

ATTACH PAYMENT HERE



**The Lake Doctors, Inc.**  
Aquatic Management Services

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

## Water Management Agreement Dredging

**SMF/721839**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

**NAME** \_\_\_\_\_

**BILLING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE** ( ) \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE:** \_\_\_\_\_

Hereinafter called "CUSTOMER"

**REQUESTED START DATE:** \_\_\_\_\_

**PURCHASE ORDER #:** \_\_\_\_\_

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to install or supply the following materials in accordance with the terms and conditions of this Agreement in the following location(s):

**Dredging (est. 350 cubic yards) from pond associated with Indigo on the Ashley, North Charleston, SC.**

Includes supply and installation of all labor, equipment, and materials needed to dredge the material at the designated areas indicated in the attached maps. The unused dredged material will be dewatered and removed for disposal off site. **\*\*See Scope of Work Addendum and attached map**

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Dredging of pond (est. 350 cubic yards) from the designated locations	\$	<u>54,320.00</u>
2.	Written Daily Reports during process	\$	<u>INCLUDED</u>
3.	One (1) Year Warranty	\$	<u>INCLUDED</u>
	Total of Services Accepted	\$	<u>54,320.00</u>

**\$54,320.00 of the above sum-total shall be due and payable upon execution of this Agreement**, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15) business days**, weather permitting, with the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- D. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **June 13, 2019**.
- E. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Sean Fleming, Aquatic Consultant

Signed \_\_\_\_\_ Dated \_\_\_\_\_  
Name \_\_\_\_\_

**OFFICE/CUSTOMER**

## **Terms & Conditions Pond Restoration**

1. Materials sold by THE LAKE DOCTORS are warranted to be free from defects in materials and workmanship per warranty of the respective manufacturer, but in no case less than one (1) year. The liability is limited to the repair or replacement of such items deemed by manufacturer to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. Unless material was installed by THE LAKE DOCTORS or manufacturer within Florida. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or manufacturer will void the warranty. Warranty work will not be performed or paid for by THE LAKE DOCTORS or manufacturer unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the material to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper function of the materials.
2. The planting and/or nurturing of certain varieties of plants, for various reasons, help to maintain ecological balance. The Beneficial Planting Program will be conducted in a manner consistent with good water management practice using accepted methods and techniques when applicable. THE LAKE DOCTORS is not responsible for loss of plants beyond the control of THE LAKE DOCTORS. CUSTOMER understands that common causes for loss of beneficial aquatic plants can be due by many factors including high water, low water, ducks and waterfowl, poor landscaping practices such as weed eating, herbivorous fish and overgrowth by noxious undesirable weeds.
3. CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
4. THE LAKE DOCTORS shall maintain the following insurance coverage and limits; (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
5. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by notifying THE LAKE DOCTORS in writing.
6. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
7. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
8. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
9. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
10. This Agreement is not assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
11. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.
12. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
13. Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

## Indigo on the Ashley - Desilting of Pond

### **Scope(s) of Work: Desilt location on Pond; dispose of spoils**

1. Desilt Sloughed Areas On Pond (Land-based Operations): The pond was identified to have locations of increased alluvial material, mostly around the inlets, however, some as a result of storm event-related erosion when the pond was left empty and shorelines unprotected. In using the most recent bathymetry, we would estimate the volume at 280 to 350 c.y. of which could be removed via shoreline (land-based) operations. Although not all of the material we wish to remove can be removed in this manner, we anticipate that the majority of the material could be, and that this would include the more critical accumulations (at or near the inlets and overflow). For this, we would still want to draw the lake down and be able to access the shoreline in the noted locations. Using our 60' long reach excavator, we would track along the buffer area, padding down where required to minimize any landscape or turf damage. We have determined that we can access and remove up to 2/3 of the material in this manner, but some of the remaining spoils are further than the long reach excavator can safely access. For this operation, we would estimate the following scope:

Set and Install 600 LF of Access Plate from Indigo Fields Blvd.  
Long Reach Excavator, 1 Week, Operated & Fueled  
LGP Front End Loader (to shuttle spoils); 1 Week, Operated & Fueled  
Dump Truck for Offhaul & Disposal  
Estimated Tipping Fees (based on 20-30 loads)  
Demobilization & Site Clean Up:

### **Notes and Exclusions to this Proposal:**

**Access/Egress:** Note that for Pond access will need to come across/through the property and landscape of one of the adjacent homes. This will require some approval and understanding that we will be moving large equipment across a portion of the homeowner's side lot and turf areas. Access and egress of equipment can damage turf, trees and or ornamental plants, and some disturbance should be expected, however, we will pad down with plywood and or trench plates in an attempt to minimize this damage. We have included some allowance for post construction turf or landscape repair (i.e. grass/sod replacement), and do not expect to have to remove much in the way for this access. Crews will rake out affected areas as well as top dress areas around the pond (including the addition of jute netting and or straw cover for stabilization), but the GC and or owners should expect some disruption from this work. If requested, we will provide a post construction estimate for a more thorough restoration of the areas not affected by our work, as a change order to this proposal.

**Estimates of Time/Materials:** The days/hours/quantities noted in the proposal above are thought to be realistic, relative to the scope of work, inspection report and notes. Material changes in these estimates are only relative if significant in terms of the work and schedule. The finished product is the pay quantity basis, not the number of days and or man hours, unless as noted, differs drastically from the original estimate of time, amount of equipment or man hours. This proposal is a not to exceed (NTE) offer.

**Change Orders:** Any items outside of the scope(s) of work as noted above, are to be considered material differences to the work and considered as Change Orders to the contract. Items that fall under this category will be disclosed to the Owner/General Contractor for resolution. Additional costs or deductions for the work shall be provided to the Owner/General Contractor for acceptance and shall become part

of/inclusive to the overall contract. Items such as, but not limited to, are examples of Change Orders: Changes in scope, quantities, volumes, areas, additions/deletions, removal of materials (contaminated, fixed, unknown), additions of reinforcement, structural, concrete, steel, dewatering, insurance requirements, or other items; substitutions of specified or stated materials, unless specifically included in the Scope of Work as noted above.

**Special Notes:** Any special or specific notes to the contract are noted herein:

We will take all reasonable precautions to minimize damage to existing landscape or hardscape for access, but will evaluate with the owner the potential for any additional measures that might be warranted. Access ROE must be granted as a condition of this work, and no other costs for permits or bonds are covered under this proposal.



Please confirm that this scope of work covers the requested intent, and feel free to contact us regarding any questions you may have for the work as noted or the associated costs. This proposal assumes most (anticipated) issues that could be considered changes to the scope, however, should any items arrive, we will bring these to attention of owner, HOA/POA, GC or its field representative for direction.

All work conforms to South Carolina construction regulations and is compliant with all local and state laws.. Any materials supplied will be provided with a 12-month warrantee, where applicable.

### Indigo on the Ashley dredging

dredging/removal of estimated 350 cubic yards of alluvial material.  
any unused material to be removed from site.

**Legend**

-  Indigo on the Ashley HOA
-  sedimentation area

