

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name ***Aquatic Vegetation Control, Inc 6753 Garden Road #109, P.O. Box 10845, Riviera Beach, FL 33419-0845*** Telephone No. (561) 845-5525 Fax No. (561) 845-5374, hereinafter called "Contractor", party of the second part.

**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

As used herein the contract supervisor shall mean John Dunton, at (772) 344-4035 or his/her designee.

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Contractor has agreed to perform pursuant Scope of Services submitted by Aquatic Vegetation Control, included as Attachment "A" also work requirements as listed in RFP 9900568, therein made a part of this Contract.

**SECTION II  
TIME OF PERFORMANCE**

As a continuing Contract, the original contract period shall commence November 1, 2004 and terminate October 31, 2007. Renewals of three – (3) year periods are permitted as long as both parties agree to the need of the services and price. In the event all work required in the proposal specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the Request for Proposal has been rendered.

**SECTION III  
COMPENSATION**

The total annual amount to be paid by the City to the Contractor is not to exceed **\$ 453,223.00**, plus an indemnification fee of ten dollars (\$10.00). Payments will be disbursed in the following manner: Monthly payments will be made based upon the District Treatment Schedule provided Contract Supervisor approves invoice as provided in Section XII.

Such compensation includes all expenses incurred by the Contractor for all loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, and for all expenses incurred by or in consequences of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty- (30) days unless contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this contract must contain the contract number appearing herein.

#### **SECTION IV CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said specifications, and all documents promulgated by the City are, by reference, made a part hereof as if set forth herein in full.

#### **SECTION V INDEMNIFICATION/INSURANCE**

To the extent permitted under Florida Statutes the Contractor shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the City, or its agents, employees or subcontractors, in the performance of this contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract.

The Contractor shall carry or require that there be carried Workers' Compensation Insurance and Employers' Liability coverage in accordance with Florida Statute Chapter 440.

The Contractor shall maintain, during the lifetime of this contract, at his/her own expense, insurance coverage for public liability with limits of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or

Completed Operations, Contractual Liability, and Broad Form Property Damage Endorsements, Pollution/Hazardous Material Endorsements. Coverage for hazards of explosion, collapse, and underground Property damage (XCU) must also be included when applicable to the work to be performed. A Business Auto Policy or similar form shall have minimum limits of \$500,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include all owned, hired, and non-owned vehicles. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents and shall include the Contract and Bid number. The Certificate of Insurance shall unequivocally provide thirty - (30) days' written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above limits, the Selected Proposer shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Selected Proposer shall agree by entering into the contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Proposer enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Selected Proposer to insure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this contract.

## **SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII  
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

**SECTION VIII  
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done is to comply with all local state and federal laws and regulations.

**SECTION IX  
CLEANING UP**

Contractor shall, during the performance of this contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X  
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XI  
DELIVERY DOCUMENTATION**

"Not Applicable"

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work has been performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is

received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract shall apply.

Prior to the commencement of each month's work, the Contract Supervisor shall submit to the Contractor a detailed schedule of the work to be performed during the month. The schedule shall indicate the date each area is to be serviced. The Contract Supervisor, or his designee, shall have the authority to make modifications to the schedule as may be required for the convenience of the City without additional cost. The Contractor shall be required to conform to the schedule.

**SECTION XIV  
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XV  
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, property and the environment. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI  
ASSIGNMENT**

Contractor shall not delegate or subcontract any part of the work under this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII  
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this contract, the City by written notice to the Contractor, may

terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

The City may terminate this agreement with or without cause by giving the vendor/contractor thirty - (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty - (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

## **SECTION XVIII LAW**

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

**SECTION XIX  
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the contract.

**SECTION XX  
APPROPRIATION APPROVAL**

The Contractor acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30<sup>th</sup> of 2005. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXI  
RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this contract, to provide the identical services required in this contract for the identical periods of time in the subsequent calendar periods and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for additional terms, consistent with Section II.

**NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the contract period.**

**SECTION XXII  
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

\_\_\_\_\_  
City Manager

ATTEST:

By:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Authorized Representative of Aquatic Vegetation Control, Inc

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_

(please print)

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_

(type of identification)

Identification No. \_\_\_\_\_

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Signature

Notary Public-State of \_\_\_\_\_ at Large

My Commission Expires \_\_\_\_\_.

(seal)



**DROW Schedule for Schedule #1**

| <b>District #1</b>   | <b>District #2</b>   | <b>District #3</b>   |
|--|--|--|
| <b>JANUARY</b>   | <b>FEBRUARY</b>  | <b>MARCH</b>   |
| Units: 1,3,4,5,6,7,8,9,10,<br>11,12,13,14,16,17,18,19,<br>Sections: 29,40,49,50,51,<br>52,53,62,65 | Sections: 5,7,8,9,11,12,14,<br>16,17,19,20,21,22,23,31,33,<br>34,36,37,41,42 | Sections: 1,2,3,4,5,10,13,18,<br>24,25,26,27,28,39,43,44,46,<br>47,48,66 |
| <b>APRIL</b>   | <b>MAY</b>   | <b>JUNE</b>  |
| Units: 1,3,4,5,6,7,8,9,10,11,<br>12,13,14,16,17,18,19<br>Sections: 29,40,49,50,51,<br>52,53,62,65  | Sections: 5,7,8,9,11,12,14,<br>16,17,19,20,21,22,23,31,33,<br>34,36,37,41,42 | Sections: 1,2,3,4,5,10,13,18,<br>24,25,26,27,28,39,43,44,46,<br>47,48,66 |
| <b>JULY</b>  | <b>AUGUST</b>  | <b>SEPTEMBER</b>   |
| Units: 1,3,4,5,6,7,8,9,10,11,<br>12,13,14,16,17,18,19<br>Sections: 29,40,49,50,51,<br>52,53,62,65  | Sections: 5,7,8,9,11,12,14,<br>16,17,19,20,21,22,23,31,33,<br>34,36,37,41,42 | Sections: 1,2,3,4,5,10,13,18,<br>24,25,26,27,28,39,43,44,46,<br>47,48,66 |
| <b>OCTOBER</b>   | <b>NOVEMBER</b>  | <b>DECEMBER</b>  |
| Units: 1,3,4,5,6,7,8,9,10,11,<br>12,13,14,16,17,18,19<br>Sections: 29,40,49,50,51,<br>52,53,62,65  | Sections: 5,7,8,9,11,12,14,<br>16,17,19,20,21,22,23,31,33,<br>34,36,37,41,42 | Sections: 1,2,3,4,5,10,13,18,<br>24,25,26,27,28,39,43,44,46,<br>47,48,66 |

**Appendix “A”**

**CITY OF PORT ST. LUCIE  
AQUATIC VEGETATION CONTROL  
OF DROW, WW, GREENWAYS, LAKES & PONDS  
SCOPE OF SERVICES**

**Prepared for**

**The City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984-5099**

**By**

**Aquatic Vegetation Control, Inc.  
6753 Garden Road, Suite 109  
Riviera Beach, Florida 33404**

**August 2004**

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## **Project Understanding**

Based on experience gained through over eighteen years service to the City of Port St. Lucie (City), Aquatic Vegetation Control, Inc. (AVC) completely understands the scope and magnitude of this project. AVC realizes the size and complexity of the DROW network, greenways, and waterways such that we have developed work plans and maps depicting access points, side lot ditch locations, trouble areas, special restriction zones, and areas in which to use the most appropriate piece of equipment. The management team for this project (Vice President of Operations, Division Manager, Project Manager, and Quality Assurance Officer) has tenure on City projects totaling over twenty years and designated applicators (permanent or alternate) are all experienced with work in the City and knowledgeable in regards to local conditions. This complete understanding of the City's drainage system and its Public Works Division's organization and protocols means that there will be no learning curve associated with continuing this project for the duration of this contract. However, there will be some modifications (as presented in our following technical scope) to the present work plan in order to accommodate the City's growing demands.

AVC also clearly understands the City's request for a qualified firm with experience in dealing with large treatment programs. To this end, AVC has conducted large aquatic treatment and reporting programs for numerous public agencies and municipalities including the Village of Wellington, Northern Palm Beach County Improvement District, South Indian River Water Control District, and the State of South Carolina Department of Natural Resources. From this varied experience, AVC has developed project teams, checklists of appropriate field equipment and personal safety gear, herbicide mixtures for specific target species, and custom treatment methodologies capable of successfully conducting large programs.

We have also learned to cope with the logistical complexities of conducting large treatment programs, including specifically the City of Port St. Lucie. To cope with the logistics, AVC has established warehouse facilities (including one located within one mile of the PSL Public Works offices) in order to reduce travel time. In addition, AVC has initiated the use of handheld two-way radio communications throughout the company. This system increases client availability, work efficiency, and safety by allowing the office and project manager to remain in steady contact with the field supervisor and applicators statewide.

More specifically, it is understood that the City is seeking a qualified company to provide all supervision, labor, equipment, and materials necessary to treat nuisance vegetation within the City's waterways, stormwater system, and greenways. Target species include floating species such as water lettuce and water hyacinth, emergent species such as cattails and torpedo grass, and submerged species such as hydrilla and coontail. Upland invasive species such as Melaleuca, Brazilian pepper, and climbing fern will also be targeted within the greenways. City-specific knowledge possessed by AVC will become clearly to all aspects of the project and includes the location of areas within the drainage system and waterways that are prone to outbreaks of particular species. Examples of this insight include hydrilla concerns in the Monterey WW, recurring water lettuce in the Horseshoe WW, and cabomba blooms in the Gate and Seyboldt WW.

As described in detail in this Scope of Services, the treatment and reporting program will be conducted as three sub-programs, DROW maintenance (Schedule 1), waterways/lake management (Schedule 2), and greenways maintenance (Schedule 3) following all City specifications. The City will not be required to provide labor or materials needed to conduct this program.

Stated clearly, AVC's project objective is to provide a highly experienced and well-equipped team of supervisors and field personnel that can continue to function as an extension of the City's staff in order to provide an innovative, technically sound, and cost effective treatment and reporting program. We feel that our long standing relationship with the City, our use of dependable equipment, extensive knowledge of herbicides, professional ecological consulting capabilities, and practical experience gained from over eighteen years within the City are a few of the qualifications that make AVC the optimal choice for continuing such a program.

### **Project Approach**

The Project Approach is an integrated approach designed to reduce costs and add services based on AVC's past experience in working with the City of Port St. Lucie. As per City specifications, AVC will provide all supervision, labor, equipment, and materials necessary to conduct a City-wide treatment program for DROWs, waterways, lakes, ponds, and greenways. The purpose for this multi-faceted treatment program is to facilitate stormwater conveyance as well as to increase the aesthetic and ecological value of the waterways and greenways. Target species include hydrilla, cattails, broadleaf weeds, grasses, and other waterborne vegetation that are unsightly or may impede the flow of water, as well as upland and wetland exotic invasive plants.

We feel that the following approach and work schedule, utilizing specialized application vehicles, integrating direct chemical applications, biological control, and automated chemical delivery systems, will provide the flexibility to fulfill the City's current and future maintenance and management concerns. That is, as the City continues to grow, it is anticipated that there will be an increased demand on the DROWs and waterways as it relates to aesthetic values as well as an increase in drainage capacity. Therefore, this proposed approach and schedule will have the ability to be easily altered as needed to meet such needs. It should also be assumed that increased development surrounding the DROWs, greenways, and waterways will result in future nuisance vegetation outbreaks, more houses lead to more available nutrients that ultimately lead to an increase in the frequency of vegetation treatments.

Management and application personnel will be discussed in detail later, but will consist of a Project Director, a Project Manager, a Quality Control Officer, a permanently assigned Field Supervisor, three permanent applicators, and two alternate applicators to be used as needed to ensure adherence to the work schedule. As pertaining to all other aspects of this project approach, management and personnel will strictly adhere to all City specifications. The Project and Field Managers will utilize our current warehouse facility on Biltmore Street as the base of operations. By using this local facility as a base of operations and a storage facility for supplies and equipment, we can continue the overall productivity of the program.

The treatment program will be conducted as three sub-programs: (Schedule 1) DROW Management; (Schedule 2) Waterway and Lake Management; and (Schedule 3) Greenways Management. DROW management, **Schedule 1**, will consist of maintaining the growth of unwanted vegetation at levels below City specifications within approximately 424 acres. This will be accomplished by the application of herbicides from 4X4 truck, ATV, foot (dragging hoses), and specialized tracked vehicles (Argos) in each designated Section of the City on the same schedule followed currently under our present contract (pending

approval by the Contract Supervisor). In other words, because these areas are less demanding from an aesthetic standpoint and more demanding of functionality, DROWs in each City section or unit will be chemically treated a minimum of three times per year (see Schedule 1). However, chronic problem or high visibility areas will receive additional treatments per year at the Contract Supervisors discretion. This differs from the schedule of four treatments per year specified by the City, but we strongly feel this alternate schedule will provide the same desirable DROW results overall while allowing additional services to the waterways and lakes for the same overall annual cost. However, if the Contract Supervisor disagrees with this assessment, then the number of treatments per year in certain DROWs will be at his discretion.

In addition to the direct application of herbicides for floating and emergent vegetation by applicators, AVC has developed an effective automated system for the delivery of Sonar pellets at constant rates over a given period of time for the control of hydrilla. This program will remain in use and expanded as needed as the City is developed.

**Schedule 2**, Waterways and Lake Management, will be conducted by regularly treating vegetation from airboat, skiff, or 4X4 truck with specialized spray apparatus as determined by an inspection and prioritization plan to be approved by the Contract Supervisor within approximately 1037 acres. This treatment sub-program will be seasonally supplemented by the alternate applicators in addition to the permanent crew. Typically, the waterways and lakes require more attention than DROWs to achieve progressive vegetation control. Furthermore, individual waterways within the City vary dramatically as to the frequency of necessary treatments due to differing water depths, nutrient loading, seedsource/recruitment availability, and water flow.

**Schedule 3**, Greenways Management, will be conducted by treating invasive vegetation within each designated greenway a minimum of twice per year in order to maintain unwanted vegetation at less than 10% coverage. It is estimated that the area to be maintained under this program is approximately 350 acres. Treatment methodology and herbicide mixtures will vary by target species but the program will be conducted by one certified crew leader and two to five crew members. Target plants include torpedo grass, cattails, primrose, climbing fern *Melaleuca*, Brazilian pepper, and ear leaf acacia.

Upon award of the contract, AVC will meet with the Contract Supervisor to finalize an inspection and prioritization plan inclusive of all City waterways, lakes, ponds, and greenways. This I & P plan will be conducted by the Project Director, Project Manager, and Field Supervisor. As a minimum, DROWs, waterways/lakes, and greenways will be inspected monthly with certain water bodies requiring eight to ten treatments per year.

Based on AVC's experience in the City, we understand that the waterways and lakes differ dramatically in vegetation infestations, but they all typically require the treatment of floating, emergent, and submerged vegetation all in one season. The reason for this complexity is that, in essence, by controlling vegetation we are merely "recycling" nutrients in the waterways. As one type of treated vegetation decomposes their nutrients are released and used by other type of plants as fertilizer. This is a self-perpetuating phenomenon that requires regular inspections and treatment prioritization to keep the waterways free of structure-clogging or unsightly growth.

In order to achieve a successful treatment program for the City's waterways and lakes once an efficient I & P plan has been implemented, AVC proposes the continued use of biological control measures and the

expanded use of automated herbicide dispensers in addition to the City-requested use of Sonar for the control of hydrilla. The use of this intensive integrated approach is deemed necessary because hydrilla is the most difficult type of nuisance vegetation to control in moving waters, particularly in areas where other treated vegetation are providing additional nutrients and very little competition for sunlight.

To meet the rigorous demands of this program, AVC has provided in excess of 5000 triploid grass carp in the past with excellent results and now proposes to provide up to 6000 additional grass carp to replace those lost to mortality as well as introductions into new water bodies. AVC will work with the City to permit any additional carp. AVC will also employ widespread (but calculated and efficient) use of Sonar, applied by applicators or automated dispensers. In addition, DROWs that have acted as seed sources for waterways and lakes will be effectively treated using the automated system of Sonar dispensers.

Although not as detrimental to water bodies or as difficult to control as hydrilla, emergent species (such as cattails and torpedo grass) and floating species (such as water lettuce and water hyacinth) require prompt attention and specialized control measures to minimize threats to drainage and aesthetics. These species will be effectively treated using airboat, flat-bottomed skiff, and 4X4 truck with a specialized spray apparatus.

In addition to herbicide application requirements, there are also reporting responsibilities specified by the City. The Project Manager and Field Supervisor will share the responsibility for satisfying the reporting criteria. The Quality Assurance Officer will be responsible for reviewing the reporting program for any deficiencies and accuracy. Lastly, any inspections or meetings called by the Contract Supervisor will be attended by any AVC manager or personnel whose presence is requested.

**City of Port St. Lucie  
Project Organization**

|                       |   |
|-----------------------|---|
| Client                | City of Port St. Lucie                          |
| Project Director      | Angel Lopez, AVC Vice President of Operations   |
| Project Manager       | Alex Mateos, AVC Aquatic Division Manager       |
| Field Manager         | David Midgette                                  |
| Schedule 1 Applicator | Brad Schneider<br>Robert Rawley<br>Alan Bentley |
| Schedule 2 Applicator | David Midgette<br>Pablo Torres                  |
| Schedule 3 Leader     | Nick Conception                                 |
| QC Officer            | Jim Burney, AVC President                       |



## **Equipment**

The city has a variety of aquatic environments, which pose quite a challenge in regards to maintenance of the drainage right-of-ways. To meet this, AVC has assembled an equipment package which allows us to access almost any site condition within the City. However, based on prior City experience, there is still the further need to coordinate with the City to provide access to a few of the DROWs. This coordination will include the City clearing right of ways or mowing overgrown shrubs and trees with a spider. If Aquatic Vegetation Control is awarded this contract, we intend to allocate the following equipment exclusively to the performance of this contract.

- 2 Argo Amphibious Vehicles with spray equipment
- 4 4x4 support trucks with spray equipment and 300' hose
- 1 Airboat with spray equipment
- 1 4 x4 ATV with spray equipment

However, additional equipment and operators will be assigned for use on this project seasonally as needed to fulfill schedule demands.

Through AVC's experience in working in the city for several years, we feel we have developed some great efficiencies in performing the work required under this contract. The major component for our success has been our selection of equipment for accessing these aquatic areas throughout the city. We feel that our equipment selection provides the most comprehensive package available in the industry.

## **Chemicals**

The following is a list of chemicals that will be utilized in the City after a contract is awarded:

- Habitat
- Rodeo/Glypro
- Round-up/Glypro Plus
- Copper Sulphate
- Chelated Copper
- 2, 4-D
- Sonar
- Aquathol K
- Hydrothol 191
- Garlon 4
- Renovate
- Sahara
- Reward
- Adjuvants and surfactants

We previously provided MSDS sheets for herbicides to be used by AVC on this project. However, additional copies can be provided at the City's request.

**Cost**

The cost for **Schedule 1 and 2** will be an annual lump sum fee of **\$372,960.00** (an 11 % increase from the 1998 bid cost ) and the cost for the newly developed **Schedule 3** program will be an annual lump sum fee of **\$86,000** per year (Tables 1 and 2). Therefore, AVC’s treatment program per year is a lump sum fee of \$458,960.00 payable monthly based upon the District Treatment Schedule. In lieu of a payment and performance bond, we request to grant the City a 1.25% decrease of the annual cost. Therefore the annual lump sum fee would be \$453,223.00.

Table 1. Annual Lump Sum Costs Inclusive of Schedules 1-3.

|        |              |
|--------|--------------|
| Year 1 | \$453,223.00 |
| Year 2 | \$453,223.00 |
| Year 3 | \$453,223.00 |

Table 2. Monthly Billing Cost per Acre.

|            |          |
|------------|----------|
| Schedule 1 |          |
| District 1 | \$77.77  |
| District 2 | \$66.60  |
| District 3 | \$66.60  |
| District 4 | \$99.90  |
| District 5 | \$99.90  |
| District 6 | \$133.20 |
| Schedule 2 | \$16.10  |

Table 3. Cost per Acre for Additional Work for the Schedules1-3.

| <u>Schedule</u>             | <u>Cost/Acre</u> | <u>Comments</u>                   |
|-----------------------------|------------------|-----------------------------------|
| 1*<br>or Argo.              | \$117.00         | Cost per treated acre using truck |
| 2**<br>waterway treated.    | \$108.00         | Acreage assumes entire            |
| 3<br>inspected and treated. | \$122.00         | Acreage based on total acres      |

\*- Assumes Schedule 1 is 40% of the annual cost.

\*\* - Assumes Schedule 2 is 60% of the annual cost