

R-XX-2022 A Resolution to Approve Maintenance Work for the Veterans Memorial Park

**-City Council of the City of Glenarden, Maryland
2022 Legislation**

Resolution Number: R-XX-2022
Sponsor: James A. Herring, Councilman
Co-Sponsor: Angela D. Ferguson, Council Vice President
Session: Regular Session
Date of Introduction: Monday, March 14, 2022

A Resolution to Approve Maintenance Work for the Veterans Memorial Park

WHEREAS, the City has a Veterans Memorial Park to honor the City's veterans; and

WHEREAS, the Council has determined that it is in the public interest to have a maintenance contract for maintenance of the grounds at the Veterans Memorial Park; and

WHEREAS, the Council has been offered a proposal for the maintenance of the grounds from the original landscapers for the Veterans Memorial Park, Brightview (formerly Brickman) for the said contract grounds maintenance; and

WHEREAS, the Council recommends that the City engage Brightview, to perform the services outlined in the proposals dated July 29, 2021, attached hereto as Exhibit A for the cumulative amount of Seven Thousand Three Hundred and Twenty-seven Dollars (\$7,327.00); and

NOW THEREFORE, BE IT RESOLVED by the City Council of Glenarden, Maryland sitting in Regular Session this XX day of March 2022 as follows:

1. The authorization provided for in this Resolution is based on the attached Proposal dated July 29, 2021, from Brightview, in the amount of Seven Thousand Three Hundred and Twenty-seven Dollars (\$7,327).
2. The Mayor or Council President be and is hereby authorized to enter into the maintenance agreement with Brightview, and to expend a sum not to exceed Seven Thousand Three Hundred and Twenty-seven Dollars (\$7,327) for the maintenance agreement for the Veterans Memorial Park.
3. The funds for said contract are to be paid from the budget line item 7310-10-71-71.
4. This Resolution shall take effect immediately upon passage.

Date Approved: _____

R-XX-2022 A Resolution to Approve Maintenance Work for the Veterans Memorial Park

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ATTEST:

City Council of Glenarden

Victoria Lewis, Council Clerk

Derek D. Curtis, II, Council President

Angela D. Ferguson, Council Vice President

Erika L. Fareed, Councilwoman

James A. Herring, Councilman

Kathleen J. Guillaume, Councilwoman

Maurice A. Hairston, Councilman

Robin Jones, Councilwoman

Votes:

Yes _____

No _____

Abstain _____

Proposal for Extra Work at Replacement Plants at the Glenarden Veteran's Memorial

Property Name	Replacement Plants at the Glenarden Veteran's Memoria	Contact	James Herring
Property Address	8686 McLain Avenue Glenarden, MD 20706	To Billing Address	City of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

Project Name Replacement Plants at the Glenarden Veteran's Memorial
Project Description Glenarden Veteran's Memorial - Sign & Entrance Replacement Plants

Scope of Work

Brightview shall furnish all labor, material, equipment and supervision to complete the following scope of work:

- Re-plant the plant material in front of the sign and the other entrances at the Glenarden Veteran's Memorial.
- All plants will be installed with a 14-14-14 slow release fertilizer and a double shredded hardwood brown dyed mulch.
- A one (1) time watering will occur at the time of completion. Additional watering can be performed at a rate of \$55 per man hour.
- All resulting debris will be removed from the property and disposed of and/or recycled.

QTY	UoM/Size	Material/Description
4.00	HOUR	Removal & Prep Labor
52.00	EACH	Liriope - Variegated #1 Perennial Installed
18.00	EACH	Neassella tenuissima - Mexican Grass #1 Perennial Installed
3.00	EACH	Nepeta - Catmint #1 Perennial Installed
5.00	POUND	Fertilizer Material 14-14-14
1.00	CUBIC YARD	Mulch Brown Dyed - CuYd Installed

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscapes, LLC
10101 Good Luck Rd, Glenn Dale, MD 20769 ph. (301) 577-1182 fax (301) 577-1593

Proposal for Extra Work at Replacement Plants at the Glenarden Veteran's Memorial

Images

IMG_2980



For internal use only

SO# 7517091
JOB# 485200000
Service Line 130

Total Price \$1,450.00

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TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Councilman

Signature

Title

James Herring

July 29, 2021

Printed Name

Date

BrightView Landscapes, LLC "BrightView"

Account Manager

Signature

Title

William Bryant

July 29, 2021

Printed Name

Date

Job #: 485200000

Proposed Price: \$1,450.00

SO # 7517091

Proposal for Extra Work at Glenarden Veteran's Memorial - Landscape Maintenance 2022

Property Name	Glenarden Veteran's Memorial - Landscape Maintenance 2022	Contact	James Herring
Property Address	8686 McLain Avenue Glenarden, MD 20706	To Billing Address	City of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

Project Name	Glenarden Veteran's Memorial - Landscape Maintenance 2022
Project Description	Glenarden Veteran's Memorial - Maintenance of the grounds July - December 2022

Scope of Work

Brightview shall furnish all labor, material, equipment and supervision to complete the following scope of work:

Spring Services:

- This work shall include leaf removal and policing the grounds to remove trash and other over wintering debris. Perennials will be cutback to establish new growth. Winter pruning shall consist of cutting back the rose bushes.

Bed Edging & Mulching Services:

- All mulched areas shall be edged 1 time per season creating a definite edge between turf and bed/tree ring. There shall be no encroachment of turf into mulched areas and no spillover of mulch into turf areas. Mulch shall be applied to all previously mulched tree rings, shrub beds and hedge beds once each spring to a depth of 1-2" inches.

Weed Control Services:

- All weeds are to be removed from the beds as they appear. Chemical weed control shall be used in shrub beds and tree rings. Pre-emergent shall be applied in the spring prior to mulching. A post-emergent herbicide shall be used to control weed seedlings. All weeds and grasses growing in the sidewalk cracks and curbs and parking areas shall be controlled with non-selective herbicide as necessary.

Shrub Trimming Services:

- All shrubs shall be pruned as necessary throughout the season. Care shall be taken not to remove too much of the flowering surface branches when pruning. The shrubs shall be pruned only as necessary to maintain the natural form. Pruning shall include removing dead or diseased wood or wood that is seriously infested with insects, weak wood that is not productive of bloom, excess suckers and shoots, and irregular growth.

Turf Applications:

Rd. 1 - Fertilizer - Will consist of professional grade, high quality, slow release, nitrogen and potassium fertilizer, applied at the rate of .75 lbs./N per 1000 square feet. Broadleaf Weed Control - Broadleaf weeds will be controlled by using a three-way combination systemic herbicide. Pre-emergent Weed Control - Annuals grassy weeds and selected broadleaf weeds will be controlled by using a selective pre-emergent / post-emergent herbicide.

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10101 Good Luck Rd, Glenn Dale, MD 20769 ph. (301) 577-1182 fax (301) 577-1593

Proposal for Extra Work at Glenarden Veteran's Memorial - Landscape Maintenance 2022

Rd. 2 - Fertilizer - Will consist of professional grade, high quality, slow release, nitrogen and potassium fertilizer, applied at the rate of .75 lbs./N per 1000 square feet. Broadleaf Weed Control - Broadleaf weeds will be controlled by using a three-way combination systemic herbicide.

NOTE: Services shall be provided between Apr. - June.

QTY	UoM/Size	Material/Description
Spring Services (1)		
9.00	HOUR	Spring Clean-up Labor
3.00	HOUR	Perennial Cutback Labor
9.00	HOUR	Winter Pruning Labor (Roses)
Weed Control (10)		
20.00	HOUR	Weed Control Labor
2.50	GALLON	Chemical Hot Mix Gal Applied
Shrub Pruning (1)		
5.00	HOUR	Shrub Pruning Labor
Bed Edging & Mulching (1)		
18.00	HOUR	Bed Edging Labor
2,000.00	SQUARE FEET	Chemical Pre-emergent SqFt Applied
40.00	POUND	Fertilizer Material 14-14-14
17.00	CUBIC YARD	Mulch Brown Dyed - CuYd Installed
Turf Applications (2)		
1.00	LUMP SUM	Rd. 1 - Pre, Post, Fert. Turf App.
1.00	LUMP SUM	Rd. 2 - Post, Fert., Other Turf App

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SO# 7582266
JOB# 485200000
Service Line 130

Total Price \$5,747.00

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10101 Good Luck Rd, Glenn Dale, MD 20769 ph. (301) 577-1182 fax (301) 577-1593

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
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10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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Customer

	Councilman
Signature	Title
James Herring	July 29, 2021
Printed Name	Date

BrightView Landscapes, LLC "BrightView"

	Account Manager
Signature	Title
William Bryant	July 29, 2021
Printed Name	Date

Job #:	485200000	Proposed Price: \$5,747.00
SO #	7582266	

Exclusions And Qualifications

Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)

Proposal for Extra Work at Brick Installation at the Glenarden Veteran's Memorial

Property Name	Brick Installation at the Glenarden Veteran's Memorial	Contact	James Herring
Property Address	8686 McLain Avenue Glenarden, MD 20706	To Billing Address	City of Glenarden 8600 Glenarden Parkway Glenarden, MD 20706

Project Name Brick Installation at the Glenarden Veteran's Memorial
 Project Description Glenarden Veteran's Memorial - Installation of engraved brick

Scope of Work

Brightview proposes to complete the following scope of work:

1. Existing pavers will be removed from the patio area with an electric rotary hammer and cleaned out at the Glenarden Veteran's Memorial.
2. Sand will be added to the base prior to new paver being installed.
3. Furnish and installation of personalized 4"x8" Hanover Traditional Tan pavers. Quantities to be determined.
4. The new paver will be tamped into place with a rubber mallet.
5. Polymeric sand will be swept across the surface to fill in the gaps and lock the pavers together.
6. All resulting debris will be removed from the property and disposed of and/or recycled.

Note: A \$5 discount per brick will be applied if 25 or more bricks are purchased.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Engraved Paver Install (price is per paver)	\$130.00	\$130.00

For internal use only

SO# 7582302
 JOB# 485200000
 Service Line 130

Total Price \$130.00

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TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
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5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish Insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
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12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Councilman

Signature Title

James Herring July 29, 2021

Printed Name Date

BrightView Landscapes, LLC "BrightView"

Account Manager

Signature Title

William Bryant July 29, 2021

Printed Name Date

Job #: 485200000 Proposed Price: \$130.00

SO # 7582302