



Abaris Realty, Inc.

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*Excellence
Since 1975*

August 17, 2023

Art Ditzel
SBC Outdoor Services
art.ditzel@sbclandscaping.com

**Re: Dog Park Erosion Control Approval
Tanyard Springs HOA**

Dear Art:

The Board of Directors at the above-referenced community voted to accept your proposal for dog park erosion control, as outlined.

Enclosed is the signed proposal for your records. Please proceed to schedule the work as soon as possible. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Shireen Ambush'.

Shireen Ambush, PCAM
Property Manager

CC: Board of Directors



ENHANCEMENT PROPOSAL

Tanyard Springs
6920 Heritage Crossing Glen Burnie Maryland 21060
Mark Moorman
tanyardsprings@abarisrealty.com



Submitted By:
SBC Outdoor Services
Art Ditzel
484-587-6417

Tanyard Springs,

SBC Landscaping is pleased to submit a professional landscape proposal for your property. We are confident our attention to detail will provide you with the Satisfaction your property deserves. With SBC Outdoors, you have a team that you can count on to deliver what you expect each day, with a price structure that represents value, quality, and service.

The enclosed proposal was developed based on our review of your property in 2019 and will demonstrate how our experienced and skilled team will achieve the landscape goals of pristine and nothing else. Within the first 30 days on the job and throughout our service commitment, management and your guests will see a noticeable difference.

Our proposal centers on providing you with an overview of the property conditions based on inspections of our team. Our intent is to lay the groundwork for a partnership with you in developing a plan to improve:

HOW WE CAN MAKE AN IMPACT:

PRISTINE CURB APPEAL: SBC Outdoors takes great pride in the quality of work we perform. We currently service multiple residential and commercial properties in the Maryland area who will argue that providing flawless landscaping is our goal. With SBC Landscaping you are getting a partner who shares your vision of creating memorable experiences.

PRO-ACTIVE COMMUNICATION IS THE FOUNDATION OF A GOOD RELATIONSHIP:

In today's fast paced world SBC Outdoors realizes the importance of pro-active communication and response times. The first step will be to walk through your project with your Project Manager, who will oversee all aspects of your project. Your Project Manager will bring any concerns or challenges to your attention as they arise, along with a viable solution. SBC Outdoors takes great pride in forming long term relationships with our clients.

For over 15 years, SBC Outdoors has consistently exceeded the expectations of its customers. As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with SBC, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at (484)587-6417 or by email at art.ditzel@sbclandscaping.com

Sincerely,
Art Ditzel Business Developer- SBC Outdoor
Services

A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and well-being of our customers, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.



PRESERVING A SAFE ENVIRONMENT

- Criminal background checks
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- SBC logo clearly displayed on vehicles
- “How’s my driving?” stickers on vehicles
- Required use of cones to demark safety zone

CREW SAFETY

- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls

YOUR FULL SERVICE LANDSCAPE EXPERT

Over the past 14+ years, SBC Landscaping has become a trusted name in our industry. We are relied upon to design, maintain and enhance unique places of lasting beauty across the country and around the world. Our track record has demonstrated our unparalleled knowledge and technical ability, outstanding customer service and retention, relentless execution and a true understanding of customers’ needs.

A full service landscape company, SBC Landscaping can mobilize quickly to respond to special requests that may fall outside of the scope of landscaping...

- Custom Landscape Design
- Water Feature Construction
- Hardscape Installation
- Outdoor Kitchen builds
- Tree Care
- Deck & Fence Installation
- Fire pit & Fireplace Constructing
- Grounds Maintenance
- Snow Services
- Concrete Patios



Scope of Work: Dog Park Erosion Control

- Excavate the entrance area 4-6 inches deep.
Install (2) two Compact Series 5.4 in. W x 3.2 in. D x 39.4 in. L Trench and Channel Drain with Black Grate – Shown in Blue
- Connect both drains via 4” drain pipe – Shown in Red
- Terminate both drains with (1) one Pop-up emitter.
- Re-mulch the entire area (156 Sq. Ft) with Brown Pine Bark mulch

Total Cost: \$1,987.00

- MHIC Certified- Maryland Home Improvement Certification
- LEED Certified- Leadership in Energy and Environmental Design
- ICPI Certified- Interlocking Concrete Covers Certification
- PICP Specialist- Permeable Interlocking Concrete Pavement
- NCMA Certified- National Concrete Masonry Association

Terms:

1. **The Work.** The contractor shall furnish the “Work” in accordance with this Agreement and as specifically indicated on page 4 of this Agreement.
2. **Payment.** Customer shall pay Contractor \$ 1,987.00 (the “Contract Sum.”) The contractor will submit an invoice to the Customer for payment upon completion. For jobs lasting over three 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% fee 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 wavier 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. Germination is not guaranteed on lawns or flower seeds as environmental factors play a large roll in the service. Craftmanship is warranted.

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.

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Signature Of SBC Representative: _____

Date: _____

Client Acceptance: Shireen Ambush

Date: 8-17-23