

JANITORIAL SERVICES AGREEMENT

Hyp-Tro Building Services, Inc. and Town of Bladensburg - 2025

THIS JANITORIAL SERVICES AGREEMENT (the “Agreement”) is effective this 12 day of May, 2025, by and between the TOWN OF BLADENSBURG (the “Town ”), a municipal corporation of the State of Maryland, whose address is 4229 Edmonston Road, Bladensburg, Maryland 20710 and Hyp-Tro Building Services, Inc., a Maryland corporation, hereinafter referred to as “Consultant,” whose address is 10411 Motor City Drive, Bethesda, MD 20817, each individually a party and, collectively, the parties.

WHEREAS, Consultant desires to provide janitorial services on a daily basis; and

WHEREAS, the Town desires that Consultant provide such services; and

NOW, THEREFORE, in consideration of the forgoing the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment**. The Town hereby engages the Consultant, as an independent professional contractor and not as an agent or employee of the Town, to provide janitorial services as requested by the Town, and the Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services**. Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the industry standards. The consultant services included as part of this Agreement will include, upon request of the Town, the provision of services with respect to janitorial services. All services shall be described in a per task scope of work approved by the Town describing the services and a not-to-exceed cost, therefore, based on the monthly rate stated in this Agreement.

3. **Term**. The term of this Agreement is two years from the effective date, with two additional, consecutive options, one year if approved by the Town. All work shall be performed

at the request of the Town. It is understood by the parties hereto that time is of the essence in the completion of the approved services under this Agreement.

4. Contract Price. The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by the Town, based on the monthly rate contained the Consultant's proposal dated March 28, 2025, attached hereto as Exhibit A and incorporated herein by reference. The parties shall negotiate any increases in fees after the first two years of the term.

The not-to-exceed contract price for each project or task shall be included in a town-approved per-task scope of work. The parties recognize that a specific project may require the Consultant to retain subcontractors. Fees for subcontractors must be pre-approved by the Town.

All out-of-pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc., are included in the hourly billable rate. The Town shall pay the Consultant for approved tasks on a monthly basis or as necessary, subject to receipt and approval of an invoice by the Town. All services related to this Agreement will be provided by the Consultant on an as-requested basis as directed by the Town in writing. Such services shall be billed to the Town at hourly rates referenced herein.

5. Contract Documents. This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

RFP for Janitorial Services

Exhibit A – Consultant's proposal

Required affidavits and certifications

Certificate(s) of Insurance and additional insured endorsement

6. Other Payments; Expenses; Taxes. The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town

shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of obligations under this Agreement except as set out herein.

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

7. Insurance. The consultant will purchase and maintain during the entire term of this Agreement general liability insurance, professional errors and omissions insurance, automobile, and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of the errors and omissions and Worker's Compensation, the Consultant will name the Town of Bladensburg as an additional insured and will provide an additional insured endorsement for all coverages except workers' compensation and professional errors and omissions.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$2,000,000 for each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 for each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile insurance for personal injury and property damage \$1,000.000 for each occurrence/ aggregate

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional errors and omissions. \$2,000.000 for each occurrence/ aggregate. The Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by the Consultant on behalf of the Town under this Agreement. The Town shall be provided with thirty days prior notice of changes that would reduce the coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

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

8. **Indemnification.** The Consultant shall indemnify and save harmless the Town, its officers, employees, and agents from all suits, actions, and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

9. **Permits, Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations. Requirements for obtaining permits shall be determined in each task order.

10. **Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. **Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and

a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractors.

12. Accurate Information. The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

13. Construction and Legal Effect. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

14. No Assignment. This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

15. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town and further recognizes that in such event monetary damages may be available to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

16. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the Town may

terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

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

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

To the Town:

Town Administrator
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710
mbaileyhedgepeth@bladensburgmd.gov or clerk@bladensburgmd.gov

To the Consultant:

Anthony Brudis, Principal
Brudis & Associates, Inc.
11000 Broken Land Parkway, Suite 450
Columbia, MD. 21044
abrudis@brudis.com

19. Attorneys' Fees and Costs.

The prevailing party as determined by a court of competent jurisdiction shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Agreement, or for damages hereunder.

20. Enforcement Provisions. The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not

preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

21. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

22. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

23. Materials.

A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the Town of Bladensburg.

B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used by the Consultant in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in records that may be given to the Consultant for review remains the property of the Town and may not be duplicated or distributed or otherwise published without its express consent. Material provided to the Consultant for review shall be returned to the Town upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees and subcontractors, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the Town. Any copies of such records made during performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

24. Counterparts. The parties may execute this Agreement in counterparts, which each such document shall, in the aggregate and when signed by both parties,

constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Agreement shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

25. **Interpretation.** Any questions concerning conditions and specifications shall be directed to the Project Manager in writing. No interpretation shall be considered binding unless provided in writing to the Contractor by the Project Manager. By execution of this Agreement, the Contractor certifies that it understands the terms and specifications as set forth in the Contract Documents.

26. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this Agreement without the Town's express written consent, which may be withheld in the Town's sole discretion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

TOWN OF BLADENSBURG

By:

Michelle Bailey Hedgepeth, Town Administrator

WITNESS:

Brudis & Associates, INC.

By:

Name:

Title:

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
Town Attorney