



Abaris Realty, Inc.

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*Excellence
Since 1975*

September 16, 2024

Cory Thompson
SBC Outdoor Services
cory.thompson@sbclandscaping.com

**RE: Tree Removals and Prunings Approval
Tanyard Springs**

Dear Corry:

The Board of Directors at the above-referenced community has voted to accept your proposal for community-wide dead tree removals and prunings, as outlined in the proposal.

Attached is the signed copy for your records. Please let me know if you have questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shireen Ambush'.

Shireen Ambush, PCAM
Community Manager

CC: Board of Directors



Enhancement Proposal

Date: 08/21/24

Cory Thompson
SBC Outdoor Services
443-824-3409
Cory.Thompson@sbclandscaping.com

Attention:
Tanyard Springs
6920 Heritage Crossing
Mark Moorman
Tanyardsprings@abarisrealty.com

SBC Landscaping is pleased to submit a professional landscape proposal for Tanyard Springs. We are confident our attention to detail will provide you with the satisfaction your property deserves. With SBC Outdoor Services, you have a team that you can count on to deliver what your expectations, value price structure, quality, and service.

Our proposal centers on providing you with an overview of the property conditions based on site inspections from our team. Our intent is to lay the foundation for a partnership that develops a plan to improve your property.

Tree Removal

Copy of Request for bid will be attached to this proposal

Scope or work:

- Fall all trees included in rfb (XN561814) sent on July 31st 2024
 - To be performed to instructions included in rfb
 - To include trees added after RFB was sent
 - 1022 Pultney (2 Trees)
 - 1101 Coulbourn Corner (4 Trees)
 - 1002 Stegman
- Summer Daily Rate to be \$5600.00
- Winter Daily Rate to be \$4800.00
 - Daily Rate includes a 6 man crew for up to 10 hours a day and all necessary equipment to complete the requested service
- Estimated days to be on-site: 3

Total Cost for above services:

Summer Price \$16,800.00 if approved before December 1 2024

Winter Price \$14,400.00 if approved after December 1 2024

RFP – Tanyard Springs HOA - Dead Tree Removal & Pruning

A. Trees located behind homes in reserve areas within striking distance of homes.

1. Trees in this area need to be cut & left as snags, logs / branches can remain in reserve areas

- **825 Croggan Crescent**
- **833 Croggan Crescent**
- **6834 Warfield Street**
- **6847 Archibald Ave**
- **6833 Archibald Ave**
- **7207 Stallings Drive**
- **7203 Stallings Drive**
- **7204 Stallings Drive (2 trees)**
- **7632 Timbercross Lane**
- **7700 Timbercross Lane**
- **7678 Timbercross Lane**
- **7656 Timbercross Lane**
- **7646 Timbercross Lane (3 trees)**
- **7813 Stonebriar Drive**
- **7837 Stonebriar Drive**
- **7722 Hollins Chapel**
- **7721 Hollins Chapel**
- **905 Boatwright**
- **902 Boatwright**
- **7915 Gunmill Lane**
- **1002 Stegman**
- **1022 Pultney (2 Trees)**
- **1101 Coulbourn Corner (4 Trees)**

2. Trees in visible walking area

- **7143 Williams Grove**
- **7012 Stegman Place (behind by walkway, 2 trees)**

Terms:

1. **The Work.** The contractor shall furnish the “Work” in accordance with this Agreement and as specifically indicated above of this Agreement.

2. **Payment.** Customer shall pay Contractor **\$16,800.00** (the “Contract Sum.”) The contractor will submit an invoice to the Customer for payment upon completion. For jobs lasting over 3 days, a 1/3 deposit will be collected before the material is ordered or work is scheduled. Payments will be due no later than fifteen (15) days from the date of such invoice. All past due balances will be assessed a 10% per month.

3. **Failure of Payment.** If the Customer fails to make a payment to the Contractor at the time required by the Agreement, then the Contractor may, upon five (5) days’ written notice to

the Customer, stop the Work until payment of the amount owing has been received. The customer agrees to pay all reasonable costs of collection including attorney’s fees and court costs. Should fuel prices rise above \$4.50 per gallon, a 2% fuel surcharge will be assessed on each monthly invoice for the duration of the fuel price.

5. **Cancellation.** Either party may terminate this Agreement if the other party substantially breaches any provision of this Agreement. Prior to such termination, the non-breaching party shall give the breaching party-specific notice of the claim of breach, intent to cancel, and a fifteen (15) day grace period for the breaching

party to rectify the issue. If the issue is not rectified, the non-breaching party may terminate after sending a 30-day cancellation notice in writing.

6. **Indemnification.** To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, its owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on-premises.

7. **Insurance.** The contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment, and operators.

8. **Defamation:** The customer agrees not to defame SBC Outdoor Services during or after any work has been completed. If the customer breaches this clause, the customer agrees to pay all legal fees associated with removing and replenishing said defamation. This includes but is not limited to, BBA, MHIC, and Social Media posts.

9. **Arbitration:** The customer and SBC Outdoor Services agree to dispute and disagreements using Fair Claims Arbitration. All fees associated with the arbitration will be split equally between SBC Outdoor Services and the customer. The arbitration will be binding and foreclose any other legal proceedings.

10. **Permits and Approvals.** The customer shall be responsible for determining whether any permits or approvals are necessary for the Contractor to complete the Work. The customer shall pay for all permits or approvals that are necessary for the Contractor to complete the Work unless permitting is listed in the scope of work.

11. **Waiver of Consequential Damages.** The Customer and Contractor waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for rental expenses, for loss of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

12. **Governing Law and Jury Trial Waiver.** This Agreement shall be governed by the laws of the State of Maryland, without regard to principles of conflict of laws. Any claim, action, or suit arising from this Agreement shall be brought in either federal or state court in Maryland, and the parties to this Contract hereby consent to the jurisdiction of such courts, regardless of the location of the Project. The parties hereby waive any right to a trial by jury of such claims, actions, or suits.

13. All plants are guaranteed for the duration of one year with a one replacement limit. Plants will not be replaced if they die due to mechanical damage, pet damage, natural disasters, improper watering and/or fertilization, or insect or disease damage as these are out of the control of SBC Outdoor Service.

14. Due to the nature of the work and the power of moving water, all drainage work is guaranteed for workmanship only.

15. All contracts are valid for 21 days. Approval past 21 days will require an additional site visit and rebidding due to the ever-evolving nature and weather conditions.

SBC Representative
Signature _____

Date _____

Customer Approval
Signature *Shirley Gubert*

Date 9/16/24



Enhancement Proposal

Date: 08/20/24

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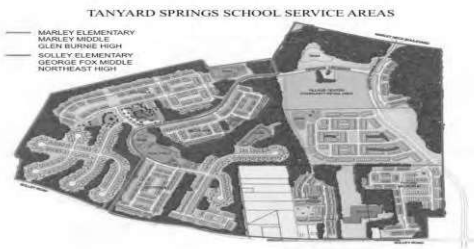
Tree Pruning

Copy of Request for bid will be attached to this proposal

Scope or work:

- Tree Pruning areas
 - Mockingbird area – see map
 - Hopkins Corner/Ingrahm Drive/ Phelps Vista/Stegman/Williams Grove area -see map
 - Heritage crossing – see map
- (Branches/Limbs on high trees will be pruned back away from residents' homes/decks. Branches/Limbs trimmed will be removed
- Daily Rate to be \$5600.00 Daily Rate includes a crew of 6 for up to 10 hours per day and all necessary equipment to complete the requested service
- Estimated days to be on-site: 2

Total Cost for above services: \$11,200.00



Terms:

1. **The Work.** The contractor shall furnish the “Work” in accordance with this Agreement and as specifically indicated above of this Agreement.

2. **Payment.** Customer shall pay Contractor **\$11,200.00** (the “Contract Sum.”) The contractor will submit an invoice to the Customer for payment upon completion. For jobs lasting over 3 days, a 1/3 deposit will be collected before the material is ordered or work is scheduled. Payments will be due no later than fifteen (15) days from the date of such invoice. All past due balances will be assessed a 10% per month.

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SBC Representative

Signature _____

Date _____

Customer Approval

Signature *Miriam Gubert*

Date 9/16/24