



Pond + Medics inc.
ENGINEERED SURFACE WATER SOLUTIONS

dredgeSMART.
the dredging equation, solved.

PROPOSAL PREPARED FOR

Mario Canizares

Town Manager

409 W First St/ Prosper, Texas /
75078

PREPARED BY

Weston Jordan

/ PondMedics Family of Brands

PO Box 97

Gunter, Texas / 75058

weston@pondmedics.com

<http://www.pondmedics.com>

Town Of Prosper Broadway Pond



Pond Medics inc.

ENGINEERED SURFACE WATER SOLUTIONS

Town of Prosper
409 W First St
Prosper, Texas, 75078

Subject: Annual, proactive pond maintenance services

Dear Mario,

Thank you for the opportunity to help you keep your water healthy!

PondMedics Family of Brands is the only licensed, design build engineering firm specializing strictly in surface water resources such as yours. We are confident that we have the manpower and financial strength to execute our work in the highest professional manner.

PondMedics Family of Brands has been providing annual pond management services for 17 years and more than 2 million surface acres! ***AND we're the only company in DFW who includes all the products we use in a fixed-cost plan - no surprises when you receive the invoice!***



The enclosed proposal is based on our current understanding of your project needs. We would love to collaborate with your team to further refine this proposal, if needed. We look forward to working with you!

Respectfully submitted,

Weston Jordan

PondMedics Family of Brands



Explained. Simply.

Retention ponds come in all sizes, types and configurations. This short video will help explain why these facilities are important and why they need to be maintained.



Click to play video in browser



INITIAL
Mario Canizares

Experience.

YOUR PROJECT LEADERSHIP TEAM



Emily Lewis, P.E.

Civil Engineer and Hydrologist (TBPE License Number 93789)

Since 1998, Emily Lewis has been practicing civil engineering with a specialty in surface water hydraulics and hydrology. Graduating with a Masters Degree in Civil Engineering from Texas Tech University, she moved into the suburban land development industry with a specialty in designing and engineering surface storm water systems to enhance surface water quality through the cities and their neighborhoods as well as designing storm water systems that would safely move water downstream and prevent flooding.

Prior to founding PondMedics, Inc. in 2004, Emily worked for a national and regional civil engineering firm - Kimley Horn Associates and Dowdy Anderson Associates. During her time at those firms, Emily was responsible for modeling, designing and engineering natural and urban surface water systems.

Her accumulated experience in civil engineering, hydrographic survey and limnology is a key component to the success we have in our unique engineered surface water solutions we provide our clients each day.

Emily's favorite saying is "Quality in a service is not what you put into it. It's what the client gets out of it."



Jason E Lewis Ph.D., PMP
Senior Project Manager/Sales Consultant

Jason serves as the operations manager for the PMI in the Prosper office for Pond Medics. He has more than 20 years of experience in construction and design build projects. Project roles include collaborating with architects, civil engineers, critical thinking, planning, ensure assurance, safety and value engineering

Selected Project Experience

City Park Golf Course renovation to slow flood waters. Construction of a detention area as an essential part of the Platte to Park Hill storm water system/ 18-hole renovation, new club house and maintenance faculties. +45m, 2019 Project Manager Denver, CO

Glacier Club Design Build new construction of an additional nine holes of Golf /36-hole renovation, stream mediation +\$9m, 2016 Project Manager | Durango, CO

Hillcrest Golf Club renovation 18 holes of golf, pond dredging +\$.6m, 2016 Project Manager | Durango CO

La Quinta Golf Club renovation and flood mediation +\$6m. 2016 Project Manager | La Quinta CA

Turning Stone Resort renovation rerouting of 18 holes of golf for wetland mediation +\$2m Operations Manager | Verona NY

La Colinas Country Club renovation +\$.5m, 2016 Operations Manager | Irving TX

Prestonwood Country Club renovation flood plain encroachment +\$1m, 2015 Operation Manager | Dallas TX

Lantana Development new construction of lots and 18 holes of Golf +\$13m, 2001 General Manager | Lantana TX

Gentle Creek Development new construction of lots and 18 holes of Golf +\$14m, 2001 General Manager | Prosper TX

Wilderness City Golf Course new construction detention and retention and 18 holes of golf +\$8m, 2002 General Manager | Lake Jackson TX

Pine Dunes Resort new construction 18 holes of golf and detention and retention +\$8m Project Manager | Frankston TX

EDUCATION

Ph.D., Business Management,
North Central University, 2014

MBA, Administration,
Colorado Technical University,
2007

MSM, Project Management,
Colorado Technical University,
2010

BSBA, Aviation Management,
University of Central Missouri,
1993

REGISTRATIONS

PMI – PMP Certification

AFFILIATIONS

GCBAA, Golf Builders Assn
GCSAA, North & South Texas
GCSAA, Hi-Lo Desert Chapter
GCSAA, Carolinas Assn

AREAS OF EXPERTISE

Project Management
Site Planning
Civil Construction
Design Build Projects
Implementing Construction
Processes and Logics
Cost Control/ Material Purchasing
Planning / Scheduling
Reporting / Documentation



MIKE GORE

*Aquatic Plant Management
Aquatic Biology Technician*

Mike has been working in the plant management field for 10 years. Previous employment for turf management gave him a hefty background in the biological processes of plants that he now applies to aquatic macrophyte and algae management. Mike seeks out the current knowledge of surface water applications and science to best serve our clients and the environment.

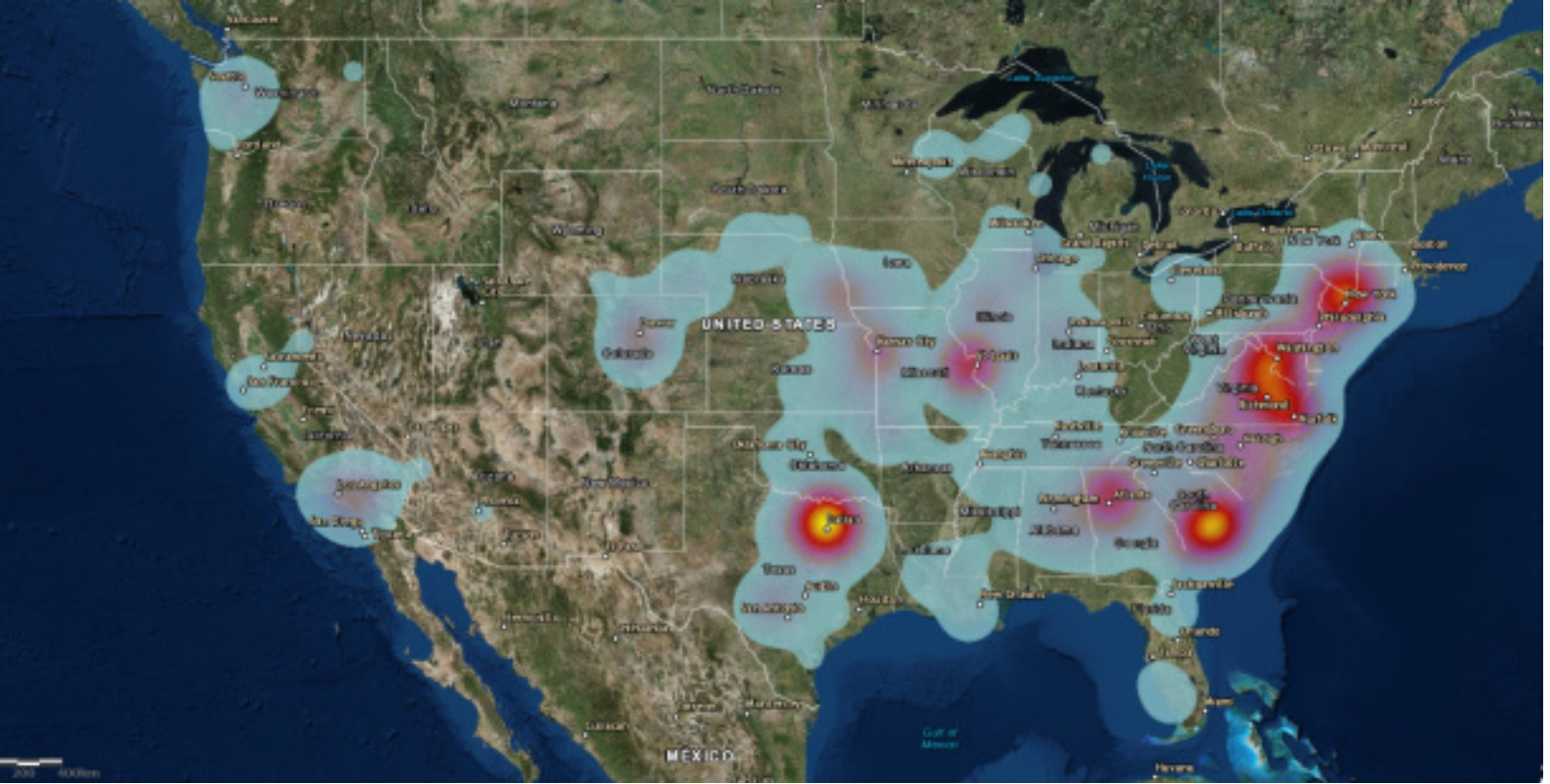


WESTON JORDAN

*Aquatic Plant Management
Fisheries Technician, FP-A
Oklahoma State University, B.S. Fisheries &
Aquatic Ecology*

Weston has always had a passion for fish and aquatic sciences; so much that he pursued a bachelor's degree in this field. He applies best management practices that he has learned during his degree program everyday at PondMedics for the last few years. Weston belongs to the American Fisheries Society; he holds an associate fisheries professional certification while working towards the full professional certification.





17 years and 3,000+ projects

OUR CLIENTS INCLUDE:

- Engineering firms
- Environmental consultants
- Government agencies
- Homeowners/property associations
- Property management companies
- Commercial and retail property owners and managers
- Private land owners
- Dredging and construction contractors
- Municipalities
- Water treatment plants
- Golf courses
- Marinas
- Power plants
- Manufacturing and chemical plants

What is covered in my service?

Scope of Work

Based on the needs described by the client, PondMedics is going to perform detention pond maintenance activities for the facilities outlined in this proposal. This work will result in well-maintained and functional detention basins.

Service	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly Site Visits	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Monthly Trash Pick Up	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
*Herbaceous Fish Stocking	N	N	N	N	N	N	N	N	N	N	N	N
Aquatic Weed Detection	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Algaecide Application	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Macrophyte Application	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N



SIGNATURE
Mario Canizares

Phoslock	N	N	N	N	N	N	N	N	N	N	N	N
Fountain Performance Review*	N	N	N	N	N	N	N	N	N	N	N	N
Reports	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N

*Stocking timeline is determined by weather and fish availability. The projected month is displayed but is subject to change as weather and fish availability shift.

*Fountain performance reviews performed when fountains are present.

<u>Service</u>	Description
Monthly Site Visits	Once-per-month site visits will be made during defined months to assess current pond conditions, apply scheduled treatments, and/or perform submergent vegetation detection.
Monthly Trash Pick up	Pick up of trash from pond bank for offsite disposal. Trash includes plastics, styrofoams, etc.
Herbaceous Fish Stocking	Stocking of tilapia for algae control. These fish actively feed on algae through the Spring, Summer and Fall.
Submergent Vegetation Detection	Uses techniques/equipment such as grapple hook, rake, sonar sampling and/or visual observation, PondMedics biologists and/or technicians will determine the current growth rate of vegetation, if any, along the pond bottom.
Algaecide Application	In the defined months, a proactive, scheduled algaecide application will be performed to control algae such as planktonic, filamentous, bluegreens and chara.
Macrophyte Application	In the defined months, a proactive, scheduled aquatic herbicide application will be performed to control submergent macrophytes (all plants not including algae) such as bushy pondweed, coontail, hydrilla and American floating pondweed.



Reports	In the defined months, a monthly report will sent regarding the current condition and activities performed throughout that month. This reporting will be sufficient for the record keeping requirements of the Texas Department of Agriculture (TDA) as well as TCEQ.
Aquatic Weed Detection	Using techniques such as a grapple hook, rake, sonar sampling and/or visual observation, PondMedics biologists and/or technicians will determine the current growth rate, if any, of vegetation, if any, is occurring on the bottom of the pond. This will be performed once per month during the regularly scheduled visit for that month.
Aquatic Weed Detection	Using techniques such as a grapple hook, rake, sonar sampling and/or visual observation, PondMedics biologists and/or technicians will determine the current growth rate, if any, of vegetation, if any, is occurring on the bottom of the pond. This will be performed once per month during the regularly scheduled visit for that month.
Phoslock	Phoslock sequesters phosphorous in the water column and substrate. The goal is to apply Phoslock early to "starve" aquatic weeds of vital nutrients, therefore inhibiting their growth. This is not a cure-all product though.
Fountain Performance Review	Testing of fountain amperages and voltages to ensure they are operating within manufacturers/expected specifications. This provides the community the opportunity to repair the fountain prior to a requiring a fountain replacement.

Compensation

DESCRIPTION	PRICE	QTY	SUBTOTAL
Proactive Plan for Broadway Pond Price to include site visits and treatments March- November, along with trash pick up.	\$437.87	12	\$5,254.44
TOTAL			\$5,254.44

DETENTION BASIN/POND SERVICES AGREEMENT

This Detention Basin/Pond Services Agreement (the "Agreement") is effective Not yet accepted,

BETWEEN: **PONDMEDICS INCORPORATED** ("PondMedics" or "Provider"), a company organized and existing under the laws of Texas, with its head office located at:

*1251 Legacy Drive
Prosper
Texas 75078*

AND: **Town of Prosper** (the "Client"), an Individual residing at/a company organized and existing under the laws of the Texas, with its head office located at:

Town of Prosper
Mario Canizares
Town Manager
smays@prospertx.gov
409 W First St
Prosper, Texas 75078

PREAMBLE

WHEREAS PondMedics is a design build civil engineering company specialized in the engineering, management and providing consulting services to private and public surface water owners and managers;

WHEREAS Client wishes to hire the services of PondMedics as per the terms in this Agreement; NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

Provider agrees to provide to the Client the services set out in Schedule "A" hereto or any Services Statement (the "Services"). Each Services Statement shall automatically incorporate the provisions of this Agreement. The service statement shall describe the Services to be provided, the price to be paid by Customer, and such additional provisions as the parties may agree upon.

2. COMPENSATION



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The Client shall pay Provider for the Services in accordance with the terms set out in Schedule "B" hereto.

PondMedics reserves the right to change the prices as new pricing is released by product manufacturers at the beginning of each year.

Invoices shall be sent on a monthly basis, via e-mail no later than the last day of each month for the pre-negotiated prorated amount, due, in full, by the 15th day of the following month.

Checks, Credit and debit card are all acceptable methods of Payment. Clients paying via Credit and debit card shall be charged a 3% convenience fee. In the event payment is not received within 30 days of the invoice date, Services shall be suspended until the account is paid in full and is up to date. If payment is not received within 60 days of the invoice date, pursuant to section 3(b) of the Agreement, Client shall still be liable to pay all the fees and charges. Treatment, augmentation and field reports shall be included on each monthly invoice.

3. TERM AND TERMINATION

- a) The initial term of this Agreement ("Term") shall be for a period of 1 year beginning on the approval date, unless terminated earlier in accordance with the provisions hereof. The Term shall be automatically renewed for successive 1 year unless a party sends a written notice of non-renewal to the other party no later than 30 days prior to the expiry of the Term, or of any renewal term, as the case may be.
- b) This Agreement may be terminated by the Client or provider, with proper written notice, upon the occurrence of an event of default. Each of the following constitutes an event of default for the purposes of this Agreement:
 - i) if the Client fails to pay an invoice for more than 60 days;
 - ii) if Provider persistently fails to perform the Services as required hereunder; or
 - iii) if Client or Provider otherwise fails to perform or comply with any material term, condition or covenant of this Agreement;

4. STATUS

It is understood and agreed that this is an agreement for the performance of services and that the relationship of the parties to each other is that of independent contractors. No agency or partnership is created by this agreement. Provider shall not hold itself out as or represent itself to be an agent of the Client. Provider shall not be entitled to any remuneration, rights or benefits other than as set forth in this Agreement and in Schedule "B" hereto, unless otherwise agreed in writing by both parties in the Services Statement.



5. CONFIDENTIALITY AND EXCLUSIVITY

a) Each party shall take all reasonable action and shall take at least the same precautions as it takes to prevent the disclosure of its own confidential information, to prevent the disclosure to third parties of the Confidential Information. Each party shall only have the right to disclose the Confidential Information to its officers, directors, employees, agents and consultants for the purposes authorized herein. Each party shall, prior to disclosing the Confidential Information or portion thereof to any such person, issue appropriate instructions to them to ensure that such persons are aware of their obligation to comply with the confidentiality and use obligations and restrictions contained in this Agreement. If each party has taken all such reasonable steps it shall not be responsible if such Confidential Information or any part thereof should be divulged to any third party by reason of honest mistake or dishonest appropriation by any of each party's agents or employees.

b) For the purposes of this Section 5, "Confidential Information" means all confidential information provided by a Party hereunder provided or any private affairs of a Party that becomes known to the other party. Confidential Information shall not include any information which:

- i) is or becomes publicly available through no fault of the disclosing party;
- ii) is already in the rightful possession of the disclosing party prior to its disclosure to that party;
- iii) is independently developed by the disclosing party;
- iv) is rightfully obtained by the disclosing party from a third party;
- v) is disclosed with the written consent of the other party; or
- vi) is disclosed pursuant to court order or other legal compulsion.

c) Provider and the Client hereby acknowledge and agree that:

- i) the confidentiality covenant set forth in this Section 5 are reasonable in the circumstances and are necessary to protect the interests of the Client and Provider;
- ii) and in addition to the right of the Client or Provider to claim damages, the breach by Provider and the Client of any of the confidentiality covenant set forth in this Section 5,
- iii) as the case may be, may cause serious and irreparable harm to the Client or Provider, as the case may be, and in the event of a breach by either party (a "Party in Breach") of any of these provisions,
- iv) notwithstanding any other provision of this Agreement, the other party (the "Aggrieved Party") shall be entitled, as a matter of right, to seek an injunction against the Party in Breach.

- v) The provisions of this paragraph shall not be construed so as to be in derogation or limitation of any other remedy, which the Aggrieved Party may have in the event of such a breach.
- d) The provisions of paragraphs 5(a), 5(b) and 5(c) above shall survive the termination of this Agreement.
- e) The existence of any claim or cause of action of either party against the other, whether pursuant to this Agreement or otherwise, shall not constitute a defense to the enforcement of the provisions of this Agreement by either party against the other.

6. FORCE MAJEURE

If the performance of this agreement or any of the obligations hereunder is interfered with in whole or in part by reason of any circumstances beyond the reasonable control of PondMedics, including but not limited to heavy storms, hail, wind, snow, sleet or excessive sunlight, any United States Law, order, regulation, ordinance or requirement of any government or legal body or labor unrest, including without limitation, strikes, slow downs, picketing or boycotts, PondMedics shall be excused from such performance on a day by day basis to extent of such interference.

7. SUBCONTRACTS

Provider shall have exclusive responsibility for the selection of service suppliers for the operation of the Services. Provider undertakes and agrees however, that all Services to be performed hereunder shall be performed by Provider. Any modifications to the Services, whether to be provided directly by Provider or a subcontractor, shall not take place without the prior written consent of both parties (as to any such modification, addition and the subcontractor), which consent shall not be unreasonably withheld.

8. INSURANCE

Provider shall carry the following insurance coverages including, but not limited to:

1. General Liability - \$2M aggregate – general liability coverage includes bodily injury and property damage due to waterborne and herbicide application activities
2. Inland Marine policy on all Provider-owned equipment
3. Commercial automobile – covering owned, leased, rented and non-owned vehicles
4. Worker's Compensation – including special USL&H endorsement to be in compliance with the Federal U.S. Longshore and Harbor Workers Act. We also carry a Maritime Sublimit Endorsement for employees who are considered Aquaculture Workers under the Federal Jones Act.

9. INDEMNIFICATION

- a) Provider hereby covenants and agrees to indemnify and save harmless the Client, its directors, officers, employees, agents and representatives (the "Client Indemnified Parties") from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities, expenses, penalties or fines (including reasonable legal fees) which any of the Client Indemnified parties may sustain, incur or suffer and/or which any person including, without limitation, a Subscriber may make or bring against a Client Indemnified Party arising directly or indirectly in any way by reason of, out of, in respect of or in connection with:
- i) any non-fulfillment of any covenant or agreement on the part of Provider under this Agreement;
 - ii) any incorrectness in or breach of any representation of Provider contained in this Agreement;
 - iii) any act or omission, including, without limitation, any negligence or other tortuous act, committed by Provider and its directors, officers, employees, agents and representatives in the performance of its obligations under this Agreement;
 - iv) any untruth, inaccuracy or incorrectness of any of the marketing materials prepared and distributed by Provider pertaining to the Services;
 - v) the Services including, without limitation, the operation, administration or provision thereof.
- b) To the extent authorized by Texas law, The Client hereby covenants and agrees to indemnify and save harmless Provider its directors, officers, employees, agents and representatives ("Provider Indemnified Parties") from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities, expenses, penalties or fines (including reasonable legal fees) which any of the Provider Indemnified Parties may sustain, incur or suffer and/or which any person may make or bring against an Provider Indemnified Party arising directly or indirectly in any way by reason of, out of, in respect of or in connection with any covenant or agreement on the part of the Client under this Agreement or any incorrectness in or breach of any representation of the Client contained herein.
- c) Under no circumstances shall Provider's total aggregate liability to Client or any third party arising out of or related to this agreement exceed the amounts paid by Client to Provider under this agreement during the first twelve month period after the effective date of this agreement.

10. NO GUARANTEE OF RESULT

- a) PondMedics is licensed to perform work to public and private waters and ensures its customers that PondMedics will perform the work to the industry's best management practices. However, due to the nature of surface water, storm water, rain events and the like, results cannot be guaranteed. Such factors are out of the control of PondMedics.

11. GENERAL TERMS

- a) This Agreement, including Schedules "A" and "B" hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
- b) PondMedics shall not be liable for the work performed by either another contractor or any other person.
- c) No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- d) Neither this Agreement nor any rights or obligations hereunder shall be assignable by any party without the prior written consent of the other party. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.
- e) Any disputes in excess of the maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon Arbitrator. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Parties shall pay all arbitration and court costs, and reasonable Attorney fees on any award.
- f) Each party hereby agrees that upon the written request of the other party, it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as the other party may from time to time reasonably request be done and/or executed as may be required to effect to the purposes of this Agreement and to carry out the provisions hereof.
- g) Any notice required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered in person during normal business hours of the recipient on a business day or sent by first class mail, postage prepaid, or by email, as follows:
 - i) in the case of a notice to the Client to:

Town of Prosper
Mario Canizares
Town Manager
smays@prospertx.gov
409 W First St
Prosper, Texas 75078
9725691028

 INITIAL
Mario Canizares

ii) in the case of a notice to Provider to:

PondMedics, Inc.
PO Box 1147
Prosper, TX 75078

Email: beth@pondmedics.com
Attention: Beth Proctor
Title: Contracts Manager

and shall be conclusively deemed to have been given and to have been received on the following business day, if so delivered or sent by Email, and on the third business day following the mailing thereof, if so mailed (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause). Addresses for notice may be changed by giving notice in accordance with the foregoing.

h) This Agreement shall be governed by and construed in accordance with the law of the State of Texas and shall be treated, in all respects, as a Texas contract. Each party thereto irrevocably agrees to and submits to the non-exclusive jurisdiction of the Courts of Texas with respect to any matter arising hereunder or related hereto.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

Client has read and agreed to the prices, services, notes and precautions prior to PondMedics performing any work relating to the Agreement. Client accepts in good faith that PondMedics is qualified and capable of performing the work in a safe and effective manner. In no way, whether expressed or implied, do I hold PondMedics liable for adverse circumstances arising from pond/ lake maintenance activities. Any issues arising separate outside this scope of services shall be dealt with and contracted on a separate basis.

CLIENT

PROVIDER



SIGNATURE
Mario Canizares



SIGNATURE
Weston Jordan