

J.B. KLINE, JR.
**LAWN MAINTENANCE, LANDSCAPING & SNOW
PLOWING SERVICES**

P.O. BOX 5132
LAYTONSVILLE, MD 20882
(301) 774-6768

SNOW PLOWING SERVICES CONTRACT

INTRODUCTION: J.B. KLINE, JR. SNOW PLOWING SERVICES (hereinafter referred to as the "Contractor") agrees to furnish, except when otherwise specified, all labor, materials and equipment required to perform the SNOW PLOWING SERVICES as set forth below and contained in this contract to:

TOWN OF LAYTONSVILLE

Customer Information

Town of Laytonsville
P.O. Box 5158
Laytonsville, MD 20882

Invoice Information

SAME

SPECIFICATIONS: The Contractor agrees to provide the following specific services at the stated cost:

SNOW PLOWING CONTRACT FOR THE 2020 - 2021 SEASON

1. Plowing services - \$120.00 per hour for snowfall 2" – 6"
2. Plowing Service - \$130.00 per hour for snowfall 6" - 12"
3. Plowing Service - \$150.00 per hour for snowfall 12"+
4. Spreading Bulk Rock - \$120.00 per hour
5. Materials - \$130.00 per ton
6. Sidewalks – Sidewalk Clearing per Man Hour \$50.00
7. Ice Melt for concrete surfaces will be billed at \$45.00 per 50-pound bag.
8. Blizzard Conditions - \$150.00 per hour for a Compact Loader
9. Blizzard Conditions - \$450.00 per hour for Large Loader

STREETS TO BE MAINTAINED:

- a. Mobley Farm Drive
- b. First Street
- c. Second Street
- d. Maple Knoll Drive (up to where pavement narrows) **This street is to be cleared first
- e. Sunset Drive
- f. Howard Street
- g. Montgomery Avenue
- h. Rolling Ridge Lane
- i. Dwyer Court
- j. White House Lane
- k. Higgins Road – North side of the road
- l. Cracklin Road – Both side of the road
- m. Cracklin Court – East side of the road

DESIGNATED FACILITIES: Will be plowed and cleaned Monday through Friday between the hours of 9:00 a.m. to 2:00 p.m.

SIDEWALKS:

- a. Route 108 – both sides where sidewalks exists from North end at St. Paul’s Church to south end of town welcome sign
- b. Sundown Road – Both sides where sidewalks exist to town limits
- c. Brink Road – Both sides where sidewalks exist to town limits
- d. Warfield Road – The north side of the road to the town limit
- e. Rolling Ridge Lane – The east side of the road
- f. White House Lane – North side of the road
- g. Higgins Road – North side of the road
- h. Cracklin Road – Both side of the road
- i. Cracklin Court – East side of the road

- a. Town Hall –
 1. Town Hall parking lot
 2. Front sidewalk from the street to the porch
 3. Front porch is not to have any Ice Melt applied
 4. Back sidewalk from parking lot to steps
 5. Back steps and ramp
 6. Concrete pad next to the shed

CONTRACTOR SHALL SUPPLY A PHONE NUMBER THAT CAN BE USED FOR 24 HOUR CONTACT

THIS CONTRACT IS FOR THE PERIOD OF NOVEMBER 1, 2020 – APRIL 30, 2021.

ADDITIONAL SERVICES: The Contractor will consider at the Customer’s request, providing such additional services as may be needed, on a man-hour basis: man hours are charged at a rate of \$38.00 per man, per hour, and materials are charged according to the availability and market rate at the time of purchase.

INITIAL HOUR: The initial hour of each service call is defined as the first hour of service in any one snowfall. Any further visits made by the Contractor prior to an additional snowfall will be billed at the second hour’s rate. The customer will only be charged at an “initial” rate again when there is an additional snowfall.

ACCEPTANCE OF CONTRACT:

Terms & Payment: The Agent, on behalf of the Owner, agrees to pay the Contractor, who will accept payments in full for each of the services rendered hereunder, upon receipt of invoice, inspection and acceptance of each service provided. Payment for services is required with thirty days of service date; any and all accounts not paid in full within thirty days shall bear interest at two percent per month of the amount overdue.

THE CUSTOMER ACCEPTS THAT THIS CONTRACT SHALL BE BINDING ON THE CONTRACTOR ONLY UPON WRITTEN ACCEPTANCE BY THE CUSTOMER, OR AN APPROPRIATE REPRESENTATIVE OF THE CUSTOMER.

BY SIGNING THIS CONTRACT, THE CUSTOMER AGREES TO ALL THE PROVISIONS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS PRINTED ALONG WITH THIS FORM AND ACKNOWLEDGES HAVING READ, UNDERSTOOD AND RECEIVED A COPY OF THIS CONTRACT.

J.B. KLINE JR. LAWN MAINTENANCE, LANDSCAPING & SNOW PLOWING SERVICES (MHIC #89776)

**Jason D. Kilmore, Vice President
Maintenance**

DATE

Accepted by: _____
Please print name and Title (Authorized Agent for customer)

SIGNATURE

DATE

CONTRACT TERMS AND CONDITONS

TERMS & PAYMENT: There shall be a service charge of \$25.00 for any and all returned checks. In the event the Customer's account is placed with an attorney for collection, the Customer agrees to pay attorney's fees in the amount of twenty percent (20%) of the amount placed for collection, together with all cost of collection.

PERFORMANCE: The Contractor herein agrees to furnish all labor, materials and equipment necessary, except when otherwise specified, to perform the Customer's snow plowing services, as set forth more fully in the Specifications Section.

The Contractor shall not be responsible for any delay or failure to perform work, if such delay or failure results, directly or indirectly, from Customer's action or inaction, fire, explosion, strike, acts of God, war, civil disturbance, act of any government, defacto or dejure, or any agency or official thereof, transportation contingencies, unusually severe weather, quarantine or restriction, or any other similar event beyond the control of the Contractor.

INSPECTION: Completeness of service is of mutual concern and lack of quality will be responded to upon identification of a problem, to the satisfaction of the Customer.

TERMINATION BY CUSTOMER: In the event this Contract is established as any ongoing and continuous Contract, said Contract may be terminated by the Customer, without cause, within seven (7) days of the signing of this contract. Thereafter, this contract may be terminated by the Customer for cause only on ten- (10) day's notice to the Contractor.

Prior to termination, if the Contractor desires, the Contractor shall have two (2) days within which to correct any problem, which created, cause for termination. If said problem is not cured to the Customer's satisfaction, Customer shall clearly outline for the Contractor, in writing, the specific problem, whereupon the Contractor shall have an additional two (2) days with which to cure the problem. If said problem is not then cured, subject to any other applicable provisions contained herein, Customer may then cancel.

TERMINATION BY CONTRACTOR: In the event this Contract is established as any ongoing and continuous Contract, said contract may be terminated by the Contractor, without cause, within seven (7) days of the signing of this Contract. Thereafter, this Contract may be terminated by the Contractor for cause only on ten- (10) day's notice to the Customer. Cause herein shall be determined to be, including, but not limited to, failure to render timely payment.

Prior to termination the Customer shall have ten (10) days within which to correct any problem created cause for termination.

INSURANCE: Contractor agrees to provide any and all insurance coverage, which may be necessary under the Contract, and shall provide a Certificate of Insurance upon request.

DAMAGE TO PROPERTY: In case any direct or indirect damage is done to public or private property by or because of the Contractor, the Contractor shall, at his own cost, restore such property, to the satisfaction of the Customer, to a condition similar or equal to that existing before such damage occurred.

INDEMNIFICATION: The Contractor shall indemnify and hold harmless the Customer from all suites, actions, and damages or costs, of every name and description, to which the Customer may be subject by reason of injury to persons or property as a result of the negligence or carelessness of the Contractor, his employees, agents or assigns.

The Customer shall indemnify and hold harmless the Contractor from all suites, actions, and damages or costs, of every name and description, to which the Contractor may be subject by reason of injury to persons or property as a result of the negligence or carelessness of the Customer, his employees, agents or assigns.

CHANGES: This Contract shall not include any change in the work or material described, or price quoted in this Contract, unless the change is made in writing and signed by both parties.

Any and all additional services, requested to be performed, shall be agreed to separately in a separate agreement, to be signed by the Contractor and Customer, which shall be incorporated herein, and considered as if originally part of this agreement.

GOVERNING LAW: This Contract shall be construed and interpreted in accordance with the laws of the State of Maryland. Further, the Contractor and Customer agree that any and all disputes shall be settled in any court of competent jurisdiction located in the State of Maryland.

LIABILITY: The Customer agrees that in any action brought against the Contractor, for any reason whatsoever, all damages shall be limited to the amount actually received by the Contractor from the Customer.

OBLIGATIONS: This Contract shall inure to the benefit of, and constitute a binding obligation upon the contracting parties, their respective successors and assigns.

VOID PROVISIONS: Should any provision of this Contract be declared to be void or invalid for any reason or to have ceased to be binding on the parties, hereto, such provision shall be severed, and all other provisions shall continue to be effective and binding.

ENTIRE AGREEMENT: This contract shall constitute the entire agreement between the contracting parties, and no variance or modification thereof shall be valid or enforceable, except by a supplemental agreement in writing executed and approved in the manner of this Contract.