

MEMORANDUM OF UNDERSTANDING

Alt US 1(Baltimore Ave) at MD 450 (Annapolis Road)
Southbound-Kenilworth at Exit Ramp 48th Avenue/Quincy Street
Northbound-Kenilworth Avenue Exit Ramp and 47th Street
Northbound- Kenilworth Avenue Exit Ramp at the end of 48th Avenue

MAINTENANCE SERVICES

by and between the

STATE HIGHWAY ADMINISTRATION

And the

THE TOWN OF BLADENSBURG

THIS MEMORANDUM OF UNDERSTANDING (MOU), executed in duplicate, made effective on this ____ day of _____, 2025, by and between State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter referred to as “**SHA**” and the Town of Bladensburg, Maryland, a body corporate and politic in Prince George’s County, Maryland, hereinafter referred to as the “**TOWN**”. SHA and the TOWN may be jointly referred to as “**Parties**” and each one can be called “**Party**”.

WHEREAS, SHA owns State Route ALT US 1 (Baltimore Avenue) to MD 450 (Annapolis Road), located in Prince George’s County, MD and maintains the median areas within SHA Right-Of-Way in those areas as shown in **Exhibit A**; and

WHEREAS, the TOWN desires to maintain the roadside along the subject areas long three triangle areas within four (4) ramps at the intersection of Alt US 1 (Baltimore Avenue) and MD 450 (Annapolis Road) - three (3) Exit Ramps: Southbound - Kenilworth Avenue at Exit Ramp 48th Avenue/Quincy Street, Northbound - Kenilworth Avenue Exit Ramp and 47th Street and Northbound - Kenilworth Avenue Exit Ramp at the end of 48th Avenue; and

WHEREAS, the required maintenance activities along the subject areas include mowing, trimming and litter pick up, hereinafter referred to as “**MAINTENANCE**”; and

WHEREAS, the TOWN or its subcontractor, has the equipment and staff necessary to perform the MAINTENANCE; and

WHEREAS, SHA has reviewed the MAINTENANCE and has established the costs for such MAINTENANCE, which conform to SHA’s Maintenance Activities Guidelines as set forth by the SHA Office of Maintenance; and

WHEREAS, SHA has agreed to allow the TOWN to perform the MAINTENANCE and has agreed to reimburse the TOWN for all MAINTENANCE that the TOWN performs; and

WHEREAS, SHA and the TOWN agree that the MAINTENANCE will benefit the parties of this MOU and will promote the safety, health, and general welfare of the citizens of Prince George's County and the State of Maryland.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH: that for and in consideration of the mutual premises, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, be it understood that SHA and the TOWN do hereby agree as follows:

I. DESCRIPTION OF MAINTENANCE

- A. The MAINTENANCE shall be performed along the subject areas and shall include but not be limited to, mowing, trimming, and litter pick up along three triangle areas within four (4) ramps at the intersection of Alt US 1 (Baltimore Avenue) and MD 450 (Annapolis Road) - three (3) Exit Ramps: Southbound - Kenilworth Avenue at Exit Ramp 48th Avenue/Quincy Street, Northbound - Kenilworth Avenue Exit Ramp and 47th Street and Northbound - Kenilworth Avenue Exit Ramp at the end of 48th Avenue, which will be performed at specific times and at the costs established by SHA as shown herein:

1. MAINTENANCE – Estimated Cost

- a. MD 450 Mowing/Cycle
The total annual cost for MAINTENANCE is (1 acres) x (\$600.00 per cycle) = \$600.00 per cycle of mowing. At five cycles per year the total yearly cost is \$3,000.00. Three-year cost equals \$9,000.00.
- b. MD 450- Mowing/ Cycle
The total annual cost for MAINTENANCE is (1 acre) x (\$55.00 per cycle) = \$55.00 per cycle of mowing. At five cycles per year the total yearly cost is \$275.00. Three-year cost equals \$825.00.
- c. MD 450- Mowing / Cycle
The total annual cost for MAINTENANCE is (1 acre) x (\$35.00 per cycle) = \$35.00 per cycle of mowing. At five cycles per year the total yearly cost is \$175.00. Three-year cost equals \$525.00.
- d. MD 450- Mowing Cycle
The total annual cost for MAINTENANCE is (1 acre) x (\$105.00 per acre) = \$105.00 per cycle of mowing. At five cycles per year the total yearly cost is \$525.00. Three-year cost equals \$1,575.00.
- e. MD 450- Mowing Cycle

The total annual cost for MAINTENANCE is (1 acre) x (\$80.00 per acre) = \$80.00 per cycle of mowing. At five cycles per year the total yearly cost is \$400.00. Three-year cost equals \$1,200.00.

f. MD 450- Mowing Cycle

The total annual cost for MAINTENANCE is (1 acre) x (\$35.00 per acre) = \$35.00 per cycle of mowing. At five cycles per year the total yearly cost is \$175.00. Three-year cost equals \$525.00.

g. MD 450- Mowing Cycle

The total annual cost for MAINTENANCE is (1 acre) x (\$15.00 per acre) = \$15.00 per cycle of mowing. At five cycles per year the total yearly cost is \$75.00. Three-year cost equals \$225.00.

h. The total cost for MAINTENANCE payable under this MOU, for three (3) years, shall not exceed Thirteen Thousand Eight Hundred Seventy-Five Dollars (\$13,875.00).

- B. The costs defined above for the MAINTENANCE are based on SHA contractual costs and/or SHA's labor costs and are the maximum amounts that SHA will reimburse to the TOWN. Reimbursement to the TOWN shall be quarterly and shall be the lesser of i) actual costs incurred by the TOWN for the MAINTENANCE, or ii) the cost of the MAINTENANCE as established in this MOU.

II. SHA RESPONSIBILITY

- A. The SHA shall provide the TOWN with a right-of-entry permit from SHA's District Office ("**DISTRICT PERMIT**"), to be renewed annually. The DISTRICT PERMIT shall grant a right-of-entry to TOWN'S personnel or its agents, contractors, or assigns, for the sole purpose of providing the necessary MAINTENANCE as stipulated herein.
- B. If SHA notices that additional MAINTENANCE is required, SHA shall notify the TOWN, at which time the TOWN shall perform or cause to be performed the additional maintenance within a reasonable, mutually agreed upon time.
- C. Upon notification by the TOWN that work outlined in the MOU has been performed in a manner consistent with SHA's guidelines. SHA shall inspect and document that the MAINTENANCE has been completed in a satisfactory manner.
- D. The SHA shall reimburse the TOWN for MAINTENANCE performed by the TOWN pursuant to the costs set forth in this MOU.
- E. Within thirty (30) days following receipt of a quarterly invoice from the TOWN, the SHA shall reimburse the TOWN for the **lesser** of: i) the actual costs incurred by the TOWN for the MAINTENANCE; or ii) the costs for the MAINTENANCE as defined in this MOU. In no event can SHA reimburse the TOWN for costs greater than the actual costs incurred. For purposes of this MOU the reimbursable

costs for MAINTENANCE by SHA shall not exceed Three Thousand Dollars (\$4,625.00) per year.

- F. The cost of any MAINTENANCE performed by the TOWN which exceeds SHA's cost per year as stated in this MOU is not reimbursable by SHA and shall be the sole expense of the TOWN.
- G. Any corrective actions performed by SHA will be deducted from any costs that SHA may owe to the TOWN for the MAINTENANCE, such costs to include SHA's direct salaries, payroll burden and overhead.

III. TOWN'S RESPONSIBILITY

- A. Prior to entering upon SHA right-of-way, the TOWN shall, on behalf of itself and its agents, contractors or assigns, apply for, obtain and comply with the DISTRICT PERMIT for the purpose of performing the MAINTENANCE listed above as the TOWN'S responsibility.
- B. During the term of this MOU, the TOWN shall provide written documentation: (i) that it carries a valid insurance policy with, as a minimum, the following limits: \$2,000,000 for general liability, \$1,000,000 per occurrence, and \$1,000,000 for automobile liability; (ii) that it has added State Highway Administration, the Maryland Department of Transportation and the State of Maryland as additional insureds; and (iii) that the policy may only be cancelled by the issuing insurance company after the insurance company has given thirty (30) days prior written notice to SHA of the company's intent to cancel the policy. The TOWN shall also provide SHA with its current and valid workers compensation insurance policy, with limits equal to or in excess of those required by law. If the TOWN uses an agent or contractor to perform the MAINTENANCE, SHA shall require and shall obtain evidence of the same documentation as listed in (i) through (iii) above from the TOWN or its agent or contractor.
- C. With regard to the work described herein, the TOWN agrees that it shall comply with all applicable laws, rules and regulations, including safety requirements imposed by the SHA. The TOWN'S contractor for landscaping must have a minimum of three (3) years' experience in commercial landscaping. The TOWN shall also obtain all permits necessary to perform the MAINTENANCE, including the DISTRICT PERMIT.
- D. The TOWN shall take prompt and timely action to correct any MAINTENANCE issues as directed by the SHA or as evident to the TOWN.
- E. The TOWN understands and agrees that its agents, contractors and employees, assume the risk of working in the roadways and hereby releases SHA from any claims, losses or costs for damages or injuries the Town may incur or sustain as a result of its performance of the MAINTENANCE. This provision shall survive termination of this MOU.
- F. The TOWN shall return any abandoned planting beds or individual planting pits to a turfgrass sod condition at no cost to SHA upon termination of this MOU.

- G. The TOWN understands that when performing the MAINTENANCE, it may need to implement Traffic Lane closures, which would require a lane closure permit from the SHA's District 3 Office.
- H. The TOWN may install planting beds or individual plantings only when the plantings and locations have been approved by SHA. The TOWN will perform MAINTENANCE on all said planting beds and individual plantings.
- I. The TOWN shall provide the MAINTENANCE in accordance with SHA's applicable guidelines. In the event that the TOWN fails to properly perform the MAINTENANCE in such a manner, or the areas scheduled for MAINTENANCE become unkempt or unsightly, SHA will notify the TOWN in writing. The TOWN shall then respond within thirty (30) days to correct the areas of concern. Failure to respond to SHA within the thirty (30) days, or to perform the MAINTENANCE to the specified standards in a timely manner, could result in termination of this MOU.
- J. The TOWN shall require its contractors to i) carry insurance as required by the DISTRICT PERMIT, ii) name SHA as an additional insured on all insurance policies, and, iii) indemnify, hold harmless and defend the State of Maryland, State Highway Administration, and the Maryland Department of Transportation, from and against any and all claims, damages, losses, injuries, liability, and expense, including, but not limited to, attorney and other professional fees, in connection with the loss of life, personal injury and/or property damage arising out of or in any way related to MAINTENANCE by the TOWN, or which is occasioned wholly or in part by any act or omission of the TOWN, its agents, contractors, and employees in connection therewith.
- K. No officer or employee of the TOWN or its designees or agents, no consultants, no member of the TOWN'S governing body, and no other official of the TOWN, who exercises or has exercised any functions or responsibilities over this MOU or the MAINTENANCE to be performed hereunder may have or obtain a personal or financial interest or benefit from any activity in connection with this MOU or the MAINTENANCE performed hereunder, or have an interest in any contract, subcontract or agreement with respect therewith.
- L. The TOWN shall provide a detailed invoice to SHA, on a quarterly basis, for all costs incurred by the TOWN in performing the MAINTENANCE. The SHA's reimbursement to the TOWN for the MAINTENANCE shall be in an amount equal to the lesser of: i) the actual costs incurred by the TOWN for the MAINTENANCE, and , ii) the costs for the MAINTENANCE as set forth in this MOU. Each invoice shall be accompanied by all relevant documentation needed to establish actual costs incurred. In no event can SHA reimburse the TOWN for costs greater than actual costs incurred. For purposes of this MOU the reimbursable costs for the MAINTENANCE by the SHA shall not exceed Four Thousand Six Hundred Twenty Five Dollars, (\$4,625) per year, with the total three (3) years reimbursement by SHA not to exceed Thirteen Thousand Eight Hundred Seventy-Five Dollars (\$13,875.00). In the event the TOWN performs MAINTENANCE in a frequency cycle greater than defined by the SHA specified standards or if the actual costs to

perform the MAINTENANCE exceed the costs for the Maintenance set forth in this MOU, then the TOWN shall be solely responsible for such exceeded costs.

IV. SPECIAL CONDITIONS

A. In addition to the established terms listed within this MOU, the **TOWN and/or its contractor** must adhere to the following **Special Conditions** in order to be reimbursed by the SHA on a quarterly basis and throughout the term of this MOU. The following service requests are to be submitted via e-mail.

1. **SITE INSPECTIONS**: The purpose of a Site Inspection (SI), is to ensure that the services described within the EXECUTED Memorandum of Understanding (MOU) have been satisfactorily rendered by the (TOWN), or its Contractor in accordance with applicable SHA guidelines.

a. For tracking purposes, the contact person for the TOWN or its contractor, must contact SHA's Resident Maintenance Engineer (RME) for District 3, **Mr. Rick Shagogue**, on (301) 776-7619 and e-mail the following individuals at least forty-eight (48) hours prior to submitting each quarterly invoice to SHA for reimbursement:

i. Mr. Rick Shagogue – Resident Maintenance Engineer (RME) – Laurel Shop on (301) 776-7619, and via e-mail at rshagogue@mdot.maryland.gov

ii. Mr. Guy Williams– Assistant Resident Maintenance Engineer (ARME) – Laurel Shop on (301) 776-7619, and via e-mail at gwilliams3@mdot.maryland.gov

iii. Mr. Justin Sosebee – D3-Assistant District Engineer for Maintenance on (301) 513-7300 and via e-mail at jsosebee@mdot.maryland.gov

iv. Ms. Sabrina Mason - D3-Community Relations Manager for Municipalities on (301) 513-7342 and via email at Smason@mdot.maryland.gov

b. Failure to do so will delay the reimbursement process.

2. **SUBMISSION of INVOICES**: The TOWN or its' Contractor will be responsible for submitting detailed invoices on a quarterly basis (**every 3 months**) and throughout the term of this MOU via e-mail to:

D3Fariinv@mdot.maryland.gov. Once reviewed and approved by the SHA Official, reimbursement checks will be transmitted via USPS.

- a. For tracking purposes, ALL invoices **must** include the following information:
 - i. Attention to **D3 Resident Maintenance Engineer – Fairland Shop**
 - ii. Assigned Invoice/Contract Number (This # can be located on the active MOU)
 - iii. Name of the Organization
 - iv. Full Name of Contact Person
 - v. Telephone Number
 - vi. Actual Date of Services
 - vii. Full Description of Services Performed and Associated Fees

b. Failure to do so will delay the reimbursement process.

- 3. **REQUEST to EXTEND or TERMINATE:** The **TOWN** will be responsible for requesting to Extend or to Terminate the MOU by submitting an official letter via email 90 days prior to the MOU's expiration date.

- a. For tracking purposes, the Request to Extend or to Terminate an MOU Agreement must be e-mailed to the attention of:
 - i. Mr. Justin Sosebee – District 3 Assistant District Engineer for Maintenance Prince George's County
jsosebee@mdot.maryland.gov
 - ii. Sabrina Mason – District 3 Customer Relations Manager Montgomery and Prince George's Counties
Smason@mdot.maryland.gov
- b. Failure to do so will result in the organization having to resubmit their MOU Agreement Application.

V. GENERAL

- A. The initial term of this MOU shall be three (3) years from the date of execution. This MOU may be amended and shall be renewable by mutual written agreement of the parties. However, SHA may terminate this MOU in the event the TOWN fails to properly perform the MAINTENANCE in accordance with Section III.I. of this MOU and applicable SHA guidelines. In addition, SHA or the TOWN may terminate this MOU at any time by providing ninety (90) day written notification to the other party.
- B. The total reimbursable costs for MAINTENANCE under this MOU shall not exceed Thirteen Thousand Eight Hundred Seventy-Five Dollars (\$13,875.00) for three (3) years.
- C. This MOU and the duties and obligations of the TOWN hereunder are assignable only with the prior written consent of the SHA.
- D. This MOU shall inure to the benefit of and be binding upon the parties hereto, their agents, successors, and assigns.
- E. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law.
- F. The recitals (WHEREAS clauses) are incorporated herein as part of this MOU.
- G. All notices shall be addressed to:

If to the TOWN:

Regine Watson, Town Clerk
Site Contact: Purnell Hall
Public Works Supervisor
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710
Phone: 301-927-1452
E-mails: clerk@bladensburgmd.gov
phall@bladensburgmd.gov

If to SHA:

Mr. Derek Gunn P.E.
District Engineer – District 3
State Highway Administration
9300 Kenilworth Avenue
Greenbelt, MD 20770
Phone: 301-513-7307
E-mail: dgunn@mdot.maryland.gov

With copy to: SHA Agreements Team
Office of Contract and Procurement Management
State Highway Administration
Mail Stop C-405
707 N. Calvert Street
Baltimore, MD 21202
Phone: 410-545-5547
E-mail : SHA_AgreementsTeam@sha.state.md.us

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers on the day and year first above written.

STATE HIGHWAY ADMINISTRATION

WITNESS

By: _____(Date)
Andre Futrell
Chief Operations Officer
Deputy Administrator for District Operations

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Assistant Attorney General

Derek Gunn P.E.
District Engineer
Montgomery and Prince George's Counties

Joyce Feddiman
Director,
Office of Finance

ATTEST:

TOWN OF BLADENSBURG

a body corporate and politic

WITNESS

By: _____ (SEAL)

Michelle Bailey Hedgepeth
Town Administrator

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Suellen Ferguson, Town Attorney
Bladensburg

EXHIBIT A