



Heritage Oak Park Community Development District

Custom lake management proposal

May 8, 2014 • City of Port Charlotte • Charlotte County • Florida

Prepared for:

Ms. Michelle Egan / Property Manager
Severn Trent Services
19520 Heritage Oak Boulevard
Port Charlotte, Florida 33948



Prepared by:

Denny Kunish
Lake & Wetland Management – Charlotte
24610 Sandhill Boulevard, Suite 204
Punta Gorda, Florida 33983
(941) 391-5387 Office • (941) 391-5018 Fax
charlotte@lakeandwetland.com • www.lakeandwetland.com



May 8, 2014

Ms. Michelle Egan / Property Manager
Heritage Oak Park Community Development District
c/o Severn Trent Services
19520 Heritage Oak Boulevard
Port Charlotte, Florida 33948

Dear Ms. Egan,

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for care of the lake areas at Heritage Oak Park Community Development District.

Lake & Wetland Management - Charlotte is a full-service environmental resource management team, offering a wide a variety of services, including;

- Lake management including algae, border grass and aquatic weed control,
- Mitigation wetland preserve management including invasive plant control,
- Power House fountain and aeration system sales and service,
- ShoreSox earth-friendly erosion control system,
- Native plant installation through our locally-owned nursery,
- Environmental and wetland monitoring for agency compliance.

Our team leads the industry and has an exemplary reputation with many government agencies, builders, developers, property managers and homeowner associations. Our State-certified, trained biologists have been providing environmental services for many of Florida's waterways and natural areas since 1992.

Lake & Wetland Management - Charlotte is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

LAKE & WETLAND MANAGEMENT- Charlotte.

Denny



Lake & Wetland
MANAGEMENT

Kunish

LAKE SERVICE AGREEMENT

This Agreement is made between *Lake & Wetland Management - Charlotte.*, and:

May 8, 2014

Ms. Michelle Egan
Heritage Oak Park Community Development District
c/o Severn Trent Services
19520 Heritage Oak Boulevard
Port Charlotte, Florida 33948

megan@severntrentms.com
(941) 235-3566 Office
(941) 235-3561 Fax

Both *Heritage Oak Park Community Development District (CUSTOMER)* and *Lake & Wetland Management -Charlotte (LWM)* agree to these terms and conditions for Special Service Agreement:

Description of Service

- A. **Lake management service** including algae, border grass, and invasive exotic plant control for one (1) lake totaling 3,038 linear feet.
1. LWM shall provide all supervision, labor, herbicide, equipment, materials and incidentals necessary for the maintenance treatment.
 2. LWM will visit the site twice monthly with treatments as necessary to control undesirable growth. A minimum of twenty four (24) visits will be performed annually.
 3. All Florida Exotic Pest Plant Council (FLEPPC) listed invasive exotic species will be treated in place with EPA-certified herbicides. No vegetation or algae will be removed from the waterway.
 4. Native vegetation will be left for the benefit of fish and wildlife, unless otherwise requested.
 5. Casual debris, defined as cups, plastic and other man-made materials, will be removed during scheduled service visits. Large or dumped items, coconuts, palm fronds and other landscape debris are not included.
 6. A comprehensive management report will be submitted detailing work performed upon completion of each service visit.

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- B.** Installation of 1,000 aquatic plants around lake.

Investment Schedule

- A.** LWM agrees to perform the **lake management service** stated above on a twice **monthly** basis for the total sum of **\$510.00** per month.
- B.** LWM agrees to install above mentioned aquatic plants total sum of **~~\$650.00~~ NO CHARGE.**

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **LWM** for the consequences of such services.
2. **LWM** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon anniversary of execution date, unless notice is given by either party with at least 30 days written notice.
6. If **LWM** is required to enroll in any third-party compliance programs, invoicing or payment plans that asses fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **LWM**.

7. **LWM** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.

8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Denny Kunish

Denny Kunish
Lake and Wetland Management - Charlotte



Authorized signature Date
Heritage Oak Park C.D.D.