

# American Landscaping Inc.

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CONTRACT #2411131

November 13, 2024

Town of Cottage City c/o Mr. John Hoatson 3820 40<sup>th</sup> Avenue Cottage City, Md. 20722

Properties: Various Addresses

301 779-2161

#### GROUNDS MAINTENANCE CONTRACT

## I. General Support Specifications

Work shall include all labor, materials, equipment, and supplies necessary to maintain areas listed in accord with our service schedule set forth below, and in a condition agreeably suitable to the approving agent and the contractor during the contract period.

Areas 2 through 9 include II A 1-3 only. Area 1 includes all listed services.

- 1. Area around and in front of Town Hall
- 2. Common areas on Cottage Terrace
- 3. Garden area and area at dead end
- 4. Small lot across street from 3709 38th Street
- 5. Cottage Terrace and 38th Street (old fire house) along walk and hill
- 6. Area from 3705 Cottage Terrace up to stop sign at 38<sup>th</sup> Street
- 7. Triangle bump-out on Bladensburg Road
- 8. Path at railroad tracks up to stop sign at 38<sup>th</sup> Street.
- 9. 3813 Cottage Terrace

## **II.** Maintenance Specifications

### A. <u>Lawn Areas</u>

- 1) Lawn areas are to be mowed at a maximum height of 3" to 3 1/2" and maintained at this height throughout the season. Mowing shall be performed every 6-14 days as weather conditions dictate. Police property and pick up all light trash prior to mowing.
- 2) In conjunction with mowing, trimming shall be performed around building, trees, fences, etc. where mowers won't reach
- 3) Sweep all hard surfaces free of grass clippings following each mowing.
- 4) Weed flowerbeds around Town Hall of major weeds in-conjunction with mowing services. Remove any trash and debris from beds.

## B. <u>Sidewalks and Curbs</u>

- 1) Edge all accessible sidewalks once each month in conjunction with mowing visits. Resulting debris from edging shall be removed from site.
- 2) Spray weed killer in cracks in sidewalks, driveways, etc. four times during the contract period.

# C. Shrubbery

- 1) Trim all shrubs two times during the contract period to maintain shape.
- 2) Mulch all existing tree and shrub beds with a minimum of 2" shredded hardwood black dyed mulch once during the contract period. All beds will be edged to define prior to mulching. Apply Preen to beds to help control weed growth.
- 3) Fertilize shrubs one time during the contract period in conjunction with mulching.

# D. <u>Lawn Treatments:</u> Required Pesticide License #2008, Professional Fertilizer License MDA-F 0877

- 1) Apply crabgrass pre-emergent control and fertilizer to lawn areas in the spring to help control crabgrass and apply Nutrients.
- 2) Fertilize entire lawn twice in the fall based on soil analysis.
- 3) Apply broadleaf weed control to lawn area three times during the contract period to help control broadleaf weeds.
- 4) Take soil analysis to determine fertilizer requirements as required by Nutrient Management Laws. Test will also give lime recommendations. Test is good for three years.
- 5) Core aerate lawn running machine in two directions for maximum aeration. Seed lawn with a sun mix certified grass seed using a Seed Slicer that will plant most seed in ground. Lightly rake up thatch and remove.

### E. General Clean Up

1) Spring clean-up. Clean leaves and small sticks from lawn and beds prior to first mowing when possible and in conjunction with mulching. Cut back grasses and perennials.

## F. Insects and Disease

Price to be based at \$68.00 per hour for application plus chemicals. \$102.00 minimum labor charge. Property will be inspected regularly. If there are any problems detected, property manager will be notified to obtain authorization for any treatment.

### III. Notices and License Information and agreements

The estimated start date is based on the maintenance items you select. Work will be performed accordingly over the contract period at the appropriate times.

Due to the nature of our work, starting and completion dates are dependent on weather and ground conditions and on material availability. Time is not of the essence. All work to be completed in a workmanlike manner according to standard practices. All material is guaranteed to be as specified. All agreements are contingent upon material availability and delays beyond our control. We are not responsible for damage to underground wiring, piping, or shallow cable wiring that is not marked because it is impossible to see what is underground. We will exercise all care to prevent such damage. If we see that we have damaged any wiring or pipes, then we will leave the area exposed and notify customer. Once the repair has been made by others we will return to fill in the area if needed.

Maryland Department of Agricultural Pesticide Regulation Section Ornamentals and Turf and Industrial Weed Categories. Pesticide Business License #2008. Pest Control Applicator Certificate #2008-9090.

State of Maryland Department of Natural Resources Forest Services Licensed Tree Expert License #830.

State of Maryland Construction and Traders License #15243755.

Professional Fertilizer License #MDA F-0877

Our workers are covered by Workman's Compensation Insurance.

We carry General Liability and Automobile Insurance.

A service charge of 2% per month will be added to overdue balances until paid. In the event it becomes necessary to take legal action for collection the person(s) signing this contract either personally or as a representative agree(s) to pay this debt in full along with all reasonable legal fees, clerical fees of no less than \$75.00 and court costs. This agreement shall be governed by the laws of Maryland, and signer(s) consents to Maryland jurisdiction.

This proposal may be withdrawn if not accepted within 30 days.

TO ACCEPT RETURN ONE SIGNED AND DATED COPY OF THIS CONTRACT WITH DEPOSIT IF REQUIRED.

Please read all specifications thoroughly. If there is anything you wanted done that is not listed please ask for a revised proposal that specifically states the work you want included. Do not sign the proposal if the work listed is in any way different from what you want. If this proposal was based on a drive by and an estimator did not meet you on site directly then we will only be bound by the boundaries and above specifications that we believed were to be included in this contract.

### IV. MAINTENANCE PRICE SCHEDULE

Service	Price Each	Approx. per Season	Yearly	Accept
II A 1-3 Mowing	424.00	26	11,024.00	
II A 4 Weekly Weeding	34.00	26	884.00	
II B 1 Edging	10.00	7	70.00	
II B 2 Hard Surfaces - Weed Control	35.00	4	140.00	
II C 1 Shrub Trimming	675.00	2	1,350.00	
II C 2 Edge and Mulch	1682.00	1	1,682.00	
II C 3 Shrub Fertilization*	68.00	1	68.00	
II D 1 Crabgrass Control & Fertilizer	170.00	1	170.00	
II D 2 Lawn Fertilizer	148.00	2	296.00	
II D 3 Broadleaf Weed Control	106.00	3	318.00	
II D 4 Soil test	22.00	1	22.00	
II D 5 Aeration & Seeding	1,873.00	1	1,873.00	
II E 1 Spring Clean-Up	Included	1	included	
II F Insect & Disease		As needed		
If all items are accepted Total Estimated Ann	ed Total Estimated Annual Charges 1		17,897.00	

NOTE: NUMBER OF MOWINGS WILL BE DETERMINED BY WEATHER CONDITIONS. INITIAL BESIDE EACH ITEM YOU DESIRED TO HAVE INCLUDED. IF CONTRACT IS SIGNED WITHOUT ITEMS BEING INITIALED IT WILL BE CONSIDERED THAT ALL ITEMS ARE BEING ACCEPTED. QUANTITIES LISTED CAN BE ADJUSTED BASED ON SEASONAL CONDITIONS \*ITEMS ARE BASED ON DOING IN CONJUNCTION WITH OTHER WORK. A FUEL SURCHARGE MAY BE ADDED IF FUEL PRICES EXCEED \$4.00 PER GALLON.

#### V. CONTRACT AGREEMENT

Via E-Mail

Contract shall begin February 15, 2025 and continue through December 20, 2026 Completed work will be billed once monthly and payable net 20 days. Eleven or twelve equal monthly payments can be made if desired.

A service charge of 2% per month will be added to overdue invoices. Contract may be cancelled with 20 days written notice.

KAREN MARTINS, PRESIDENT	DATE	
Note: Contracts may be accepted via e-mai	I but will carry the same weight as if personally signe	ed.
AUTHORIZED ACCEPTANCE	PRINT NAME	DATE
TITLE		

11/13/2024