where Incorporated Delaware
4. Give the numbers of years experience under the present firm's name 14
5. Give details if firm ever declared bankruptcy N/A
6. Give details if firm has unsatisfied liens and/or judgments N/A
7. Attach at least one reference for each of the bidder's three most recent projects. Include the name of the firm, address, contact person, telephone number, fax number, and description and location of the project.
8. Other Comments _____

The above statements are true and the information submitted is accurate. The person signing below is authorized to sign for the Bidder.

Signature: William C. McMillian Date 8/28/15
Name & Title (type or print) William C. McMillian

BID FORM

THE CITY OF GLENARDEN STUMP GRINDING AND VEGETATION REMOVAL

The undersigned hereby certifies that Bidder has examined and fully comprehends the requirements and intent of the plans, and specifications and addendum number(s) Tree Removal for the above project; that the Bidder has visited the site and examined all conditions affecting the work and proposes to furnish all labor, material, tools, equipment, engineering, supervision, etc., necessary for or incidental to, the proper execution of the work.

Signature: William C. McMillian Date 8/28/15

Name & Title (type or print)
William C. McMillian

Business Name Mac & Son Tree Expert, Inc.

Address 1438 114th Street
Glenarden, Md. 20706

BASE BID: STUMP GRINDING AND TREE REMOVAL

		UNIT	UNIT COST	COST
Base Bid:				
4,	193.00			4,193.00
		Total		4,193.00
TOTAL BASE BID:				
WRITTEN: <u>four thousand one hundred ninety three dollars</u>				



CERTIFICATE OF LIABILITY INSURANCE

MAC&S-1

OP ID: ES

DATE (MM/DD/YYYY)
08/24/2015

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

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

PRODUCER Consolidated Insurance Center 11403 Cronridge Drive, Ste 270 Owings Mills, MD 21117 Daniel S. Workmeister, CIC	CONTACT NAME: Elaine Stromberg	
	PHONE (A/C, No, Ext): 443-738-2767	FAX (A/C, No): 410-363-3520
E-MAIL ADDRESS: estromberg@cicinc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance Companies		10677
INSURER B: Chesapeake Employers Insurance		11039
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Mac & Son Tree Expert, Inc.
1438 Eleventh Street
Glenarden, MD 20706

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADBL SUBR INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broadened GL End GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CAP54997699	04/13/2014	04/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	3708854RT	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elaine M. Stromberg

© 1988-2014 ACORD CORPORATION. All rights reserved.



Mac & Son Tree Expert, Inc.



1438 11th Street, Glenarden, MD 20706 • Phone (301) 322-6163 • Fax (301) 322-5210 • Voice Pager (301) 943-6765

Mac & Son Tree Expert, Inc. references

RGN Management

1300 Mercantile Lane
Largo, MD 20774
301-583-7755
Mrs. Gwen Nicholson
gwen@rgnmanagement.com

Long & Foster Real Estate

2191 Defense Highway
Crofton, MD 21114
301-809-3223
Catherine Hamel
catherinehamel@inf.com

Marbury Home Owner's Association

4307 Gallatin Street
Hyattsville, MD 20781
301-967-2379
Mrs. Millie Baskin
Md.baskin@verizon.net

State Farm Insurance

7307 Baltimore Ave Ste 110
Mr. Phillip Ates
College Park MD 20740
301-779-0727

Rogal Real Estate, Inc.

4425 Forbes Boulevard, Ste. A
Lanham, MD 20706
Mrs. Joseph
301-459-9350
Pjoseph@rogalrealestate.com

• Tree and Stump Removal • Seasoned Firewood • Bob Cat Services Trimming • Trash Removal • Maintenance Pruning •
• Licensed • Insured •



STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
FOREST SERVICE



Certificate of Registration
as a
Licensed Tree Expert

This is to certify that

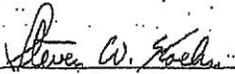
Mr. William C. McMillian
MAC & SON TREE EXPERT, INC.
1438 11th Street
Glen Arden, MD 20706

having met the requirements in the Maryland Code is hereby Licensed and qualified to practice as a tree expert and to engage in the business of the treatment and care of trees in the state of Maryland.

License: 000129

Issued this Tenth day of January 2014

This license expires December 31, 2015 and is renewable yearly thereafter upon payment of the proper fee, or revoked by the Department for non-compliance with the terms of the Tree Expert Law.


Director / State Forester

This certificate must be displayed in a conspicuous place.

Mac & Son Tree Expert, Inc. LIC. # 129

1438 11th Street
 Glenarden, MD 20706
 301 322 6163 office
 301 322 5210 fax

Estimate

Date	Estimate #
8/23/2015	1857

Name / Address
City Of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

			Project
Description	Qty	Cost	Total
Grind out thirty stumps located between Dellwood Avenue and Glenarden Parkway (\$ 250.00 per stump)		12,250.00	12,250.00
Grind out nineteen stumps located between glenarden Parkway and 11th Street (\$ 250.00 per stump)			
Remove, haul away and dispose of Grinding			
Furnish and place topsoil in accordance with City Of Glenarden Specification 701.01, 701.02 and 701.03, 705.03, 705.04			
Reseed and establish turfgrass in accordance with city of Glenarden specifications 705.01, 705.02, 70502.01 and 705.02.02			
All affected areas will be mulched in accordance with city Of glenarden Specifications 705.05 and 705.06			
Payment due upon completion of work	Total		\$12,250.00

is agreed by and between the parties that the following provisions are made a part of the contract between them and that this instrument constitutes their entire agreement.

ASSURANCE OF CONTRACTOR

Mac & Son Tree Expert warrants that it is presently insured for liability resulting from injuries to persons or property.

WORKMANSHIP BY CONTRACTOR

Mac & Son Tree Expert warrants the work to be performed will be accomplished in a neat and workmanlike manner by experienced personnel. Mac & Son Tree Expert will attempt to minimize damage to lawn, plants and shrubbery and will not be held responsible for same, unless stated otherwise on contract.

TREE OWNERSHIP AND PERMITS

CUSTOMER warrants that all trees listed in this estimate are located on CUSTOMER'S property and if not, that CUSTOMER has obtained permission from the owner to allow MAC & SON TREE EXPERT to perform the outlined work on them. CUSTOMER agrees to obtain any required permits covering the work and have them available at the job site at the start of the job. Should any tree be mistakenly identified as ownership or listed work not covered by permits, CUSTOMER agrees to indemnify MAC & SON TREE EXPERT, INC. for any cost or damages.

FOREIGN MATTER IN THE TREE

The customer agrees to pay Mac & Son Tree Expert on a time and materials basis for any additional time required to complete the job occasioned by concrete or other foreign matter in the trunk or branches, the amount and extent of which cannot be determined until the work is completed.

DISPOSAL OF TREE MATERIAL

Unless otherwise indicated hereon, the wood, brush and debris incidental to work will not be removed from the premises of the customer by Mac & Son Tree Expert.

PERFORMANCE BY CONTRACTOR

Mac & Son Tree Expert agrees to do its best to meet performance dates but shall not be held liable in damages or otherwise for delays because of inclement weather or any other cause beyond its control, nor shall the customer be relieved of payment because of delays.

TERMS OF PAYMENTS

Unless otherwise agreed to and indicated hereon, the customer agrees to settle his account with Mac & Son Tree Expert in full upon completion of contract.

DEFAULT IN PAYMENT

In the event of default, debtor pays all cost of collection, including reasonable attorney's fees, statutory fees, expenses of trustees and other legal costs.

CONTRACT PRICE \$12,500.00

ACCEPTANCE OF ESTIMATE

I have read and understand the above provisions, specifications and prices, all of which are hereby accepted. Mac & Son Tree Expert, Inc. is authorized to do the work as specified.

If Applicable:

<input type="checkbox"/> 1/2 Deposit	<input type="checkbox"/> 1/2 Deposit Now
<input type="checkbox"/> Balance due upon completion of work	

Accepted _____

Date _____

BID FORM

THE CITY OF GLENARDEN STUMP GRINDING AND VEGETATION REMOVAL

The undersigned hereby certifies that Bidder has examined and fully comprehends the requirements and intent of the plans, and specifications and addendum number(s) Stamp Grinding for the above project; that the Bidder has visited the site and examined all conditions affecting the work and proposes to furnish all labor, material, tools, equipment, engineering, supervision, etc., necessary for or incidental to, the proper execution of the work.

Signature: William C. McMillian Date 8/28/15

Name & Title (type or print) William C. McMillian

Business Name Mac & Son Tree Expert, Inc.

Address 1438 11th Street
Glenarden, Md. 20706

BASE BID: STUMP GRINDING AND TREE REMOVAL

			UNIT	UNIT COST	COST
Base Bid:					
12,	500		49	250.00	12,500.00
			Total		12,500.00
TOTAL BASE BID:					
WRITTEN: <u>Twelve thousand five hundred dollars</u>					

STATEMENT OF EVIDENCE OF RESPONSIBILITY
City of Glenarden, Maryland

1. Name of Bidder Mac & Son Tree Expert, Inc.
2. Business Address 1438 11th Street
Glenarden, Md. 20706
3. Where Incorporated Delaware
4. Give the numbers of years experience under the present firm's name 14
5. Give details if firm ever declared bankruptcy N/A
6. Give details if firm has unsatisfied liens and/or judgments N/A
7. Attach at least one reference for each of the bidder's three most recent projects. Include the name of the firm, address, contact person, telephone number, fax number, and description and location of the project.
8. Other Comments _____

The above statements are true and the information submitted is accurate. The person signing below is authorized to sign for the Bidder.

Signature: William C. McMillian Date 8/28/15
Name & Title (type or print) William C. McMillian



Mac & Son Tree Expert, Inc.



1438 11th Street, Glenarden, MD 20706 • Phone (301) 322-6163 • Fax (301) 322-5210 • Voice Pager (301) 943-6765

Mac & Son Tree Expert, Inc. references

RGN Management

1300 Mercantile Lane
Largo, MD 20774
301-583-7755
Mrs. Gwen Nicholson
gwen@rgnmanagement.com

Long & Foster Real Estate

2191 Defense Highway
Crofton, MD 21114
301-809-3223
Catherine Hamel
catherinehamel@inf.com

Marbury Home Owner's Association

4307 Gallatin Street
Hyattsville, MD 20781
301-967-2379
Mrs. Millie Baskin
Md.baskin@verizon.net

State Farm Insurance

7307 Baltimore Ave Ste 110
Mr. Phillip Ates
College Park MD 20740
301-779-0727

Rogal Real Estate, Inc.

4425 Forbes Boulevard, Ste. A
Lanham, MD 20706
Mrs. Joseph
301-459-9350
Pjoseph@rogalrealestate.com

• Tree and Stump Removal • Seasoned Firewood • Bob Cat Services Trimming • Trash Removal • Maintenance Pruning •
• Licensed • Insured •



CERTIFICATE OF LIABILITY INSURANCE

MAC&S:1

OP ID: ES

DATE (MM/DD/YYYY)

08/24/2015

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

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

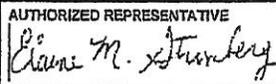
PRODUCER Consolidated Insurance Center 11403 Cronridge Drive, Ste 270 Owings Mills, MD 21117 Daniel S. Workmeister, CIC	CONTACT NAME: Elaine Stromberg	FAX (A/C, No): 410-363-3520	
	PHONE (A/C, No, Ext): 443-738-2767	E-MAIL ADDRESS: estromberg@cicinc.com	
INSURED Mac & Son Tree Expert, Inc. 1438 Eleventh Street Glenarden, MD 20706	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Companies		10677
	INSURER B: Chesapeake Employers Insurance		11039
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broadened GL End GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CAP54997699	04/13/2014	04/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	3708854RT	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 100,000 EL. DISEASE - EA EMPLOYEE \$ 100,000 EL. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER City of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.



STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
FOREST SERVICE



Certificate of Registration
as a
Licensed Tree Expert

This is to certify that

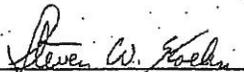
Mr. William C. Mc Millian
MAC & SON TREE EXPERT, INC
1438 11th Street
Glen Arden, MD 20706

having met the requirements in the Maryland Code is hereby Licensed and qualified to practice as a tree expert and to engage in the business of the treatment and care of trees in the state of Maryland.

License 000129

Issued this Tenth day of January 2014

This license expires December 31, 2015 and is renewable yearly thereafter upon payment of the proper fee, or revoked by the Department for non-compliance with the terms of the Tree Expert Law.



Director / State Forester

This certificate must be displayed in a conspicuous place.

Mac & Son Tree Expert, Inc. LIC. # 129

Estimate

1438 11th Street
 Glenarden, MD 20706
 301 322 6163 office
 301 322 5210 fax

Date	Estimate #
8/23/2015	1859

Name / Address
City Of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

Project

Description	Qty	Cost	Total
Remove Invasive Material on pole located at 8903 Glenarden parkway		3,750.00	3,750.00
Remove Invasive Material on fence over beltway			
Remove invasive Material on Tree 9021 glenarden parkway			
Remove Invasive Material material on vacant lot across from 8606 glenarden parkway			
Invasive material will be removed at the rate of \$ 25.00 per square yard x 150 square yards			
Payment due upon completion of work		Total	\$3,750.00

BID FORM

THE CITY OF GLENARDEN STUMP GRINDING AND VEGETATION REMOVAL

The undersigned hereby certifies that Bidder has examined and fully comprehends the requirements and intent of the plans, and specifications and addendum number(s) Vegetation Removal for the above project; that the Bidder has visited the site and examined all conditions affecting the work and proposes to furnish all labor, material, tools, equipment, engineering, supervision, etc., necessary for or incidental to, the proper execution of the work.

Signature: William C. McMillian Date 8/28/15

Name & Title (type or print) William C. McMillian

Business Name MacA Son Tree Expert

Address 1438 11th Street

Glenarden, Md. 20706

BASE BID: STUMP GRINDING AND TREE REMOVAL

			UNIT	UNIT COST	COST
Base Bid:					
3	750.00		150	25.00	3,750.00
		Total			
TOTAL BASE BID: <u>3,750.00</u>					
WRITTEN: <u>Three thousand seven hundred fifty dollars</u>					

is agreed by and between the parties that the following provisions are made a part of the contract between them and at this instrument constitutes their entire agreement.

ASSURANCE OF CONTRACTOR

Mac & Son Tree Expert warrants that it is presently insured for liability resulting from injuries to persons or property.

WORKMANSHIP BY CONTRACTOR

Mac & Son Tree Expert warrants the work to be performed will be accomplished in a neat and workmanlike manner by experienced personnel. Mac & Son Tree Expert will attempt to minimize damage to lawn, plants and shrubbery and will not be held responsible for same, unless stated otherwise on contract.

TREE OWNERSHIP AND PERMITS

CUSTOMER warrants that all trees listed in this estimate are located on CUSTOMER'S property and if not, that CUSTOMER has obtained permission from the owner to allow MAC & SON TREE EXPERT to perform the outlined work on them. CUSTOMER agrees to obtain any required permits covering the work and have them available at the job site at the start of the job. Should any tree be mistakenly identified as ownership or listed work not covered by permits, CUSTOMER agrees to indemnify MAC & SON TREE EXPERT, INC. for any cost or damages.

FOREIGN MATTER IN THE TREE

The customer agrees to pay Mac & Son Tree Expert on a time and materials basis for any additional time required to complete the job occasioned by concrete or other foreign matter in the trunk or branches, the amount and extent of which cannot be determined until the work is completed.

DISPOSAL OF TREE MATERIAL

Unless otherwise indicated hereon, the wood, brush and debris incidental to work will not be removed from the premises of the customer by Mac & Son Tree Expert.

PERFORMANCE BY CONTRACTOR

Mac & Son Tree Expert agrees to do its best to meet performance dates but shall not be held liable in damages or otherwise for delays because of inclement weather or any other cause beyond its control, nor shall the customer be relieved of payment because of delays.

TERMS OF PAYMENTS

Unless otherwise agreed to and indicated hereon, the customer agrees to settle his account with Mac & Son Tree Expert in full upon completion of contract.

DEFAULT IN PAYMENT

In the event of default, debtor pays all cost of collection, including reasonable attorney's fees, statutory fees, expenses of trustees and other legal costs.

CONTRACT PRICE \$ 3,750.00

ACCEPTANCE OF ESTIMATE

I have read and understand the above provisions, specifications and prices, all of which are hereby accepted. Mac & Son Tree Expert, Inc. is authorized to do the work as specified.

If Applicable:

<input type="checkbox"/> 1/3 Deposit	<input type="checkbox"/> 1/2 Deposit Now
Balance due upon completion of work	

Accepted _____

Date _____

CITY OF GLENARDEN, MARYLAND

Equal Opportunity Employer

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, NATIONAL ORIGIN OR ETHNICITY, SEX, PREGNANCY, GENDER IDENTITY, OR FAMILY STATUS, CREED OR RELIGION.

Bidder: _____
Type/Print Name of Firm

Address: _____

City/State: _____
Zip Code

By: _____
Signature of Person Authorized to Sign Bid

Type/Print Name and Title of Person
Authorized to Sign Bid

AGREEMENT

THIS AGREEMENT is entered into this 2nd day of March, 2016, by and between the City of Glenarden, Maryland (“the City”), a municipal corporation of the State of Maryland, and Mac & Son Tree Expert, Inc. (“the Contractor”), a close corporation with its principle place of business at 1438 11th Street, Glenarden, Maryland 20706.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. **Services Provided:** The Contractor shall provide the following services for the City: **Cut down and remove dead trees identified in the Contractor’s Bid Proposal (Estimate # 1858), including removal, grinding, furnishing, reseeding, and mulching of all items identified in the Contractor’s Bid Proposal; grind out 49 tree stumps identified in the Contractor’s Bid Proposal (Estimate # 1857), including removal, furnishing, reseeding, and mulching of all items identified in the Contractor’s Bid Proposal; and remove invasive material at various locations within the City identified in the Contractor’s Bid Proposal (Estimate # 1859)** (“the Services”). All Services shall comply with all applicable federal, State and local laws, including but not limited to the Americans with Disabilities Act (ADA) and any regulations governing the receipt of any federal or State grant funds disbursed with respect to the Services, including but not limited to all laws and regulations of the City of Glenarden. The Services shall be provided as detailed in the Contract Documents listed below, which are attached hereto collectively as Appendix A and incorporated herein by reference:

- (1) Contractor’s Quotation for Services
- (2) Notice of Award
- (3) Insurance Certificate
- (4) Equal Opportunity Employer Form
- (5) Specifications

The Contractor shall begin work on or before 03/04/16, 2016 and shall complete performance of the work as described in Estimate ## 1857 and 1858 within 60 () days. For the vegetation removal described in Estimate # 1859, the Contractor shall begin work no later than April 15, 2016 and shall complete the performance of those services within ten (10) days. The City retains the right to reduce the scope of the Services as the City in its sole discretion determines the City's best interests may require. It is understood by the parties hereto that time is of the essence in the completion of the Services.

2. **Fees:** The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement an amount not to exceed Twenty Thousand One Hundred Ninety-Three and 00/100 Dollars (\$20,193.00).

A. Sixteen Thousand Four Hundred Forty-Three and 00/100 Dollars (\$16,443.00) is payable in a lump sum within thirty (30) days of receipt of an invoice from the Contractor following conclusion of the services described in Estimate ## 1857 and 1858, and acceptance of the materials and services as satisfactory by the City, which acceptance shall be in writing and shall not occur until, at a minimum, the inspection and approval of the work by the City Manager.

B. Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00) is payable in a lump sum within thirty days of receipt of an invoice from the Contractor following conclusion of the services described in Estimate # 1859, and acceptance of the materials and services as satisfactory by the City, which acceptance shall be in writing and shall not occur until, at a minimum, the inspection and approval of the work by the City Manager.

3. **Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

4. **Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. 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, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in 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 the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the 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.

5. **Insurance:** The Contractor covenants to maintain all applicable insurance, the amounts set forth herein. The Contractor further agrees to provide evidence of such insurance within ten (10) days from notice of award. The Certificates of Insurance shall provide that the City shall be

given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. Contractor must provide Certificates of Insurance to the City before commencing any work pursuant to this Agreement. All insurance must name the City as an additional insured, not just a certificate holder.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE 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.

A. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance.

B. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance in the amount set forth herein. Coverage shall include completed operations and contractual liability coverage and shall be issued on an occurrences basis.

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

(2) Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. Automobile Liability Insurance: The Contractor shall provide motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

(1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;

(2) Property damage liability with a limit of \$100,000 each accident.

6. **Doing Business in Maryland:** The Contractor warrants and represents that (1) if it is a corporate entity, it is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) it is in good standing with SDAT and has paid all taxes (including but not limited to income, real property, and personal property taxes) due the State of Maryland or any other governmental entity.

7. **Compliance with Laws:** The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the services herein contracted for.

8. **Indemnification:** The Contractor shall be responsible for and indemnify, defend and hold the City harmless from and against any and all claims or judgments for loss, personal injury and/or property damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the Services or for any failure of the materials supplied under this Agreement or for any failure by the Contractor to perform the obligations of this Agreement. This indemnification includes, but is not limited to, attorneys' fees and any cost incurred by the City in defending any such claim.

9. **Not Assignable:** The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no

contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the City.

10. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

11. City's Right to Terminate: The Services may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Contractor is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the City

Manager that the adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination. Notwithstanding the foregoing, if the Agreement is terminated due to the fault, default, or material breach of its obligations by the Contractor, the City shall not be liable to the Contractor for any outstanding amounts and shall be entitled to retain all amounts otherwise claimed by the Contractor and, in addition, shall retain all remedies available to it by law, including damages for breach of contract and the right to cover.

12. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

13. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly consent to the jurisdiction thereof, acknowledge that jurisdiction and venue are proper therein, and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

14. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the Glenarden City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

15. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created

hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

16. **Notices:** Any notices required to be sent by one party to the other pursuant to this Agreement shall be sent as follows:

If to the City, to: City Manager
 City of Glenarden, Maryland
 James R. Cousins, Jr. Municipal Center
 8600 Glenarden Parkway
 Glenarden, MD 20706
 (410) 848-9000

If to Contractor, to: William C. McMillian, Owner
 1438 11th Street
 Glenarden, Maryland 20706
 (301) 322-6163
 Fax: (301) 322-5210

17. **Record Retention, Audits and Inspections:** The Contractor shall:

A. Retain all financial and project-related records for a period of three (3) years from the date of issuance of final payment hereunder;

B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

Chapman

MAC & SON TREE EXPERT, INC.

BY: William C. McMillian
William C. McMillian, Owner

WITNESS:

M. Toni Taylor
M. Toni Taylor, Council Clerk

CITY OF GLENARDEN, MARYLAND

BY: Dennis Smith
Dennis Smith, Mayor

Approved as to Form and Legal Sufficiency:

Date: 3/3/14

Elissa D. Levan
Elissa D. Levan, City Attorney

COPY