

**AGREEMENT FOR  
AQUATIC VEGETATION MANAGEMENT SERVICES**

**THIS AGREEMENT** is made as of the 15th day of February in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **PROFESSIONAL WATERFRONT CLEANUP AND REMOVAL, LLC.** whose address is 300 Water Shore Drive, Leesburg, Florida 34748 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE,** in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 230301 – Aquatic Vegetation Management; and
- c. The CONTRACTOR'S response to IFB 230301 made electronically on January 17, 2023 at 10:12 AM EST.

2. **Scope of Services.** The CONTRACTOR shall furnish AQUATIC VEGETATION MANAGEMENT SERVICES to the CITY for the locations listed in ATTACHMENT "A" and made part of this Agreement. The unit costs of the services shall not exceed those stated in ATTACHMENT "A" except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Other Services.** The CITY may request Other Services related to Aquatic Vegetation Management and Removal that may not specifically appear in the list of contracted services. For any Other Services the CITY will request the CONTRACTOR to prepare a Cost Proposal for the desired services. The CITY and CONTRACTOR will mutually agree to the Scope of Work and Cost for Other Services requested under this Agreement.

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. **Term of Agreement.** The Initial Term of the Agreement will be through February 28, 2026.

- a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.

8. **Firm Fixed Price Period.** All Pricing will be firm and fixed through the Initial Term of the Agreement. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

- a. **Cost Adjustments.** Any cost adjustment(s) shall be made by a written amendment to this Agreement. Approval will be made by the Leesburg City Commission as the approving body of this original Agreement.

9. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

10. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

11. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the

CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

12. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

13. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
  - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
  - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
  - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
  - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
  - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
  - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
  - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
  - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
  - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
  - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
  - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
  - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
  - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

- vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
  - i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

14. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

15. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

**16. Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**17. Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

**18. Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost,

to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.**

19. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

20. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

21. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY

will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

22. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

23. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

24. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

25. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

26. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

27. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

**CONTRACTOR Contact Information**

Name/Title: Clay Bell  
Address: 300 Water Shore Drive  
City, State & Zip: Leesburg, FL 34748  
Telephone: 352-504-0433  
Email Address: clay@waterfrontcleanup.com

**CITY Contact Information**

Name/Title: Chad Conklin, Operations Supervisor  
Telephone: 352-728-9783, Ext. 2449  
Email Address: Chad.Conklin@leesburgflorida.gov

28. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

29. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

30. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

31. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement.

The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

32. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

33. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

34. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[ Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

**PROFESSIONAL WATERFRONT CLEANUP  
AND REMOVAL, LLC.**

By: Clay Bell  
Clay Bell (Feb 21, 2023 10:14 EST)

Printed: Clay Bell

Its: President  
(Title)

**CITY OF LEESBURG, FLORIDA**

James A. Burry Jr.  
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis  
J. Andi Purvis, City Clerk

Approved as to form:

William Watson  
William Watson, City Attorney

# Agreement-ProfessionalWaterfrontCleanup-230301

Final Audit Report

2023-02-21

|                 |                                                   |
|-----------------|---------------------------------------------------|
| Created:        | 2023-02-17                                        |
| By:             | aaliyah davis (aaliyah.davis@leesburgflorida.gov) |
| Status:         | Signed                                            |
| Transaction ID: | CBJCHBCAABAAAdQ8pcjFRCf3Bbjk8Sd0Sp8hDAashZzCM     |

## "Agreement-ProfessionalWaterfrontCleanup-230301" History

-  Document created by aaliyah davis (aaliyah.davis@leesburgflorida.gov)  
2023-02-17 - 6:25:11 PM GMT- IP address: 8.26.112.25
-  Document emailed to clay@waterfrontcleanup.com for signature  
2023-02-17 - 6:25:40 PM GMT
-  Email viewed by clay@waterfrontcleanup.com  
2023-02-18 - 12:14:18 PM GMT- IP address: 174.229.20.243
-  Signer clay@waterfrontcleanup.com entered name at signing as Clay Bell  
2023-02-21 - 3:14:40 PM GMT- IP address: 174.211.171.134
-  Document e-signed by Clay Bell (clay@waterfrontcleanup.com)  
Signature Date: 2023-02-21 - 3:14:42 PM GMT - Time Source: server- IP address: 174.211.171.134
-  Agreement completed.  
2023-02-21 - 3:14:42 PM GMT

ATTACHMENT 'A'

| Item Number | Aquatic Vegetation Management Services    | Location                                                | Frequency | Months | Unit Cost | Annual Cost |
|-------------|-------------------------------------------|---------------------------------------------------------|-----------|--------|-----------|-------------|
| 1           | Stormwater Park (Berry Park)              | 2121 John's Avenue                                      | Monthly   | 12     | \$ 120.00 | \$ 1,440.00 |
| 2           | Lake Dixie Park (Lakes William & Mary)    | 1401 Meadows Ave                                        | Monthly   | 12     | \$ 135.00 | \$ 1,620.00 |
| 3           | Fountain Lake Park                        | 600 W. Meadow Street                                    | Monthly   | 12     | \$ 95.00  | \$ 1,140.00 |
| 4           | Venetian Gardens                          | 201 E. Dixie                                            | Monthly   | 12     | \$ 570.00 | \$ 6,840.00 |
| 5           | Ski Beach                                 | 201 E. Lake Harris Drive                                | Monthly   | 12     | \$ 145.00 | \$ 1,740.00 |
| 6           | Herlong Park                              | 700 E. North Blvd                                       | Monthly   | 12     | \$ 95.00  | \$ 1,140.00 |
| 7           | Singletary Park                           | 1902 S. 14th Street                                     | Monthly   | 12     | \$ 95.00  | \$ 1,140.00 |
| 8           | Marina                                    | 250 Ball Park Road                                      | Monthly   | 12     | \$ 110.00 | \$ 1,320.00 |
| 9           | Henderson Park                            | 810/908/910 North Shore Drive                           | Monthly   | 12     | \$ 190.00 | \$ 2,280.00 |
| 10          | Lake Lucerne                              | Lucerne Circle                                          | Monthly   | 12     | \$ 135.00 | \$ 1,620.00 |
| 11          | Lake Lorraine                             | East of Glenridge Dr.                                   | Monthly   | 12     | \$ 155.00 | \$ 1,860.00 |
| 12          | Little Lake Lorraine                      | West of Glenridge Dr                                    | Monthly   | 12     | \$ 110.00 | \$ 1,320.00 |
| 13          | Lake Maitland                             | Butler Street                                           | Monthly   | 12     | \$ 85.00  | \$ 1,020.00 |
| 14          | Dyches Lake                               | Stoer Island Dr.                                        | Monthly   | 12     | \$ 145.00 | \$ 1,740.00 |
| 15          | Scenic Street Pond                        | North of Scenic Street                                  | Monthly   | 12     | \$ 130.00 | \$ 1,560.00 |
| 16          | Indian Lane Pond                          | East of Indian Lane                                     | Monthly   | 12     | \$ 95.00  | \$ 1,140.00 |
| 17          | Nursery Road Retention Pond               | Nursery Road                                            | Monthly   | 12     | \$ 75.00  | \$ 900.00   |
| 18          | Flamingo Drive Pond                       | Flamingo Drive                                          | Monthly   | 12     | \$ 110.00 | \$ 1,320.00 |
| 19          | Lake Hollywood                            | Hollywood Drive and Florida Avenue                      | Monthly   | 12     | \$ 210.00 | \$ 2,520.00 |
| 20          | Louis Street Pond                         | Louis Street                                            | Monthly   | 12     | \$ 170.00 | \$ 2,040.00 |
| 21          | Park Lane                                 | 14th Street                                             | Monthly   | 12     | \$ 110.00 | \$ 1,320.00 |
| 22          | Balmoral Circle Pond                      | Balmoral Circle                                         | Monthly   | 12     | \$ 75.00  | \$ 900.00   |
| 23          | Lake Robin Hood                           | Cambridge Drive                                         | Monthly   | 12     | \$ 225.00 | \$ 2,700.00 |
| 24          | Chester Street Pond                       | Chester Street                                          | Monthly   | 12     | \$ 135.00 | \$ 1,620.00 |
| 25          | McCormack Pond                            | McCormack Street                                        | Monthly   | 12     | \$ 110.00 | \$ 1,320.00 |
| 26          | Lake Bonaire                              | Louis Street                                            | Monthly   | 12     | \$ 95.00  | \$ 1,140.00 |
| 27          | DOT Pond                                  | E. Dixie Avenue                                         | Monthly   | 12     | \$ 110.00 | \$ 1,320.00 |
| 28          | Pepper Tree Pond (Pepper Tree Apartments) | 2503 South Street                                       | Monthly   | 12     | \$ 95.00  | \$ 1,140.00 |
| 29          | Airport Blvd                              | Airport Blvd                                            | Monthly   | 12     | \$ 165.00 | \$ 1,980.00 |
| 30          | Venetian Community Center Pond            | 1 Dozier Circle                                         | Monthly   | 12     | \$ 100.00 | \$ 1,200.00 |
| 31          | Lake Mary                                 | 211 Lee Meadows Ave                                     | Monthly   | 12     | \$ 135.00 | \$ 1,620.00 |
| 32          | Griffin Road Gym Pond 1                   | 1851 Griffin Rd                                         | Monthly   | 12     | \$ 100.00 | \$ 1,200.00 |
| 33          | Griffin Road Gym Pond 2                   | 1851 Griffin Rd                                         | Monthly   | 12     | \$ 80.00  | \$ 960.00   |
| 34          | Perkins Street DOT Pond                   | 714 Perkins St                                          | Monthly   | 12     | \$ 100.00 | \$ 1,200.00 |
| 35          | Centruy Link Pond                         | 500 Webster St                                          | Monthly   | 12     | \$ 100.00 | \$ 1,200.00 |
| 36          | Canal Street Pond                         | 505 Canal Street                                        | Monthly   | 12     | \$ 100.00 | \$ 1,200.00 |
| 37          | Aquatic Center Pond 1                     | 312 Pine St                                             | Monthly   | 12     | \$ 90.00  | \$ 1,080.00 |
| 38          | Aquatic Center Pond 2                     | 312 Pine St                                             | Monthly   | 12     | \$ 90.00  | \$ 1,080.00 |
| 39          | Aquatic Center Pond 3                     | 312 Pine St                                             | Monthly   | 12     | \$ 90.00  | \$ 1,080.00 |
| 40          | Hall Circle                               | 501 North BV                                            | Monthly   | 12     | \$ 95.00  | \$ 1,140.00 |
| 41          | Unnamed - TBD                             | Alt Key 3818470 Approx. 220' West of<br>7928 US Hwy 441 | Monthly   | 12     | \$ 175.00 | \$ 2,100.00 |
| 42          | Unnamed - TBD                             | Alt Key 1703719 at the corner of US<br>Hwy 441          | Monthly   | 12     | \$ 100.00 | \$ 1,200.00 |
| 43          | Unnamed - TBD                             | Alt Key 1206481- Next door to 114<br>Sunnyside Dr.      | Monthly   | 12     | \$ 125.00 | \$ 1,500.00 |
|             |                                           |                                                         |           |        | \$        | 66,900.00   |

## ADDITIONAL CONTRACT ITEMS

These prices will be used when additional herbicide is required for vegetation control above the normal application rates. Provide unit of measure and unit pricing for the herbicide products listed as well as those not listed that your company could/would use.

Examples provided as reference for informational purposes only.

| Herbicide Product                                                                              | Unit of Measure | Price per Unit         |
|------------------------------------------------------------------------------------------------|-----------------|------------------------|
| Glyphosate<br>(Example: Rodeo, Aquanet)                                                        | Gallon          | \$ 60.65               |
| 2, 4-D<br>(Example: selective broadleaf herbicide such as Weedar)                              | Gallon          | \$ 31.00               |
| Triclopyr<br>(Example: Garlon No. 3 and 4)                                                     | Gallon          | \$ 95.50               |
| Diquat<br>(Example: Tribune and Reward)                                                        | Gallon          | \$ 90.00               |
| Copper Sulfate<br>(Example: Seclear, Argos, and Cutrine)                                       | Pound           | \$ 2.50                |
| Endothall<br>(Example: Hydrothol 191, Hydrothol 191 Granular, Aquathol K and Aquathol Super K) | Gallon          | \$ 107.50              |
| <b>Herbicides Not Listed</b>                                                                   |                 |                        |
| List any other herbicides your company uses for this service that are not listed above.        |                 |                        |
| Herbicide Product                                                                              | Unit of Measure | Price per Unit         |
| Flumioxazin (Clipper)                                                                          | Pound           | \$ 60.00               |
| Imazapyr (Polaris, Habitat)                                                                    | Gallon          | \$ 108.25              |
| Chelated Copper (Captain XTR)                                                                  | Gallon          | \$ 49.00               |
| Fluridone (Sonar AS, Avast)                                                                    | Ounce           | \$ 21.31               |
|                                                                                                |                 | \$                     |
|                                                                                                |                 | \$                     |
| <b>Hourly Rate to perform Manual/Physical Removal:</b>                                         |                 | \$ <u>250</u> Per Hour |



# 230301 - AQUATIC VEGETATION MANAGEMENT SERVICES

## Project Overview

| Project Details     |                                                                                                                                                                                                                                                                                                                                                               |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reference ID        | 230301                                                                                                                                                                                                                                                                                                                                                        |
| Project Name        | AQUATIC VEGETATION MANAGEMENT SERVICES                                                                                                                                                                                                                                                                                                                        |
| Project Owner       | Aaliyah Davis, MBA,FCCM,CPP                                                                                                                                                                                                                                                                                                                                   |
| Project Type        | IFB                                                                                                                                                                                                                                                                                                                                                           |
| Department          | Procurement                                                                                                                                                                                                                                                                                                                                                   |
| Project Description | Project Description The City of Leesburg, Florida invites qualified and experienced Contractors to submit responses for providing all the necessary labor, materials, equipment, and supervision for Aquatic Vegetation Management services on an annual contract basis. Details and specifications are outlined within the Invitation for Bid (IFB) package. |
| Open Date           | Dec 12, 2022 2:30 PM EST                                                                                                                                                                                                                                                                                                                                      |
| Close Date          | Jan 17, 2023 2:00 PM EST                                                                                                                                                                                                                                                                                                                                      |

# Agreement-SouthernAquatic-230301

Final Audit Report

2023-02-07

|                 |                                                   |
|-----------------|---------------------------------------------------|
| Created:        | 2023-02-06                                        |
| By:             | aaliyah davis (aaliyah.davis@leesburgflorida.gov) |
| Status:         | Signed                                            |
| Transaction ID: | CBJCHBCAABAAfcmA93j6HyXnDSFKBSkGvutYIc4oFA9       |

## "Agreement-SouthernAquatic-230301" History



Document created by aaliyah davis (aaliyah.davis@leesburgflorida.gov)

2023-02-06 - 3:17:39 PM GMT - IP address: 8.26.112.25



Document emailed to Aaron Church (a.church@southernaquaticmgmt.com) for signature

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2023-02-07 - 12:00:15 PM GMT - IP address: 107.115.159.29



Document e-signed by Aaron Church (a.church@southernaquaticmgmt.com)

Signature Date: 2023-02-07 - 12:01:43 PM GMT - Time Source: server- IP address: 107.115.159.29



Agreement completed.

2023-02-07 - 12:01:43 PM GMT



Adobe Acrobat Sign

## **SPECIAL TERMS & CONDITIONS**

### **ST-1. BACKGROUND**

The purpose of this solicitation is to establish a "Fixed Unit Price - Requirements Type Agreement" for providing Aquatic Vegetation Management Services on a monthly basis in conjunction with the City's needs. The contractor shall furnish/supply all labor, equipment, fuel, materials and any other items needed to perform all operations necessary in accordance with the specifications as described in Solicitation Package, and subject to the terms and conditions of the contract.

### **ST-2. SITE INSPECTION**

Suppliers are responsible for inspecting the site and familiarizing themselves with the location and conditions. Suppliers must make all necessary measurements to determine quantities of materials required.

### **ST-4. DISCREPANCIES AND OMISSIONS.**

A Supplier who discovers discrepancies or omissions with the project bid documents shall immediately notify the City's Procurement Representative. A Supplier that has doubt as to the true meaning of a project requirement may submit to the City's Procurement Representative a written request/question for interpretation no later than seven (7) days prior to bid opening. Any interpretation of the project bid documents by the City will be done in writing within the Solicitation Platform by the City. The City will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than in writing through the Solicitation Platform.

### **ST-5. ELIGIBILITY**

- a. Responses will only be considered from firms which are regularly engaged in business of performing the services requested in this solicitation and who have verifiable evidence of a consistent satisfactory record of performance.
- b. Responses from firms which are not regularly engaged in business of performing the services requested shall be deemed not responsible and eliminated from consideration.
- c. Suppliers must have a minimum of five (5) years' experience in performing the same or similar work required on this project.
- d. Suppliers shall provide a minimum of three (3) reference projects completed within the last five (5) years related to similar contracts of similar scope and size. References shall be given on the forms provided.

**ST-6. LICENSES**

The Supplier submitting a bid must hold the appropriate license for the work being performed.

The Supplier shall obtain and pay for all licenses required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the vendor for failure to obtain required licenses shall be borne by the vendor.

The Suppliers must hold the necessary valid license for the type of work to be performed for the full duration of the project. Allowing the license to lapse at any time during the project will be cause for the contract to be terminated for cause. The license must be effective at the time the bid is submitted.

**ST-7. RESTRICTED DISCUSSIONS**

From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**ST-8. BID OPENING**

A public bid opening will not be held.

**ST-9. METHOD OF AWARD**

To a single Supplier in the aggregate. Recommendation of Award will be to the responsible Supplier submitting the lowest responsive bid and holding the necessary licenses, certifications and experience. Determination of low bid amount will be made using the total bid for the Base Bid Items only and will not consider additional contract items.

**ST-10. QUANTITIES**

Measurements and quantities which may be given are estimates only, given for informational purposes. Bidders are encouraged to visit the sites to verify measurements and quantities.

The City reserves the right to alter the quantities of work to be performed at any time when necessary and the Contractor shall perform the work as altered, increased or decreased. Payment for such altered increased or decreased quantity will result in an Equitable Adjustment for changed work. Equitable Adjustments can result in price increases for the Contractor for increased work, or price reductions for the City for reduced work. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

**ST-11. CONTRACT**

The City intends to execute a Fixed Unit Services Agreement with an initial term of three (3) years prepared by the City with the awarded Supplier.

**ST-12. METHOD OF PAYMENT**

- a. All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- b. Failure to submit invoices in the prescribed manner will delay payment.
- c. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**ST-13. COMPLIANCE**

The Contractor will comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the Contractor for failure to obtain required permits, inspection fees, or inspections shall be borne by the Contractor.

**ST-14. RISK OF LOSS**

- a. The Contractor assumes the risk of loss of damage to the City's property during possession of such property by the Contractor, and until delivery to, and acceptance of, that property to the City. The Contractor shall immediately repair, replace or make good on the loss or damage without cost to the City, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.
- b. The Contractor will indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of any subsequent contract. The Contractor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

**ST-15. CONTRACTOR FURNISHED LABOR, MATERIALS, & EQUIPMENT**

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager and all applicable regulatory agencies.

**ST-16. ILLEGAL ALIEN LABOR**

Contractor shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall

not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

**ST-17. FAIR LABOR STANDARDS ACT**

No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City.

[END OF SPECIAL TERMS & CONDITIONS]

## SCOPE OF WORK

### SW-1. SCOPE

The Contractor will provide Aquatic Vegetation Control at the locations described in this Solicitation Package. The Contractor will use industry acceptable methods to maintain vegetation control. Any Contract awarded pursuant to this Solicitation Package will require the Contractor to perform all services necessary to accomplish the tasks in regard to Aquatic Vegetation Control.

### SW-2. SPECIFICATIONS

The provision of all labor, equipment, materials, chemicals and supervision required to provide Aquatic Vegetation Control Services in Lakes and Ponds throughout the City of Leesburg as identified in this section.

#### a. Treatments – General

- i. Treatment of designated areas will be in conjunction with both federally and State approved recommended herbicides for control/prevention/eradication of unwanted/invasive aquatic vegetation.
- ii. On a monthly basis, the Contractor will prepare and forward to the Public Works Director a detailed service report containing:
  - Control methods that were used during the treatment
  - Include sample product labels
  - MSDS sheets for all products used
  - List of targeted pests
  - An approximate timeframe in which the City can expect to see results.
- ii. Guarantee of performance of work must be to the satisfaction of the City of Leesburg as defined under **Treatment Goals**.

#### b. Monthly Treatments

- i. Monthly treatments for the control and prevention of noxious aquatic weeds and algae will be required for all sites designated herein
- ii. Monthly treatments include, but are not limited to, the following:
  - Underwater and floating vegetation control program
  - Shoreline grass and brush control program
  - Measurements of Dissolved Oxygen levels prior to treatment to ensure that treatment will not adversely affect Dissolved Oxygen levels and thereby adversely affect aquatic organisms.
- ii. Contractor will prepare and submit written monthly service reports containing:
  - Identification of any aquatic vegetation present and corrective action taken, including name(s) of chemicals used.
  - Include sample product labels (if new products are used).
  - MSDS sheets for all products used (if new products are used).
  - Record of location and value of pretreatment Dissolved Oxygen
- iii. Emergency callback and/or additional treatment during any given month will be performed at no additional cost to the City.

c. **Shoreline Treatment**

Shoreline treatment shall consist of control of unwanted plant growth along the edge of the shoreline as far out into the water as plant growth is present. Treatment must also comply with the City's Department of Environmental Protection (DEP) permit.

d. **Treatment Goals (Service Levels)**

Goals for the treatment of aquatic vegetation include:

iv. In natural bodies of water:

- Keep invasive and exotic vegetation to less than 10% coverage
- Make water body aesthetically pleasing
- Retain beneficial plants
- Abide by terms of the City's DEP permit and to communicate with local DEP biologist anytime that there is a change in natural conditions

v. In retention areas:

- Allow system to function as it was designed.
- Keep aquatic weeds under control to less than 10% coverage (including filamentous algae).
- Allow for maximum water holding capacity.
- Allow water to freely enter and leave the system as designed
- Prevent invasive weeds from covering the bottom of retention area (in order to avoid reducing percolation rate).
- Retain beneficial plants.

e. **Re-treatment**

The City will require the Contractor to make additional treatments or re-treatments if the Treatment Goals are not being met. Re-treatment will be performed at no additional cost to the City. Suppliers must include in their bid price sufficient resources to meet the above described Treatment Goals.

f. **Abnormal Environmental Conditions**

Should the Treatment Goals not be met as a result of unusual environmental conditions (i.e., excessive rain, higher than normal heat); the City and Contractor will mutually agree upon a cost to add additional treatments in order to meet the Treatment Goals.

g. **Mechanical / Physical Removal**

The City may request the contractor to perform mechanical or physical removal of aquatic vegetation. Please provide an hourly rate for these services where indicated on the pricing sheet.

h. **Chemicals**

The Contractor shall use only Federal and State approved chemicals for the control of aquatic weeds and algae.

i. **Coordination**

The Contractor must coordinate all monthly treatment with the designated Public Works Representatives for their respective groups of maintenance locations. The department representatives will be designated in the resulting services contract.

j. **Miscellaneous**

- i. Please note that not all locations will have boat access.
- ii. Most locations are less than one (1) acre in size.

**SW-3. PERSONNEL REQUIREMENTS**

All work shall be performed by a technician with a State of Florida commercial herbicide applicators license.

**SW-4. PERMITTING**

The City of Leesburg will be responsible for obtaining all permits required by regulatory agencies to perform these services. All permits are currently active under the City's name.

**SW-5. PRICING**

- a. Supplier must supply single monthly cost to maintain all locations.
- b. Supplier shall provide cost per unit volume for the aquatic herbicides as described in the Price Sheets within the Solicitation package.
- c. Additional chemicals can be used with written permission from the City. Pricing for additional chemicals will be agreed upon PRIOR to use.

**SW-6. LOCATIONS**

1. **Stormwater Park (Berry Park)**

Location: 2121 John's Avenue  
Department: Recreation and Parks  
Permit: Not required  
Treatment: Monthly inspection needed

2. **Lake Dixie Park (Lakes William & Mary)**

Location: 1401 Meadows Ave  
Department: Recreation and Parks  
Permit: Required  
Treatment: Monthly treatment needed

3. **Fountain Lake Park**

Location: 600 W. Meadow Street  
Department: Recreation and Parks  
Permit: Not required  
Treatment: Monthly inspection needed

4. **Venetian Gardens**

Location: 201 E. Dixie  
Department: Recreation and Parks  
Permit: Required  
Treatment: Monthly inspection needed

5. **Ski Beach**  
Location: 201 E. Lake Harris Drive  
Department: Recreation and Parks  
Permit: Required  
Treatment: Monthly inspection needed
6. **Herlong Park**  
Location: 700 E. North Blvd  
Department: Recreation and Parks  
Permit: Required  
Treatment: Monthly inspection needed
7. **Singletery Park**  
Location: 1902 S. 14th Street  
Department: Recreation and Parks  
Permit: Required  
Treatment: Monthly inspection needed
8. **Marina**  
Location: 250 Ball Park Road  
Department: Recreation and Parks  
Permit: Required  
Treatment: Monthly inspection needed
9. **Henderson Park**  
Location: 810/908/910 North Shore Drive  
Department: Recreation and Parks  
Permit: Required  
Treatment: Monthly inspection needed
10. **Lake Lucerne**  
Location: Lucerne Circle  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed
11. **Lake Lorraine**  
Location: East of Glenridge Dr.  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed
12. **Little Lake Lorraine**  
Location: West of Glenridge Dr.  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**13. Lake Maitland**

Location: Butler Street  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**14. Dyches Lake**

Location: Stoer Island Dr.  
Department: Public Works  
Permit: Permit required - held by Environmental Services expires 2/10/14  
Treatment: Monthly inspection needed

*Dyches Lake is split into three (3) separate lakes by a manmade "causeway." Two of these lakes are deeper and more responsive to treatment than the third lake or main body. For the purpose of identifying these separately additional names for the other water bodies although they are covered by the Dyches Lake permit (Item 13 and 14).*

**15. Scenic Street Pond**

Location: North of Scenic Street  
Department: Public Works  
Permit: Covered by Dyches Lake permit  
Treatment: Monthly inspection needed

**16. Indian Lane Pond**

Location: East of Indian Lane  
Department: Public Works  
Permit: Covered by Dyches Lake permit  
Treatment: Monthly inspection needed

**17. Nursery Road Retention Pond**

Location: Nursery Road  
Department: Public Works  
Permit: Not required  
Treatment: monthly inspection needed

**18. Flamingo Drive Pond**

Location: Flamingo Drive  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed shoreline areas

**19. Lake Hollywood**

Location: Hollywood Drive and Florida Avenue  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**20. Louis Street Pond**

Location: Louis Street

Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed areas

**21. Park Lake**

Location: 14th Street  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**22. Balmoral Circle Pond**

Location: Balmoral Circle  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**23. Lake Robin Hood**

Location: Cambridge Drive  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**24. Chester Street Pond**

Location: Chester Street  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**25. McCormack Pond**

Location: McCormack Street  
Department: Public Works  
Treatment: Monthly inspection needed

**26. Lake Bonaire**

Location: Louis Street  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**27. DOT Pond**

Location: E. Dixie Avenue  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**28. Pepper Tree Pond (Pepper Tree Apartments)**

Location: 2503 South Street  
Department: Public Works

Permit: Not required  
Treatment: Monthly inspection needed

**29. Airport Blvd**

Location: 8807 Airport Blvd.  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**30. Venetian Community Center Pond**

Location: 1 Dozier Circle  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**31. Lake Mary**

Location: 211 Lee Meadows Ave  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**32. Griffin Road Gym Pond 1**

Location: 1851 Griffin Rd  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**33. Griffin Road Gym Pond 2**

Location: 1851 Griffin Rd  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**34. Perkins Street DOT Pond**

Location: 714 Perkins St  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**35. Century Link Pond**

Location: 500 Webster St  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**36. Canal Street Pond**

Location: 505 Canal St  
Department: Public Works

Permit: Not required  
Treatment: Monthly inspection needed

**37. Aquatic Center Pond 1**

Location: 312 Pine St  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**38. Aquatic Center Pond 2**

Location: 312 Pine St  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**39. Aquatic Center Pond 3**

Location: 312 Pine St  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**40. Hall Circle**

Location: 501 North Bv  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**41. Unnamed – TBD**

Location: Alt Key 3818470 Approx. 220' West of 7928 US Hwy 441  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**42. Unnamed – TBD**

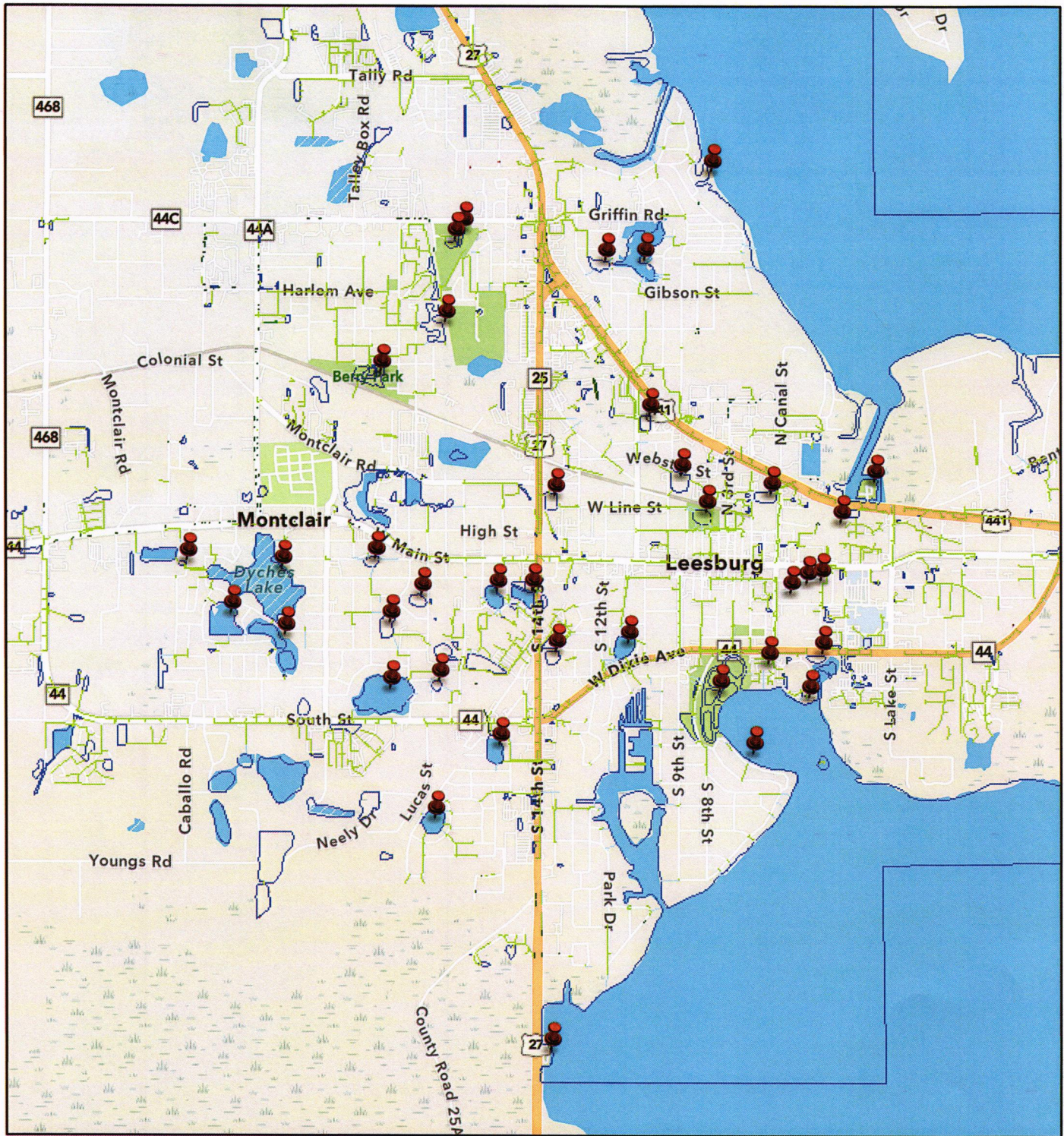
Location: Alt Key 1703719 at the corner of US Hwy 441, Tomato Hill Road,  
and Old Tavares Rd. Next to Racetrac (2115 US Hwy 441)  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

**43. Unnamed – TBD**

Location: Alt Key 1206481- Next door to 114 Sunnyside Dr.  
Department: Public Works  
Permit: Not required  
Treatment: Monthly inspection needed

[END OF SCOPE OF WORK]

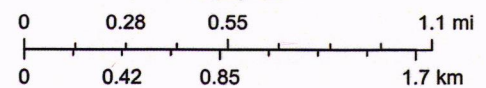
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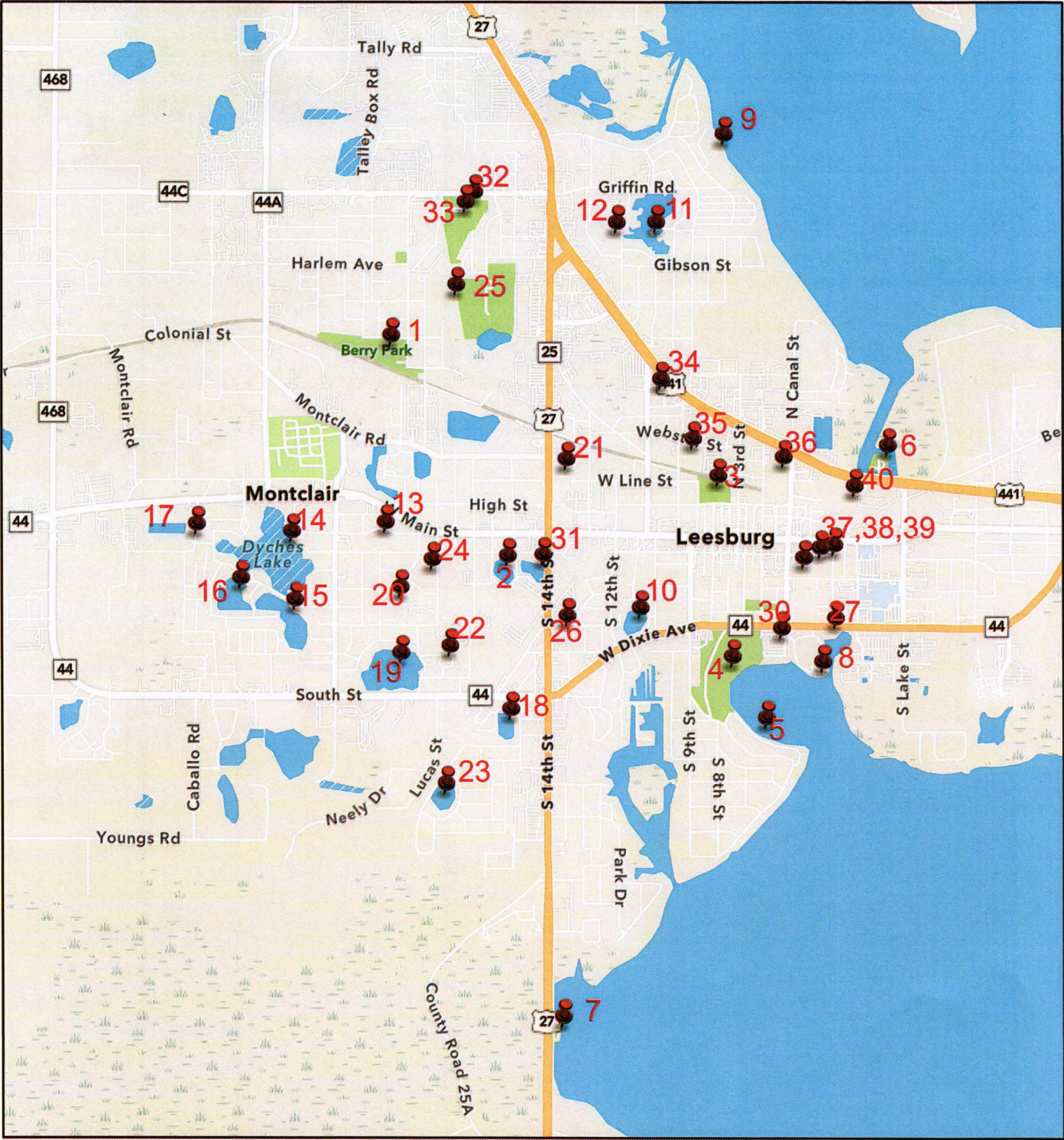
1:36,112

|                 |            |           |
|-----------------|------------|-----------|
| Containments    | Pond       | Culvert   |
| Conveyance      | Undefined  | Outfall   |
| Easement        | Pipes      | Overflow  |
| FacilityPremise | Collector  | SideDrain |
| Hydrology       | CrossDrain |           |

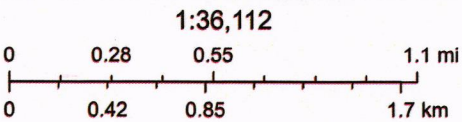


City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

# Utility Locator Map



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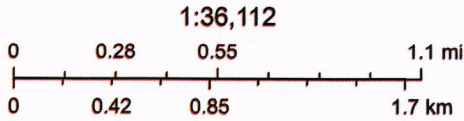


City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

# Utility Locator Map



10/4/2022, 12:39:10 PM



City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

