

Contract #20040116 Amendment #3

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Date: July 9, 2008

Contract Title: Aquatic Vegetation Control, -Brazilian Pepper Trees

Contractor's Name: Aquatic Vegetation Control, Inc.

Contract period: 11/01/2007 – 10/31/2010

The following modifications to the Terms and Conditions contained in Contract # 20040116 between Aquatic Vegetation Control, Inc., and the City of Port St. Lucie are hereby incorporated and made a part of that Contract.

1. Scope of work is to furnish all materials, herbicides, equipment, and labor required for the treatment of Brazilian Pepper Trees along the front portion of vacant lots as specified in the Liner Maintenance Program for the west section. Work to be performed as listed in the Aquatic Vegetation Control Proposal dated June 25, 2008, attached and made part of this amendment.
2. Crew will consist of one (1) Supervisor at \$54.50 per hour and four (4) Laborers at \$20.00 per hour. Crew will work ten (10) hrs per day, four (4) days per week. Dependant on the weather, the project will take 41 working days to complete.
3. Aquatic Vegetation Control, Inc will perform this work for the sum of **\$76,719.00**, which includes the cost of herbicide.
4. Additional treatment to Brazilian Pepper Trees in other sections of the City may be applied at the same unit cost as listed above. Herbicide will be billed at cost per project. Pricing is in effect for one (1) year. Subsequent years are subject to a possible increase not to exceed 5%.
5. All other terms and conditions of the original contract and/or Addenda apply.

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 _____

or Produced Identification: _____
(type of identification)

Identification No. _____

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 _____, 2008.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

Aquatic Vegetation Control, Inc.
6753 Garden Road, Suite 109 Riviera Beach, FL 33404
(800) 327-8745 Fax (561) 491-1755
www.avcaquatic.com

PROPOSAL/AGREEMENT

Submitted To: **City of Port St. Lucie**

Address: 450 SW Thornhill Drive, City, State, Zip: Port St. Lucie, Florida 34984

Phone: 772-344-4035 **Fax:** 772-871-7397

Contact: John Dunton E-mail: N/A

Job Name: PSL R.O.W. West Location: PSL, Florida

Aquatic Vegetation Control, Inc. does hereby agree to furnish all labor, equipment, herbicides, and materials unless otherwise specified for an Invasive Plant Control Program to be performed as a one-time event.

Work will consist of primarily treating Brazilian pepper along the front portion of vacant lots as specified on Liner Maintenance Program for the west section. Crew will consist of one (1) supervisor and four (4) laborers working 10 hours per day, four (4) days per week estimating a total of 41 days to complete the project. The rates are as follows; supervisor \$54.50 per hour, laborer \$20.00 per hour. Herbicide will be billed at cost

Aquatic Vegetation Control, Inc. proposes to perform the work as specified for the sum of:
Seventy six thousand seven hundred nineteen Dollars and 00 cents (\$76,719.00) as specified excluding 6.5% sales tax to be billed monthly. Invoices will be submitted on a monthly **basis until all work has been completed.**

All material is guaranteed to be as specified. All work will be completed in a skillful manner according to standard practices. Any modification from the above scope of work will be completed only upon a written work order signed by both parties, and will be at an extra charge over and above the cost specified in this agreement. This agreement is contingent upon strikes, accidents, or delays beyond our control. This agreement is subject to acceptance within 30 days and is void thereafter at the option of Aquatic Vegetation Control, Inc. Each party shall acknowledge changes for any modifications, additions, and/or deletions to this proposal/agreement.

This agreement shall be in effect for a period of one-year. This agreement may be extended for an additional year or years unless cancelled by either party in writing with 30 days notice. We reserve the right to include a CPI increase not to exceed 5% per year with proper written notice to client. Either party in writing with 30 days notice may cancel this agreement.

All herbicides used in the program are approved by the Department of Environmental Protection. Material Safety and Data Sheets are available upon request. Aquatic Vegetation Control, Inc. will assist customer in obtaining a permit from the Department of Environmental Protection, if required. Aquatic Vegetation Control, Inc. will furnish proof of liability, vehicle, worker's compensation, and pollution liability insurance upon request. Payment is due upon receipt of invoice. A late charge payment of 1.5% per month of the invoice will be assessed if payment has not been received within 30-days of the date of the invoice.

Proposal date: 6/25/08 Proposal expiration Date: 7/25/08
Commence Date:

Project Manager/Point of Contact
Salvador Medina - (863) 697-3645

Todd J. Olson Date: 6-25-2008

Authorized AVC Signatory

Client Signature

Todd J. Olson