



MOBILE GRINDER WOOD WASTE PROCESSING PROPOSAL

Site Name: Town of Boonsboro

Date: November 4, 2019

Site Contact: Greg Huntsberry

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Fax:

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Site Address: Town of Boonsboro

Customer: Town of Boonsboro
Department of Public Works
227 North Main St.
Boonsboro, MD 21108

Desired Size: 8

Will Mulch be weighed on Site?	Yes	No x
Is Wood waste accessible?	Yes x	No
Will customer be supplying the diesel fuel?	Yes	No x

Length of Pile A ft
Width of Pile A ft
Height of Pile A ft

Total

Mobilization	: 8 hrs.	x	\$ 125.00 /hr.	=	\$ 1000.00
Per Diem	: days	x	/day	=	
Woodwaste Processed	: 675 cy	x	\$3.75 /cy	=	\$ 2531.25
Permits / Tolls		x		=	\$ 174.00
Estimated Fuel	: 200 gal	x	\$2.74 /gal	=	\$548.00

Estimated TOTAL = \$ 4253.25

Proposal Accepted by _____



**MARYLAND
ENVIRONMENTAL
SERVICE**

TERMS AND CONDITIONS FOR TUB GRINDING SERVICES

1. Services Provided. MES, an agency and instrumentality of the State of Maryland, agrees to provide a tub grinder and labor to grind organic material designated by the Customer. MES has no obligation or responsibility to supply or remove any amount of organic material. **MES MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, REGARDING THE ORGANIC MATERIAL AFTER IT HAS BEEN PROCESSED THROUGH THE TUB GRINDER INCLUDING, WITHOUT LIMITATION, THE QUALITY, MERCHANTABILITY OR FITNESS OF USE OF SUCH MATERIAL.**

2. Customer's Facility. The Customer shall provide all access required by MES, including a suitable access road and a stable, level grinding area as well as all necessary fuel for the Tub Grinder during material processing on site. Customer shall also provide sufficient equipment and labor, as required by MES, to continually (a) move organic material within the reach of the tub grinder's grapple, and (b) remove shredded material from the tub grinder area. The Customer shall provide a grinding area that is secure and accessible only by MES and the Customer's employees. The secure grinding area must measure at least 225 feet by 310 feet. **THE CUSTOMER SHALL ENSURE THAT ONLY MES EMPLOYEES AND DESIGNATED EMPLOYEES OF THE CUSTOMER ENTER THE GRINDING AREA.**

3. Unacceptable Materials. The Customer shall ensure that the organic material to be processed by MES is completely free of unacceptable materials. "Unacceptable materials" means toxic substances, explosive or flammable materials, tires and large pieces of the following: glass, metals, masonry, stone or rigid plastic. The Customer shall also ensure that the organic material contains only minimal amounts of small pieces of the following: glass, metals, masonry, stone or rigid plastic. MES may, in its sole discretion, and without liability, discontinue operation of the tub grinder any time that it determines organic material contains unacceptable materials. Customer shall be fully responsible for any damage or injuries caused by the presence of unacceptable materials in the organic material.

4. Payment. Customer shall remit full payment within 30 days of receipt of MES invoice. The Customer shall also pay a monthly late payment charge of 1.5% on all amounts not paid when due.

5. Indemnification. The Customer and MES, to the extent of their respective insurance coverage, shall each indemnify and save harmless the other from any and all liabilities, claims, penalties, forfeitures, and suits which they may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effect on the environment, or any violation of

governmental laws, regulations, or orders, caused, in whole or in part, by (a) the breach of any term or provision of this Contract by the Party against whom indemnification is asserted, or (b) any negligent or willful act or omission of the Party against whom indemnification is asserted, its employees, or subcontractors. This indemnification shall not be deemed to be a waiver of any immunity the Customer or MES may possess under State or federal law.

6. Termination. Upon written notice to MES, the Customer may terminate this contract, in whole or in part, at the Customer's convenience. The Customer shall pay to MES all costs incurred up to the effective date of the termination and all reasonable costs associated with termination of the contract.

7. Nonperformance. MES shall not be deemed to be in default under this contract by the inability of MES to secure needed materials, or by storm, or inclement weather which impedes performance, or by acts of God, or by acts or neglect of the Customer or its agents, employees or contractors, or by regulations, restrictions or orders imposed by any governmental agency or authority, or by fire, strikes, lockouts, labor disputes, civil commotion, or other similar causes beyond the control of MES, its agents or employees.

8. Assignment. The benefits and obligations under this contract shall inure to, and be binding upon, MES, the Customer, and their respective successors. No right or duty shall be assigned, delegated, or otherwise disposed of, by either party, except with the prior written consent of the other party. Any assignment, delegation, or other disposal in violation of this Section shall be null and void.

9. Merger. This contract merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter of this contract, and constitutes the entire agreement between the parties in respect to the subject matter.