



Abaris Realty, Inc.

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*Excellence
Since 1975*

September 16, 2024

Cory Thompson
SBC Outdoor Services
cory.thompson@sbclandscaping.com

**RE: Stormwater Maintenance Repairs Approval
Tanyard Springs**

Dear Cory:

The Board of Directors at the above-referenced community has voted to accept your proposal to perform the correction repairs for the stormwater maintenance pond areas located along Pultney Drive and Danfield Court, as outlined in the proposal.

Attached is the signed copy for your records. Please let me know if you have questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shireen Ambush'.

Shireen Ambush, PCAM
Community Manager

CC: Board of Directors



Enhancement Proposal

August 29, 2024

Cory Thompson
SBC Outdoor Services
4438243409
Cory.Thompson@SbcLanscaping.com

Attention:
Tanyard Springs
6920 Heritage Crossing
Mark Moorman
Tanyardsprings@abarisrealty.com

SBC Landscaping is pleased to submit a professional landscape proposal for Tanyard Springs. We are confident our attention to detail will provide you with the satisfaction your property deserves. Our proposal centers on providing you with an overview of the property conditions based on site inspections from our team. Our intent is to lay the foundation for a partnership that develops a plan to improve your property.

Storm Water Facilities Repairs

Scope or work: Provide all materials and labor for the following:

- Infiltration #1
 - Install 35 Scripus Punges
 - Install 2-3 inches of natural color hardwood mulch
- Submerged Gravel Wetland
 - Install 50 Elodes Canadensis and 3 Myrica Pennsylvanica
 - Wrap dewatering device with filter fabric and cover with #2 stone
 - Install 2-3 inches of Natural color hardwood mulch
- Enhanced Filter #1
 - Remove Sediment, Leaf litter, vegetation from:
 - Rip rap
 - Manhole inlet
 - Curb cutout on street
 - Install 60 Scripus Punges
 - Wrap Dewatering device with filter fabric and cover with #2 stone
 - Install 2-3 inches of natural color hardwood mulch
- Enhanced Filter #2
 - Install 140 Scripus Punges
 - 3 Myrica Pennsylvanica
 - Wrap Dewatering device with filter fabric and cover with #2 stone

- Install 2-3 inches of natural color hardwood mulch
- Enhanced Filter #3
 - Remove Sediment, Leaf litter, vegetation from:
 - Rip rap
 - Curb cutout on street
 - Install 60 Petandra Virginica
 - Install 3 Myrica Pensylvanica
 - Wrap Dewatering device with filter fabric and cover with #2 stone
 - Install 2-3 inches of natural color hardwood mulch
 - Repair breach in forebay berm
- Enhanced Filter #4
 - Remove Sediment, Leaf litter, vegetation from:
 - Rip rap
 - Curb cutout on street
 - Install 100 Scripus Punges
 - Wrap Dewatering device with filter fabric and cover with #2 stone
 - Install 2-3 inches of natural color hardwood mulch
 - Repair breach in forebay berm

Total Cost for above services: 9,920.00

Terms:

1. **The Work.** The contractor shall furnish the "Work" in accordance with this Agreement and as specifically indicated above of this Agreement.
2. **Payment.** Customer shall pay Contractor 9,920.00 (the "Contract Sum.") The contractor will submit an invoice to the Customer for payment upon completion. For jobs lasting over 3 days, a 1/3 deposit will be collected before the material is ordered or work is scheduled. Payments will be due no later than fifteen (15) days from the date of such invoice. All past due balances will be assessed a 10% per month.
3. **Failure of Payment.** If the Customer fails to make a payment to the Contractor at the time required by the Agreement, then the Contractor may, upon five (5) days' written notice to the Customer, stop the Work until payment of the amount owing has been received. The customer agrees to pay all reasonable costs of collection including attorney's fees and court costs. Should fuel prices rise above \$4.50 per gallon, a 2% fuel surcharge will be assessed on each monthly invoice for the duration of the fuel price.
4. **Cancellation.** Either party may terminate this Agreement if the other party substantially breaches any provision of this Agreement. Prior to such termination, the non-breaching party shall give the breaching party-specific notice of the claim of breach, intent to cancel, and a fifteen (15) day grace period for the breaching party to rectify the issue. If the issue is not rectified, the non-breaching party may terminate after sending a 30-day cancellation notice in writing.
5. **Indemnification.** To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, its owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on-premises.
6. **Insurance.** The contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment, and operators.
7. **Defamation:** The customer agrees not to defame SBC Outdoor Services during or after any work has been completed. If the customer breaches this clause, the customer agrees to pay all legal fees associated with removing and replenishing said defamation. This includes but is not limited to, BBA, MHIC, and Social Media posts.
8. **Arbitration:** The customer and SBC Outdoor Services agree to dispute and disagreements using Fair Claims Arbitration. All fees associated with the arbitration will be split equally between SBC Outdoor Services and the customer. The arbitration will be binding and foreclose any other legal proceedings.
9. **Permits and Approvals.** The customer shall be responsible for determining whether any permits or approvals are necessary for the Contractor to complete the Work. The customer shall pay for all permits or approvals that are necessary for the Contractor to complete the Work unless permitting is listed in the scope of work.

- 10. **Waiver of Consequential Damages.** The Customer and Contractor waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for rental expenses, for loss of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- 11. **Governing Law and Jury Trial Waiver.** This Agreement shall be governed by the laws of the State of Maryland, without regard to principles of conflict of laws. Any claim, action, or suit arising from this Agreement shall be brought in either federal or state court in Maryland, and the parties to this Contract hereby consent to the jurisdiction of such courts, regardless of the location of the Project. The parties hereby waive any right to a trial by jury of such claims, actions, or suits.
- 12. All plants are guaranteed for the duration of one year with a one replacement limit. Plants will not be replaced if they die due to mechanical damage, pet damage, natural disasters, improper watering and/or fertilization, or insect or disease damage as these are out of the control of SBC Outdoor Service. Due to the nature of the work and the power of moving water, all drainage work is guaranteed for workmanship only.
- 13. All contracts are valid for 21 days. Approval of this agreement past 21 days will require an additional site visit and rebidding due to the ever-evolving nature and weather conditions.

SBC Representative

Signature _____

Date _____

Customer Approval

Signature *Shirley Gubert*

Date 9/16/24