

DANIEL DEAN.COM, LLC

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CONTRACT

September 13, 2020

Customer:

Vince Lightfoot
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713-305-1701

26 Twin Stone Circle (Dr)
Coldspring TX
77331

Please read & understand all the details in this Agreement. Nothing is hidden....Misunderstandings or Surprises are UnAcceptable. It is imperative that all the details are clearly understood before we commence work and BOTH of us to feel comfortable with this Agreement so BOTH of us will be Happy when we are done.... That is the Most Important Thing. I take my job very serious, especially when what I do affects your property and your Livelihood. It is Important to me that Every Customer is Exceptionally Happy with the Service I Provide,,, if you ever have a question or if there is something that needs to be corrected after we finish our Work,,,, Please don't hesitate to call me. My cell # and email address is above. Communication is extremely Important and I often get very busy, but Never to Busy to Answer or Return a Call

When meeting we might discuss several different things, not all of them will make it to the Proposal. Please make sure the Scope of Work &/or itemized pricing includes what you want Performed. Please let me know if I missed Anything. I don't like having to be this way, but this is Very Important. We are only performing items mentioned in the Scope of Work &/or mentioned in Pricing.

If Customer ask or Instructs us to do Extra Work, it will probably result in an additional charge, depending on what it is. My guys know that if it's something that might take a short amount of time & is not a risky task, we will Happily do it without me charging extra, but some people try to take advantage of this, resulting in creating this paragraph. Therefore, If We do Extra Work, It will Result in Extra Cost.

Please also refer to the Pic(s) or Drawing(s) that will have lines & a sketch of the plan of what we are doing. It is not a precise plan & it is not exactly to scale, but it is a concept that is close to what we are planning to do. As we are doing the work it might change for what is best suited for the project

The pricing in this contract is contingent upon doing All the Parts of the Scope (unless it is listed with options)

Scope of Work to be Performed & Price:

Option A Price: \$10,500 TOTAL

- Knock over & uproot all underbrush & trees (under 6" in diameter) with Bulldozer and Excavator
- When removing Brush with Bulldozer it includes removing the stump & most of the root system of the brush so it won't grow back
- Area where work is performed will then be Bladed off with Bulldozer & look Good
- All debris will be hauled off site

OR

Option B Price: \$11,200 TOTAL

- All of Option A
- Broadcasting Seed over all Disturbed Areas

Money Paid upon completion

We are Not doing any Pay Apps or Having Retainage Withheld

Pics often Describe the Scope of Work
Pics are not 100% to scale. Only a concept
Panorama Pics are not Accurate



Final grading?

Description of Land Clearing & Tree Removal

- If after trees & brush is removed, It cost extra money to remove more trees or brush bc it's a lot of extra work cleaning up the area again.
- No trimming of broken branches or tops of trees of trees that remain, from result of other trees being removed
- We are not Climbing and topping out trees unless it is specifically mentioned in the scope of work. Trees can sometimes need this done if there is not enough room to safely fall a tree or nice trees that we don't want to damage in the process of falling the tree. If we discover tree climbing & topping is needed, it will be an additional expense (unless mentioned in the Scope of Work
- If there are a lot of trees to remain in a given area, we will be limited to what we can do regarding cutting the dozer blade into the ground to cut the roots, therefore it will result in roots sticking up within that area. In areas where there are fewer trees we are able too cut the dozer blade into the ground to uproot the roots, resulting in it looking better.
- If we are piling debris on site and not hauling away,,, If I merchandise timber out of the trees (wanting to take it to Mill) and there is only a partial load remaining or if there are any issues Re: Not being able to take it to the mill, it will be placed into pile with other debris. If our Agreement is to Haul the debris off site, then that is what I will do
- If any stumps need to be removed situated or growing next to a fence, utility, or improvement the only way they can be safely removed is cut the tree and leave the stump or grind the stump(s) for an additional cost
- If stump grinding is elected & there are rocks or man made products hindering the stump grinding from taking place, there will be an additional charge to dig up these stumps, then place them into pile or haul them away
- If we are only Removing Underbrush,,, it does not include stump removal or dead tree removal
- Brush Removal is limited to what the heavy equipment can removed
- In area where debris are staged for stacking, loading onto trucks, or placed in pile, there will be small sticks and roots that will be spread out within that area and be considered part of the top soil
- When we are grinding the debris and hauling off the grinding's there will be a small amount of grinding's remain on the ground that can easily be mixed in with the top soul and be considered as topsoil organics
- Not responsible for dealing with man-made products unless specifically mentioned in the Scope of Work
- When land clearing, the purpose of raking is to separate dirt from the debris & if it is wet or muddy, we can not do it
- If there is trash, rocks, or man-made products mixed within brush or debris, I can not take it to a Green Waist Facility it would not be accepted. Therefore it would need to be hauled off site to a Landfill which cost more money & is usually significantly further away. If we are piling debris on site, It usually doesn't matter
- If Mulching Machine has mowed over the brush it isn't possible for me to commit to removing all the stumps/stobbs Bc there are so many, but we will get most of them. Some will also reappear in the future after rain and activity removes dirt from away from them
- When trying to blade off an area to make it look good we will be limited to what we can do if there is an area with lots of grass, vegetation, needles or leaves.
- In Area where Debris are picked up to be placed into pile or loaded onto trucks there will be often be dirt that we can not separate from the smaller vegetation. This material will be pushed off to the side or placed into a slightly elevated hill that will decompose and become great Topsoil in the future
- Land Clearing does not include fixing Drainage Situations

Description of Seeding:

- Broadcasting Rye grass from September thru March or April. When it starts to warm up in Spring time the Rye grass will burn up. It is then good to drag it to freshen up the dirt & broadcast Millet & Bermuda. When I price seeding September thru March it does not include coming back to broadcast the Bermuda Seed
- We normally broadcast Millet (a fast growing grass) & Bermuda (a permanent grass seed) March, April thru September
- If seeding is performed, Not responsible for watering grass or grass establishment.
- Not responsible for grass growth bc I can not control weather temps & moisture contents of the ground

Exclusions to Apply Listed Below

Not Doing or Responsible for the Following unless Specifically Stating we are doing Elsewhere

- Obtaining permits or permission for performing work,,, Customer will Do (if Needed)
- Installing Erosion Control Fence aka Silt Fence Installation
- Not responsible for Erosion taking place
- Importing or Exporting Dirt, Debris, or Etc. Unless Specifically Mentioned in the Scope of Work
- Type of soil that is on place (to much clay, not enough, too sandy..???)
- If the ground conditions are wet, there is a chance we might change the way we do the job
- Not Responsible for Something we can't see (water, septic, sprinkler, telephone, internet, gas, and etc.). Not responsible for fixing or repairing
- Backfilling or Final Grading is not included unless it is specifically mention in the Scope of Work
- Not responsible for dealing with spoils or anything as a result of other people's work or if I'm Done within an area and they mess it up, they Own It....
- If we are grading or installing something and utilities area in the way, Daniel is not responsible or liable for moving, coordinating or paying any expense for doing so.
- If we run into unknowns such as a stump, concrete, something buried, or rock bed) it will probably Cost extra money to deal with if it is in our way and interferes with us performing our work,,, this especially applies if we are doing the work with small equipment
- No Hydro-Excavation (Removing dirt via Water & Pump System. No well pointing (sucking water out of the ground)

- Not responsible for dealing with anything Buried (ex: Old Burn Pile, anything buried, dinosaur bones, etc) it will Cost extra money to deal with if it is in our way and causes us to need to perform more work... this especially applies if we are doing the work with small equipment
- No Hand Raking Dirt with Shovels or Rakes,,, Not stomping on small clay clods if they exist. No picking up trash, sticks, chopping roots with machete, picking up roots by hand....Only what heavy equipment will do. If we had to place dirt around the bases of trees, not hand raking it
- I will make my one call to have Utilities Marked but will be limited to what I can do around Utilities,,, Hopefully they are not in the way. If they are we might have to make a revision to the plan and it might affect the cost bc I did not include Hand Digging or Hydro-Excavation (removing dirt with water) in my Scope of Work unless specifically mentioned in the Scope of Work
- Not responsible for dealing with man-made products unless specifically mentioned in the Scope of Work
- If we are hauling off man-made products, I am excluded for hauling away hazardous materials unless the scope of work specifically says we are to haul off hazardous materials
- We are not Responsible If damage occurs while performing work. (This is for silly people that want me to be responsible for things I did not do)
- If customer agrees to one option then decides to do another option after we started project, It may often Cost extra money to do the project in a different way if it would have been differently from beginning
- Daniel is not Responsible if we have an unusual rain 🌧️ event and if it do does not handle elements that take place
- Daniel does not Guarantee and is not responsible if Erosion or anything messes up the work that we do, But, If we mess up or make a mistake in the craftsmanship of the work we perform, I Do Guarantee the Work and will make it Right !!!
- It will probably cost extra money to deal with unknowns, if we run into them: Wet sand beds, underground spring, rock bed, dealing with stuff buried by others, and etc... This is not here for an extra way to charge extra money... it is here so if we run into any situations that cost extra time/money/work,,, it doesn't just leave Daniel having to deal with or pay that additional cost
- Customer will provide access to water or electricity if it is needed and available on site
- Not responsible if animals 🐄, livestock 🐑, vehicles 🚗, or people 👤 get hurt 🚑 or damaged from walking around the work area, during or after
- Daniel Dean is not an engineer, but I've been doing Dirt Work & Drainage for many years. Daniel is not responsible if we didn't install big enough pipes or enough of them. I try to plan on doing projects in a cost effective and economical way. If this is a concern to you,,, Please ask me to give you an increased price for using more or bigger pipes, boxes, pumps, or whatever else we plan on doing on your project
- Wet ground conditions or undesirable types of soils may result in making changes of how we do the work or impacting the final outcome of the layout or how it looks when we are Complete

Extra Work:

- It's a standard MO (mode of operation) for my guys to gladly do something extra for customer if it doesn't take long to do and if it is not risky but if different from that, it will very likely result in an extra charge bc it is extra work.

Ground 🌧️ Conditions:

- If ground is too wet & equipment is sinking into the ground we won't be able to perform the work until after it dries out
- Not Responsible for Wet Sub-Grade (the ground being wet or soft below the surface). Because this is typically an unknown, I am Not Responsible for Drying out wet or soft material below the surface. There are a few different ways to fix bad sub-grade: Removing Soft Material to Dry Ground below the surface, then backfill with suitable material, drying out mechanically with equipment turning it over and airing out but can take too long, or Importing and mixing lime/fly ash.
- Daniel is not responsible for spending extra money to perform job if ground conditions are wet. Ex: Mats, Rock, Lime/Fly Ash etc
- If we are unable to complete the job bc the ground conditions are too wet,,, we will often need to complete the job after it dries out,,, sometimes it can be several months. Customer needs to understand that we might need a few weeks into the dry season to finish up the project.

Please understand that 95% of any customer that is ever unhappy with the work we do is bc of wet ground conditions,,, Wet ground conditions and dealing with a muddy situation can affect timeframes or everything else and it can easily add stress to the relationship while trying to get the work performed. You need to know this is Something I can not have any control over. We will try our Best to deal with the unknowns and That is all we can do. 😞😞😞😞

Access: Dealing with people & hard for them to understand content in this proposal makes the following parts in bold & in a different color to make it more visible

- Customer is Responsible for providing access points for trucks 🚛 and equipment 🚧 to and from site
- This proposal is with planning on doing this work when it is dry enough to drive in & out with trucks and equipment on top of natural ground. It would cost lots of money to enable access for trucks in & out if the ground conditions are wet
- If we are limited to access across or on an existing Culvert or any type of Driveway (especially concrete or asphalt) we are not Responsible if Damage Occurs.
- Rubber tracked equipment will travel on the concrete. We will walk the steel tracked equipment on boards
- No Pressure Washing Driveway if Dirt gets on Driveway
- Customer is responsible for moving items away from the work area if they exist

Approval to Go Ahead:

If you you want me to do this project....Please Reply to this email telling me to "Proceed" / "Go Ahead" or Anything else to. Indicate Acceptance of this Agreement.

If there are Options to Choose,, Please indicate which Option(s) you want.

You also acknowledge that you have read and understand All the Details & Exclusions. This is Very Important to be understood before we commence work, bc you the customer being Happy with the work I do is Most Important to me.



Thanks - Daniel Deam
iPhone 713-360-9577