



## CITY OF HAGERSTOWN, MARYLAND

Public Works Department

(301)739-8577 ext. 178

September 13, 2021

To: Scott Nicewarner, City Administrator

From: Eric B. Deike, Public Works Director

RE: Snow Operations Contracted Services

### **MAYOR AND COUNCIL ACTION REQUESTED**

Staff is looking for the approval of contracted services with Hartland Earhworks, LLC (formerly known as Hart's Landscaping & Snow Removal, LLC) for snow operations for Fiscal Year 2023.

### **DISCUSSION**

In 2016, the Mayor and Council approved the use of contracted services to supplement the city staff snow operations. The intent was to utilize a standard contract with set rates to pay contractors. Future minor changes to the contract were allowable without Mayor and Council approval.

Hartland Earthwork, LLC was the sole contractor that assisted with snow operations in FY22. They have agreed to return for the FY23 snow season.

According to the city's purchasing policies, sole source purchases over \$10,000 require Mayor and Council approval. There is no guarantee the contractor will be paid in excess of this amount, but it is possible dependent upon the amount of snow that falls this year.

There are no plans to hire any additional contractors at this time. However, should the city experience an unusually harsh winter with lots of snow, the same contract rates could be applied to any additional contractors.

### **FINANCIAL IMPACT**

The current snow operations budget for contracted services in Fiscal Year 2023 is \$45,000. Below are the actual contracted services expenses for the previous four years:

<b>FISCAL YEAR</b>	<b>CONTRACTED SERVICE EXPENSE</b>
FY22	\$25,485
FY21	\$38,502
FY20	\$7,380
FY19	\$25,888
FY18	\$31,345
FY17	\$13,610

**RECOMMENDATION**

Staff recommends entering into a contract with Hart's Landscaping & Snow Removal for the upcoming snow season. Staff will be in attendance of the council meeting to answer any questions.

Cc: M. Hepburn, CFO

**REQUIRED MOTION**  
**MAYOR AND CITY COUNCIL**  
**HAGERSTOWN, MARYLAND**

**DATE:** September 27, 2022

**TOPIC:** **APPROVAL OF A RESOLUTION: Snow Services Contract with Hartland Earthworks, LLC** , (formerly known as Hart's Landscaping and Snow Removal, LLC)

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

**MOTION:** I hereby move for Mayor and Council approval of a resolution to authorize the execution and delivery of an agreement between the City of Hagerstown and Hartland Earthworks, LLC, , (formerly known as Hart's Landscaping and Snow Removal, LLC) for snow services as needed.

DATE OF INTRODUCTION:	SEPTEMBER 27, 2022
DATE OF PASSAGE:	SEPTEMBER 27, 2022
EFFECTIVE DATE:	SEPTEMBER 27, 2022



**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN  
TO APPROVE A SNOW SERVICES CONTRACT  
WITH HARTLAND EARTHWORKS, LLC  
FOR SNOW REMOVAL  
AND RELATED SERVICES**

**RECITALS**

**WHEREAS**, the City of Hagerstown anticipates that it may need assistance beyond what its own Department of Public Works employees can provide with snow plowing, snow removal, and salting services (collectively "Snow Services"), during the upcoming winter months for this and future winters;

**WHEREAS**, the City wants to contract in advance with a qualified independent contractor which has previously contracted with the City, Hartland Earthworks, LLC, (formerly known as Hart's Landscaping and Snow Removal, LLC) to provide Snow Services, in the event there is need for such;

**WHEREAS**, the City anticipates having only Hartland Earthworks, LLC, as a qualified independent contractor to perform Snow Services, at the retainer fee of (1) \$500 per vehicle per term; (2) \$500 per salt spreader per term; and (3) \$500 per plow per term, in accordance with the Snow Services Contract, a copy of which is attached hereto;

**WHEREAS**, the City would pay, in addition to the retainer fees set forth above, hourly rates for services performed in accordance with the Snow Services Contract, a copy of which is attached hereto;

**WHEREAS**, given that this is a sole source contact in excess of \$10,000, this Snow Services Contract must be formally approved by the Mayor and City Council; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown hereby approves the form of the Snow Services Contract which is attached hereto and incorporated herein by reference.
3. Employees of the Department of Public Works may make appropriate, non-substantive revisions to said Snow Services Contract without the need for approval of the Mayor and City Council, should the need arise, and after consultation with the City Attorney.

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY  
OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna K. Spickler, City Clerk

By: \_\_\_\_\_  
Emily Keller, Mayor

Date of Introduction: September 27, 2022  
Date of Passage: September 27, 2022  
Effective Date: September 27, 2022

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS

## SNOW SERVICES CONTRACT

This Snow Removal Services Contract ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Hagerstown, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("City"), 51 West Memorial Boulevard, Hagerstown, Maryland 21740, Contact: Mr. Eric Deike, Director of Public Works, 301/739-8577, ext. 176 and Hartland Earthworks, LLC, (formerly known as Hart's Landscaping and Snow Removal, LLC) ("Contractor"), with an address of 13129 Memory Lane, Hagerstown, Maryland 21740.

The parties agree as follows as of the above date:

1. Contractor's Provision of Snow Services:

- a. Contractor agrees to provide snow plowing, removal, and salting services ("Snow Services") to the City on an as-needed basis in accordance with the City's instructions as assigned.
- b. The City's extent of needed Snow Services will be determined by season, the duration of which will be determined by weather conditions.
- c. The City makes no guarantee as to the minimum or maximum number of hours to be contracted with Contractor for Snow Services.

2. Term:

The term of this Contract is from November 1, 2022 to March 31, 2023 (the "Term").

3. Mandatory Meeting:

Contractor shall attend a mandatory winter maintenance meeting at the Public Works Department, 51 West Memorial Boulevard, Hagerstown. The Director of the City's Public Works Department will set the date and time of the winter maintenance meeting and will give Contractor timely notice of the meeting.

4. Pay and Pay Rates:

- a. Flat Rate Retainer – The City will pay Contractor a flat rate retainer fee of \$500.00 per vehicle per Term after passing vehicle inspection and attending the mandatory winter maintenance meeting. In addition, the City will pay Contractor a flat rate retainer fee of \$500.00 per each (1) Contractor-supplied salt spreader per Term; and (2) Contractor-supplied plow after passing inspection and attending the mandatory winter maintenance meeting.
- b. Hourly Rates – The City will pay Contractor the following hourly rates for use of the identified vehicles:
  - i. \$150.00 per hour – single axle dump truck with owner-supplied snow plow and salt spreader;
  - ii. \$120.00 per hour – small plow truck with min. plow blade;
  - iii. \$135.00 per hour – skid loader and Bobcat. For the purposes of this Contract, skid loaders, Bobcats and similar equipment are referred to as "vehicles."
- c. Compensation for Actual Operating Time Only – All quoted rates are for actual operating time. Contractor will not be compensated for time spent traveling to and from assigned snow removal routes or designated reporting locations.
- d. Invoicing – Within ten (10) working days after the completion of work for a specific call-out, Contractor will have hours verified by an authorized supervisor for the City's Public Works

Department and will submit an invoice. Contractor is responsible for submitting and verifying hours worked and signing the submittal sheet.

- e. Taxpayer Identification Number – Contractor must ensure that all invoices submitted for payment include a taxpayer identification number (social security number or federal employer identification number). Failure to comply with this requirement may result in delay of payment. Contractor's social security number or federal employer identification number of 201714188.

5. Vehicles:

- a. Vehicle Information Sheet – Contractor must complete and return the City Public Works Department Vehicle Information Sheet to Hagerstown Department of Public Works, Attn: Mr. Eric Deike, 51 West Memorial Boulevard, Hagerstown, Maryland 21740, prior to October 31, 2022. All vehicles which Contractor intends to make available in service to the City under this Contract must be listed on the Vehicle Information Sheet which is attached to and made a substantive part of this Contract. ***Please note: the term "vehicles" includes Bobcats and the like.*** Failure to list all vehicles which Contractor intends to make available in service to the City may result in Contractor's direct liability for damage and other types of claims if Contractor places a vehicle in service, but has failed to include that vehicle on the Vehicle Information Sheet.
- b. Vehicle Availability – All vehicles which Contractor lists on the Vehicle Information Sheet must be available for placement in service to the City seven (7) days per week, twenty-four (24) hours per day. If a vehicle becomes unavailable, Contractor agrees to give the City immediate notice of such unavailability, together with any vehicle intended to be used as a substitute. Contractor is responsible for providing the City with an updated Vehicle Information Sheet in the event that the list of available vehicles changes during the Term of this Contract, whether for substitution or other reasons.
- c. Vehicle Operation – The City reserves the right to place any vehicle on standby or actual operating status and to discontinue use of any vehicle at any time as field conditions require. The City has the sole and absolute discretion to decide whether any vehicle is performing satisfactorily in accordance with the City's needs. The City is not responsible for changing or modifying bumpers on any vehicles.
- d. Vehicle Lighting Systems – Contractor will furnish and maintain all vehicle exterior lighting systems required by the operations and services contemplated under this Contract and as required by Maryland motor vehicle law. Vehicle headlight beams must comply with all Maryland motor vehicle laws concerning visibility to and from a vehicle with plow attached.
- e. Motor Carrier Safety Regulations – Contractor must abide by all federal, State, and local motor carrier safety regulations.

6. Insurance:

- a. Requirements for Privately Owned Vehicles – Contractor shall maintain insurance coverage on privately owned vehicles weighing up to three-quarter (3/4) ton as follows:
  - i. Bodily Injury – Minimum \$250,000 each person; and
  - ii. Property Damage – Minimum \$100,000; or
  - iii. In lieu of i. and ii. above, \$500,000 each accident for combined single limit.
- b. Requirements for All Other Vehicles – Contractor shall maintain insurance on all other vehicles in accordance with the City's Policy, "Insurance Requirements for Independent Contractors,"



the contents of which are incorporated in this Contract by reference. A copy of this document is attached hereto.

- c. Certificate of Insurance – Contractor must provide a certificate of insurance to the City prior to the execution of this Contract. The certificate of insurance must identify “City of Hagerstown, Maryland,” as an additional insured on Contractor’s policy. Contractor’s failure to provide the City with a certificate of insurance which meets all insurance requirements of this Contract will make this Contract null and void.

7. Duty Reporting Requirements:

- a. Day Call-Outs – For call-outs that occur during the day, Contractor will be allowed three (3) hours after notification by the City to report to the shop or other designated work site, ready to work.
- b. Night Call-Outs – For call-outs that occur during the night, Contractor will be allowed two (2) hours after notification by the City to report to the shop or other designated work site, ready to work.

8. Indemnification:

Contractor is responsible for all damage to persons and property caused by Contractor or Contractor’s agents, employees, or subcontractors, in connection with the services rendered under this Contract. Contractor will indemnify and save harmless the City, its officials, agents, and employees, from and against all claims, suits, judgments, expenses, actions, damages, and costs of every name and description arising out of or resulting from the Contractor’s performance of services under this Contract.

9. Contract Changes:

- a. Work – The City may, at any time by written change order provided to Contractor, make any change in the work within the general scope of this Contract. As a result of any written change order issued by the City, equitable adjustments, if needed, will be made to this Contract and reduced to a writing signed by the parties.
- b. Other – Changes to this Contract regarding provisions that are not work-related must be mutually agreed to by the City and Contractor and must be reduced to a signed writing in order to be effective and legally binding.

10. Termination:

The City may, at any time, terminate this Contract, in whole or in part, by giving notice to the Contractor, without the necessity of showing cause for termination. Upon termination, the City will be responsible for paying Contractor only those amounts due and owing for services already performed according to the terms of this Contract. Contractor will not be compensated for any amounts not earned as of the date of termination.

11. Failure to Perform:

If Contractor fails to properly and timely fulfill the obligations under this Contract, or if Contractor otherwise violates any term or provision of this Contract, the City may terminate this Contract by written notice to the Contractor. The notice will specify the failure to perform relied on as the basis for termination. The City will pay Contractor amounts due for satisfactory work performed prior to the date of termination, less amounts of damages caused by Contractor’s breach. If damages are more than amounts due to Contractor, Contractor will be liable to the City for the

difference. Contractor agrees that the City can take all necessary action to collect the excess of damages over compensation due to Contractor.

12. Governing Law:

This Contract is governed by and interpreted under the laws of the State of Maryland, without regard to its conflicts of law principles.

13. Contractor's Assurances:

- a. Good Standing – If Contractor is an entity whose name is required to be listed in the records of the Maryland State Department of Assessments and Taxation, Contractor certifies that Contractor's name is so listed as having been organized, registered, or qualified to do business in Maryland, and that Contractor is in good standing and shall remain so throughout the term of this Contract.

14. Notice:

A party may give any notice required under this Contract by mail to the recipient party's address first stated in this Contract. The parties are responsible for giving timely notice of address changes.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Printed Name

\_\_\_\_\_  
Contractor's Title

Approved for Execution:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Public Works Department

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
SALVATORE & MORTON, LLC  
City Attorney

**CITY OF HAGERSTOWN PUBLIC WORKS DEPARTMENT  
VEHICLE INFORMATION SHEET**

*\*Note: the term "vehicles" includes Bobcats and the like*

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Address

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Day Phone

\_\_\_\_\_  
Night Phone

\_\_\_\_\_  
Contractor's Insurance Carrier, Address, Business Phone, and Agent Name

\_\_\_\_\_  
Insurance Policy Number

\_\_\_\_\_  
Public Liability Amount

\_\_\_\_\_  
Property Damage Amount

Vehicle(s) (list quantity, type, size/capacity, and whether plow and/or salt spreader are attached):

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
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Remarks or Other Information:

\_\_\_\_\_  
\_\_\_\_\_

