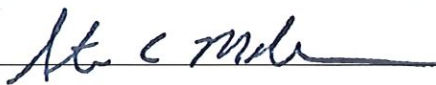


<b>Contractor</b>	<u>Asplundh Tree Expert, LLC</u>	<b>JOB WORK ORDER</b>
<b>Address 1</b>	<u>100 CARLSON WAY</u>	
<b>Address 2</b>	<u>SUITE 14</u>	
<b>City, State, Zip</b>	<u>DOVER, DE 19901</u>	<b>Estimated Start Date:</b>
<b>Phone Number:</b>	<u>302-678-4702</u>	TBD
<b>Customer</b>	<u>Rhett Passwaters</u>	<b>Estimated End Date:</b>
<b>Address 1</b>	<u>107 Franklin Ave</u>	TBD
<b>Address 2</b>		
<b>City, State, Zip</b>	<u>Lewes, DE 19958</u>	Lump Sum <input checked="" type="checkbox"/> X
<b>Phone Number:</b>	<u>(W)302-645-6228/ (C)302-462-0258</u>	Hourly <input type="checkbox"/> □
<b>Email:</b>	<u>rpasswaters@lewesbpw.com</u>	
<b>Job Name &amp; Location:</b> <u>City of Lewes, Lewes, DE</u>		
<b>Description of Work:</b>		<b>Price:</b>
<b>Circuit 2:</b> Trim 3 and 2 phases ten (10) feet clearance and fifteen (15) feet above. Trim single phase six (6) feet clearance and ten (10) feet above.		\$96,389.60
<b>Circuit 4:</b> Trim 3 and 2 phases ten (10) feet clearance and fifteen (15) feet above. Trim single phase six (6) feet clearance and ten (10) feet above.		\$65,616.80
<b>Transmission:</b> clearance fifteen (15) feet below and wall trim ground to sky		\$11,569.80
<b>Traffic Control:</b> For both circuits, Asplundh will provide traffic control and equipment when needed. Asplundh will comply with all DelDOT standards.		<b>Total Price:</b> \$173,576.20
<b>Debris Removal:</b> Asplundh will chip all brush and rake yards upon completion of trimming.		
Prices quoted do not include prevailing, living or other wage requirements; bonds; permits; or municipal flagging. If the items are required, price will be re-quoted.		

Contractor shall at all times perform the Work in a neat and workmanlike manner and comply with the terms and conditions attached hereto. This contract is executed by the authorized representatives below. The above prices, specifications and conditions are satisfactory and hereby accepted.

<b>Authorized Signature by Contractor</b>	 <u>2/7/23</u>
<b>Authorized Signature by Customer</b>	

ACCEPTABLE FUNDS SHALL BE CASH OR CHECK. BY SUBMITTING FINAL PAYMENT, CUSTOMER HAS INSPECTED AND APPROVES OF ALL COMPLETED WORK, AND THAT CONTRACTOR HAS SATISFACTORILY ADDRESSED ANY PROBLEMS OR CONCERNS.



# Terms & Conditions

## ARTICLE 1 - SERVICES TO BE PERFORMED

Contractor shall perform the services stated in the Description of Work, as authorized by the Customer. Each order will set the rate/amount of compensation, estimated completion date, and other pertinent details of the task.

Any work that includes multiple items is priced as a project. The subtraction of item(s) by Customer, from a negotiated project, will cause the Agreement to revert to individual item pricing. In addition, any discounts given for any reason shall not apply.

## ARTICLE 2- TASK ORDER/PERFORMANCE

Work crews shall arrive at the job site unannounced unless otherwise noted herein. The work will be accomplished in a neat and workmanlike manner by experienced personnel outfitted with the necessary tools and equipment to do the work. Work will be performed in a good and workman like order normal for the industry.

## ARTICLE 3 - COMPENSATION

Customer shall pay Contractor in accordance with the pricing schedule. Unless otherwise agreed, Customer agrees to full payment upon completion of work. Contractor shall be paid within 15 days of submitting an invoice. Payment not received by the 15<sup>th</sup> day after the invoice date is past due. A 1.5% monthly (18% Annual) finance charge will apply to all overdue balances. Payment to Contractor will be made for any work directed by the Customer. Customer agrees to pay a \$50 return check fee and be responsible for all costs associated with the collection of any past due amount, including but not limited to attorney's fees and court costs.

## ARTICLE 4 - FEDERAL AND STATE TAXES

If the work is subject to sales, consumer, use or other taxes or costs of any kind assessed against the Contractor, Customer agrees to pay the resulting tax at that time.

## ARTICLE 5 - INDEMNITY

Contractor agrees to indemnify, defend and hold harmless the Customer from loss, damage or expense which Customer suffers by reason of injury (including death) or damage to property to the extent caused by Contractor's negligent performance of the work. This indemnity shall not apply to the contributory or sole negligence of Customer, or where Customer has not provided timely claim notice to Contractor or for any settlement affected without prior consent of Contractor. This indemnity does not apply to loss, damage or expense which results from specific directives given by Customer or Contractor's compliance with Customer's specifications concerning the work. Contractor's total liability is limited to the price of the work performed.

## ARTICLE 6 - INSURANCE

Contractor, and its subcontractors, shall obtain and maintain policies of insurance to cover its operations and the employees performing the work.

## ARTICLE 7 - INDEPENDENT COMPANY

Contractor undertakes performance of the services as an independent company and shall be wholly responsible for the methods of performance. Customer shall have no right to supervise or direct the methods used. It is understood that Contractor may use its own forces and those of sub-contractors.

## ARTICLE 8 - TERMINATION OF AGREEMENT

Either party, upon 20 days written notice to the other, may terminate this Agreement. If the crew arrives at the Customer's property prior to cancellation, Customer agrees to pay a service call charge equal to 20% of contract. In cases where special equipment such as rental equipment, non-returnable equipment or any other items, has been acquired for the work the cost for these items shall also be paid by the Customer.

## ARTICLE 9 - FORCE MAJURE

Contractor shall attempt to meet all performance dates but shall not be liable for damages due to delays from inclement weather, unavailability of materials or other causes beyond our control which it could not avoid by the exercise of reasonable diligence. In the event of inclement weather, Contractor reserves the right to reschedule the work.

## ARTICLE 10 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State where the work is performed. Any and all legal action necessary to enforce the Agreement will be held in Montgomery County, Pennsylvania. Any clauses required to be incorporated by law are hereby incorporated by reference.

## ARTICLE 11 - WAIVER

A waiver by Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

## ARTICLE 12 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

## ARTICLE 13 - ENTIRETY OF AGREEMENT

The Agreement sets forth the entire dealings between the parties and there are no promises or understandings other than those stated herein. This Agreement supersedes all prior contracts, representations, negotiations, letters or other communications between the Customer and Contractor pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

## ARTICLE 14 - SURVIVAL

Upon completion of the work or in the event of termination, obligations and duties provided for in the terms and conditions of this Agreement shall survive.

## ARTICLE 15 - SUCCESSORS AND ASSIGNS

Customer and Contractor each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

## ARTICLE 16 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices shall be effective when received. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 4:00pm or on weekends or holidays, will be deemed received on the next business day. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Customer.

## ARTICLE 17 - CUSTOMER'S RESPONSIBILITIES

Customer shall be responsible for providing access to all project sites and providing all information required to complete the work. Customer is responsible for obtaining any permits or rights to perform the work. Customer warrants that all materials and property upon which work is to be performed are either owned by them or permission for the work has been obtained from the owner. Customer is responsible to move any property to prevent damage. Customer will notify the applicable State One Call Location Service to mark any underground lines, utilities or structures. Customer is responsible for marking the location of any additional items not located by the applicable State One Call Location Service. Customer shall indemnify, defend and hold harmless Contractor from all claims, damages or liabilities including any and all court costs and attorney's fees resulting from the Customer's failure(s) herein.

## ARTICLE 18 - GROUND REPAIR EXCLUSION

Contractor will attempt to minimize disturbance to the Customer's property. Due to the size and weight of equipment involved, some damage may occur. Customer understands that ground repairs are not included and acknowledges that impressions may occur, and it will be the Customer's responsibility to fix them. In addition, any objects or plants within the area where work is performed are the Customer's responsibility to either move or waive its rights to claim damages. Dust, dirt, and debris are incidental to the work, and as such shall not be considered damage.

## ARTICLE 19 - DEBRIS

All dirt, materials and debris from the work is the property of the Customer and will remain on site unless removal is specifically included in the quote. Contractor will conduct the work in a workmanlike manner and pile the dirt, materials and scrap in a reasonable manner next to the worksite.

## ARTICLE 20 - ADDITIONAL WORK

Customer agrees to pay on a time and materials basis for any additional work required to complete the work occasioned by concrete, rock, pipe, electrical lines, etc. encountered while performing such tasks, or any other conditions not readily apparent while estimating the work. Contractor reserves the right to charge the customer for any damages to equipment incidental to performance of contract.

## ARTICLE 21 - EQUAL OPPORTUNITY

To the extent applicable, contractor or subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 61-300.10. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, disability, sexual orientation or gender identity.