

AUG.18 26



Dear Mr. Bond,

Thank you for extending Digger Demolition & Recon, Inc. the opportunity to service your demolition and removal project. In these uncertain times, you can trust Digger Demolition to get your project completed, as promised and outlined in the attached proposal.

Building on three generations of experience in commercial/residential demolition and site work, and a principal responsible for completing over \$1B in the ground, we will deliver your project like no other contractor you have worked with previously.

- Our trained, dedicated staff is committed to **safety, quality, and customer satisfaction.**
- Service excellence is as important to us as it is to our clients. This means completing your job **on time** and **within budget**, while we strive to maintain a **clean worksite** and leave your property in **pristine condition.**

Our goal is to provide a seamless demolition and removal project that meets our above-average industry standards, complies with regulatory requirements, and is befitting our stellar industry reputation.

We appreciate the opportunity to work with you and value you as a prospective client.

And remember if you dig, use Digger Demolition, the demolition and site work experts.

Thank you.

- Tkjr.

Thomas D. Kline, Jr.

Principal

Digger Demolition

301-639-9664

tklinediggerdemo@gmail.com

Services Proposal and Agreement



Customer/Prime/Agent	Darrell Bond Public Works Director Town of Upper Marlboro COST TO COMPLETE
Phone Number/Email Address	301 509 4756 dbond@uppermarlboro.gov
Job Address	5510 Old Crain Hwy. Upper Marlboro Md
Billing Address	14211 school lane Upper Marlboro Md. 20772
Estimator	Tom Kline
Phone Number/Email Address	301-639-9664, tklinediggerdemo@gmail.com
Date	8 18 26

SCOPE OF WORK	OTHER CONSIDERATIONS
● REMOVE AND HAUL OFF TRASH AND CONSTRUCTION DEBRIS FROM FOUNDATION AREA, GATHER AND DISPOSE OF TIRES FROM AREAS AROUND FOUNDATION WITHIN 500 FEET,, EXCEPT THOSE DOWN SUPER STEEP BANK REMOVE 2 CARS, BORROW DIRT FROM ABOVE FOUNDATION AND PLACE OVER EXISTING CONCRETE AND BLOCK FOUNDATION, GRADE EXISTING BORROW AREA AND HOUSE FILL AREA AND TRACK IN ALL AREAS SEED AND STRAW - \$ 32,000.00 ● PLACE RC6 ON EXISTING ROAD WITH FABRIC TO BE ABLE TO ACCESS DEBRIS AND TIRES 900 l.f. - \$18,000,00 ● CHIP AND LEAVE ON SITE ALL DOWNED TREES FROM CLEARING FOR ROAD AND HOUSE CHIPS TO REMAIN ON SITE PRICE INCLUDES 2 DAYS CHIPPING WITH 21 INCH CHIPPER.- \$16,000..00 ● OWNER TO HAVE MISS UTILITY MARK EXISTING GAS LINES. ● COI PROVIDED AT TIME OF CONTRACT EXECUTION. THIS WORK IS WEATHER DEPENDENT, WE WILL NEED A 6 OR 7 DAY WINDOW TO COMPLETE THIS WORK. TIME IS OF THE ESSENCE IF THIS IS TO BE COMPLETED THIS YEAR.	Standard Exclusions: ● Disconnecting water, sewer, and utilities or any electric work (except where otherwise noted). ● Any underground trash removal. ● Dewatering, sink holes, and sink hole remediation. ● Damage to driveway, road, or parking lot from use of heavy equipment, tractor and trailers, roll-off container, and roll-off container services. ● Rock excavation ● TIRE REMOVAL ● Offsite Brush or tree removal, unless previously included. Job-Specific Exclusions: ● Permits by owner if necessary. ● Underground utility locates. ● New temp. drive. ● Cut and cap utilities. ● Removal of underground pipe, wire conduit, or any lines. ● New construction ● No import or export of dirt. ● Under ground storage tanks or any remediation of fuel,gas, or any petroleum products. ● Asbestos abatement or lead abatement or any reports or studies thereof. ● Silt fence. ● Engineering/ layout work, surveying ● Removal of any in ground pipes or conduit for pool. ● Permit fees, or posting bond or bond money by owner. ● Concrete block or brick or brick removal to offsite.

	Special Notes: 7 WORKING DAYS TO COMPLETE WORK START DATE 8 31 26	
	TOTAL TBD	
	Materials & Labor Total	Included
		\$ 66,000.00

TERMS AND CONDITIONS

The following terms and conditions apply to the work to be performed by Digger Demolition & Recon (Digger Demolition) and, with information on the preceding and subsequent pages, constitute the Agreement in its entirety.

Customer agrees that (s)he is the authority and/or Owner/Agent of above-described property/project. As such, Customer warrants to Digger Demolition that he is the responsible party for signature and will make himself available for job-site coordination/issues.

Customer promises and guarantees an absolute right to Contractor for unfettered access to on-site Digger Demolition equipment for servicing and equipment removal purposes. Should the Customer impede Contractor from access to remove said equipment, Customer agrees to pay Contractor \$500/day per piece of equipment that Customer impedes said removal.

The parties to this contract agree that this contract shall be deemed to have been executed in Maryland and that any dispute, including litigation, that may arise under the contract shall be instituted in the court of competent jurisdiction in Frederick, Maryland and that any such dispute shall be determined in accordance with the laws of the State of Maryland.

Digger Demolition warrants that all work performed is owned by the Customer, and that authorization for the work has been obtained from the rightful owner of the property, if applicable to the work performed. The Customer shall be responsible for compensating Digger Demolition for any and all damages collected against Digger Demolition by any third party demonstrating actual ownership of the property upon which the work is to be or was performed.

Should Digger Demolition, Customer, or Customer's Agent not be able to obtain permits, licenses, or other necessary paperwork to perform the stated work as proposed, Customer shall have no claim against Digger Demolition, monetary or otherwise, beyond refund of initial payment made by Customer to Digger Demolition.

The Customer shall provide free access to the work area for the employees and vehicles of Digger Demolition, and the Customer agrees to keep all access in and out of the property for those items clean and available for movement and parking of trucks and equipment during the course of the work day.

Digger Demolition assumes no responsibility or liabilities for any cracking, breaking, puncturing, depressing or any other damage to existing driveway or other type of paved, bricked, stoned, concrete or asphalted surface(s) which may result from the trucks and equipment being used to access the job site or while trucks and equipment are moving on the site. A waiver of damage is agreed upon the execution of this Agreement. Additionally, Digger Demolition does not warranty any existing fencing or structural materials for integrity or quality. It is to be understood that it is the Customer's responsibility to have disconnected all utilities prior to work commencing. Hazardous material disposal is not included. Digger Demolition will be held harmless of schedule delays due to abatement services being performed that were not disclosed. Any delays in Production outside of the enclosed parameters is thus the responsibility of the Customer and Digger Demolition shall be compensated \$250 per crew hour, at its sole discretion. Digger Demolition is to be held harmless in the event of any property failures due to lack of structural integrity, acts of god and force majeure; either physically photographed, verbally notified, electronically notified or third-party notified, to the Customer.

Digger Demolition warrants that all work is done to the highest level of standard and quality. It is also to be understood that after final grading and prior to seed germination and establishment that some puddling may occur. If part of the scope of work, Digger Demolition does not warranty any seed after seven (7) days of completion, this includes germination quantity and quality. If supplemental seeding is necessary, it can be provided at an additional cost. Cost(s) associated with this supplemental seeding are not included in this Agreement and can be provided upon request.

PAYMENT TERMS

We propose to furnish all material, labor and equipment for completion of the scope of work as specified in the preceding pages of this document in accordance to the stated specifications for the sum of: \$ **66,000.00**

Payments will be paid by Customer, per the terms of this Agreement. Final payment will be based on job completion invoice submitted by Digger Demolition and is due upon completion of work. Accounts not paid within terms are subject to a 1% monthly finance charge.

Please coordinate check payments with Estimator/Project Manager, Thomas Kline, at 301-639-9664. Checks should be made to Digger Demolition & Recon, LLC.

PAYMENT SCHEDULE

Initial Payment: \$	2nd Payment: \$	Final Payment \$	(Paid
upon signed Agreement)	(Paid upon commencement of work)	(Paid upon completion of work)	

FINAL ACKNOWLEDGEMENTS

All work is to be performed as specified. All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the stated terms within this Agreement involving additional costs will be executed only upon signed change order and will become an extra charge over and above this initial Agreement. The terms of this Agreement shall not be subject to force majeure or other delays beyond Contractor's control. The Owner/Agent is to carry fire, tornado and other necessary insurance.

It is to be understood when working with construction or de-construction related services, Mother-Nature, the weather, can sometimes be unpredictable. For delays due to weather, deliveries, embargoes, acts of terrorism, pandemics, epidemics, acts of god or force majeure, Digger Demolition & Recon is to be held harmless in all instances. No compensation or discounts are to be given as a result of such events.

Okay to work Saturday and Sunday? ☐ Yes ☐ No (Please check, accordingly.)

NOTE: Contractor has the right to withdraw this proposal or re-estimate the price if not accepted within fifteen (15) days.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Digger Demolition & Recons, LLC

Customer/Prime/Agent

By: _____

By: _____

Name: Thomas D. Kline, Jr. _____

Name: _____

Title: Principal _____

Title: _____

Date: _____

Date: _____