

Dragonfly Pond Works

PO BOX 32637

Charlotte, NC 28232-2637

877-766-3979 Telephone

General Contractor License No: 83018



Proposal

July 13, 2023

Proposal No: 10039

Submitted To

Monique Taylor
PPM, Inc
11010 Raven Ridge Road
Raleigh, NC27614

On behalf of: Channing Park

Hereinafter collectively referred to as "Client" or
"Owner."

Project

Channing Park
730 Channing Park Circle
Cary, NC

Annual Maintenance

Standard maintenance program includes:

- Treatment of nuisance vegetation in basin as needed and as permitted by municipality
- Control of unwanted vegetation on inlets, outlets, and spillway structures
- Maintenance of beneficial littoral plants and 3' shoreline buffer where applicable, including treatment and removal of woody saplings from the buffer area
- Hand removal of accumulated silt from inlet and outlets, up to one 5-gallon bucket per visit
- Removal of trash from basin
- Cleaning and inspecting drain, weirs, and riser
- Visual inspection and documentation of inlet and outlet pipe condition
- Hand re-arranging of riprap at inlet and outlet where applicable (does not include severe blowouts or installation of new rip rap)
- Monitoring for potentially harmful wildlife activity
- Monitoring conditions favorable to mosquito habitats and recommend solutions
- Visual inspection and photo documentation of condition of pond and pond components
- Sand filters: treatment of unwanted vegetation in filter bed and raking of sand surface layer
- Level spreaders: Removal of sediment and organic debris along spreader lip and gravel verge
- Bioretentions: Rake and distribute existing mulch as needed; blow leaves from filter bed in the fall
- Professional recommendations related to the operation, appearance, safety and/or compliance of the pond or lake

Includes:

- Two (2) Wet Ponds

Visits/Year	12
Cost/Visit	175.00
Total/Year	2,100.00

Seasonal Mowing

Seasonal mowing will be completed monthly March-October. Includes mowing or use of string trimmer inside the fence (where applicable) on the interior slopes, top of dam, back of dam. Includes maintenance to buffer around pond and a 15' radius at outlet dissipater. Pricing assumes area is ready for maintenance mowing. For sites in need of initial clearing of trees or heavy brush prior to starting maintenance phase, a separate price for initial cleanup will be provided.

Includes:

- Two (2) Wet Ponds

Visits/Year	8
Cost/Visit	525.00
Total/Year	4,200.00

Annual Inspection

Completion of Annual Inspection and Certification by Professional Engineer or Registered Landscape Architect. Inspection will be submitted on your behalf to your municipality. You will also receive a copy for your records. In the event that maintenance or repairs are needed in order to submit a passing inspection, a separate proposal will be provided where applicable.

PLEASE NOTE: Time is of the essence when it comes to Annual Inspections. A re-inspection fee may apply if inspection related repairs are not completed in a timely manner, typically 90 days from date of initial inspection. (Initial)

Includes:

- Two (2) Wet Ponds

Visits/Year	1
Cost/Visit	1,320.00
Total/Year	1,320.00

Proposal Total	7,620.00
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Terms & Conditions

TERMS & CONDITIONS:

1. **OFFER.** This proposal constitutes an offer by Dragonfly Pond Works, LLC to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work. This proposal is good for a period of 90 days from Proposal Date.
2. **ACCESS AND AUTHORIZATION.** Client shall provide Dragonfly Pond Works with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's (1) change in schedule, (2) failure to provide access to the property, and/or (3) failure to obtain required documentation may result in additional fees charged to the Client. Client shall maintain property insurance at or above the limits and coverage that are in place at the time of executing this agreement.
3. **STRUCTURES AND UTILITIES.** In the execution of the Work, Dragonfly Pond Works will take reasonable precautions to avoid damage to subterranean structures, roads, sidewalks and utilities. Any repairs to structures not specified or included on the repair scope and/or not accurately located and called out by the Client will be billed back to the Client on a time and materials basis plus a 15% fee. Any stumps, culverts, rocks or other obstacle will not be removed during project execution without a written change order signed by the Client and an authorized representative of Dragonfly Pond Works, which shall include the cost of removal and associated replacement and an extension of the project completion deadline, if applicable.
4. **WARRANTY.** Dragonfly Pond Works will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless specifically set forth in this Agreement, Dragonfly Pond Works does not warrant or represent that the Work or any products will achieve any specific result, outcome, or performance. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Dragonfly Pond Works and that the data interpretations and recommendations of Dragonfly Pond Works' personnel are based solely on the information available to them. Dragonfly Pond Works is not licensed to provide professional engineering and/or surveying opinions on the appropriate scope of work necessary to achieve a particular result. Dragonfly Pond Works encourages Client to retain a licensed engineer and/or surveyor to assess Client's needs and approve of the scope of work set forth herein. If Client declines to retain a licensed engineer and/or surveyor, Client assumes that risk that the scope of work contained herein will not achieve the desired results. If equipment is supplied as part of this agreement, Client agrees that Dragonfly Pond Works will not be liable for any claims due to defective equipment or materials manufactured by third parties other than Dragonfly Pond Works.
5. **RELATIONSHIP OF THE PARTIES.** In performing the Work, Dragonfly Pond Works shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.
6. **INDEMNIFICATION.** Client agrees to indemnify and hold Dragonfly Pond Works harmless from and against any and all damages, claims, delays, or costs (including court costs and attorneys' fees) associated with or arising out of the Work to the fullest extent permitted by law, except to the extent any damages, claims, delays, or costs are ruled by a Court (or, if applicable, an arbitrator with jurisdiction over Dragonfly Pond Works) to have been caused by the negligence of Dragonfly Pond Works.
7. **FORCE MAJEURE.** Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; changes or interpretations of governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.
8. **CHANGE ORDERS.** Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.
10. **COMPENSATION.** Client shall pay Dragonfly Pond Works for the Work in the amounts and at the times and in the manner set forth in the proposal.
11. **PAYMENT TERMS.** Dragonfly Pond Works expects prompt payment for its Work. Toward that end, payment terms are as follows: the client will be billed in equal payments on the 15th day of the service month. An interest charge of 5% per month shall be applied to all balances over 30 days old. Dragonfly Pond Works and Client understand and agree that the prevailing party in a dispute, whether in a court of competent jurisdiction or in arbitration, shall be entitled to recovery of all costs, including attorney's fees, collection fees, interest and court costs and/or arbitration fees.
12. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to Dragonfly Pond Works, LLC PO Box 1089, Apex NC 27502; the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing

the date of mailing shall be "prime facie" evidence thereof.

13. GOVERNING LAW and ARBITRATION. The agreement between the parties regarding the Work and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the State of North Carolina. The parties agree that, to the fullest extent permissible under applicable law, any claims, disputes, or lawsuits arising out of or relating to this agreement or the Work shall be subject to final and binding arbitration. The arbitration shall be conducted pursuant to the Federal Arbitration Act and the North Carolina Revised Uniform Arbitration Act, using one arbitrator, applying North Carolina law, and conducting the arbitration in Raleigh, North Carolina. The parties intend to expedite the arbitration and limit discovery so as to reduce the costs of arbitration, and expressly agree to conduct the arbitration and obtain a final ruling from the arbitrator within six months of the arbitrator being appointed. The parties expressly agree that the arbitrator shall have the power, jurisdiction, and authority to award the prevailing party all costs, including attorney's fees, collection fees, interest, court costs and/or arbitration fees.

CONTRACT LENGTH, EXCLUSIONS, & CANCELLATION POLICY:

- Monthly service contracts are based on 12 month contracts and will be billed in 12 equal payments on the 15th day of the service month. Seasonal billings will be billed 8 times per year and quarterly contracts will be billed 4 times per year. As maintenance contracts are sometimes billed prior to the completion of services, payments are due net 30, so that in the event your service visit has not been completed by time of invoicing, you may hold payment until your visit is completed.
- Contracts starting after 1/31 will run through the following calendar year. Contracts can be canceled by either party with 60 day written notice.
- Your contract renews automatically in January for an additional one (1) year term and is subject to a 4% increase per year.
- If additional work is identified while completing the original scope of work or inspections, repairs can be completed after a separate proposal is submitted and approved.
- Although we control most algae, service does not include control of planktonic algae or cyanobacteria. In the event that these blooms occur, we will work with you develop a community wide program to reduce the nutrients in your pond or lake.
- In the event that a municipality or regulating agency changes its environmental requirements which would add additional cost to the maintenance contract, Dragonfly will notify the Client of these changes and propose a new contract price.
- Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.

By: Will Frantzen 8.3.23
Dragonfly Pond Works Date

Accepted: Monique Taylor,
Community Manager 8/3/23
Channing Park Date

To be completed by client:

Billing Email & Contact ap@ppmral.com mtaylor@ppmral.com Monique Taylor
Billing Phone 919-848-4911
Billing Address 11010 Raven Ridge Road, Raleigh NC 27614

Channing Park

730 Channing Park Circle, Cary, NC

Legend

- Access
- SCMs

