

MEMORANDUM

DATE: May 13, 2022

TO: ****ORIGINAL****
CITY CLERK

FROM: Michelle Fentress
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT: #20040116 Amendment #12
CONTRACT TITLE: Aquatic Vegetation

VENDOR NAME: Aquatic Vegetation Control, Inc.
VENDOR ADDRESS: 1860 W 10th St.
CITY & STATE: Riviera Beach, FL. 33404

APPROVED BY COUNCIL: Not required

CONTRACT TERM: 11/01/2020 through 10/31/2022

AMENDMENT #12: This Amendment provides revisions to the contract document to include an additional four (4) acres to schedule 2. The location is Sagamore STA.

Please see the attached for (1) original for your records.

Thank you.





CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Aquatic Vegetation Control, Inc.
Solicitation No./Event ID:	20040116
Solicitation Title/Event Name:	Aquatic Vegetation
Contract Award Date:	11/01/2004
Initial Current Contract Term:	11/01/2004 through 10/31/2007
Current Contract Expiration Date:	10/31/2022
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	Per Unit Fixed Price
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	\$4,095.00 annually
New Contract Amount:	N/A
Amendment No.:	12
Amendment Type:	Increase of Commodities

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. ADDITIONAL SERVICES.** This amendment provides revisions to the contract document to include an additional four (4) acres to schedule 2. The location is Sagamore STA and the attached map identifies the location in more detail. This amendment also adds an additional two and a half (2.5) acres for the 2 ponds on the Floresta project.

Type of Area Mowing	Total Acre Serviced per Occurrence	Annual Occurrence	Price per acre Per Occurrence	Total Amount per Occurrence	Total Annual Amount
Sagamore STA	4	12	\$75.00	\$300.00	\$3,600.00
Floresta Ponds (2)	2.5	12	\$16.50	\$41.25	\$495.00
				TOTAL:	\$4,095.00

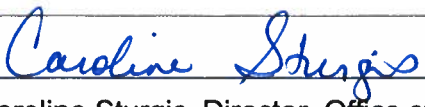
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Aquatic Vegetation Control, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Salvador Medina Vice President of Operations
Date:	July 19, 2022
Company Address:	1860 West 10th Street Riviera Beach FL, 33404

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	7/20/2022
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



Aquatic Vegetation Control, Inc.

Environmental Management

Riviera Beach, FL
Pembroke Pines, FL
Florida City, FL
Palm City, FL

Michelle Fentress
Procurement Management Department
City of Port St. Lucie
121 SW PSL Blvd., Building A, Suite 390
Port St. Lucie, Florida, 34984

May 27, 2022

RE: Sagamore Basin Sites Pricing Variation Narrative.

Michelle Fentress,

Please accept this letter as Aquatic Vegetation Control, Inc.'s (AVC) explanation for pricing variation between vegetation management application pricing for aquatic systems with a maintained turfgrass edge versus an edge planted with native bunchgrass. AVC stands by its pricing of \$16.50/acre for herbicide applications along areas where shoreline meets maintained (mowed) Bahia or St. Augustine turf grass. AVC proposes using the EWIP rate of \$75.00 per acre that was established under the Contract 20040116. This proposed rate will be for providing herbicide application services to portions of Sagamore Basin sites that have been planted with native bunchgrass adjacent to the aquatic shoreline.

This pricing variation is due entirely to the magnitude of effort involved with controlling unwanted vegetation in, around, and under planted bunchgrasses, such as Sand Cordgrass. Controlling unwanted vegetation along shorelines bordering maintained turfgrass (predominantly weed-free) is conducted relatively inexpensively using one licensed applicator broadcasting selective herbicides from a moving vehicle (boat, UTV, truck). However, controlling unwanted vegetation hiding amongst native bunchgrasses requires a more labor intensive approach to minimize non-target damage to the bunchgrass. To effectively manage the planted area free of unwanted vegetation now requires the use of one licensed supervisor and one applicators, walking the shoreline using precision backpack applications of selective herbicides. In addition, to effectively treat aquatic nuisance plants growing in the water will now potentially require a second treatment effort conducted by boat or UTV/Truck.

AVC does take pride in the positive working relationship with the City and do not take this trust for granted. The proposed price variation is based on a good faith estimate of the effort required to provide the City with a quality vegetation management program. Thank You for consideration of this proposed price variation. AVC's proposed rate is \$75.00 per acre.

Sincerely,

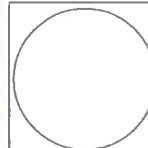
Salvador Medina

Salvador Medina



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L1 - TITLE SHEET	
L2 - LANDSCAPE PLAN STA-1	
L3 - LANDSCAPE PLAN STA-2	
L4 - DETAILS AND SPECIFICATIONS	

Date: 02/03/2020
Drawn by: AM, PA
Reviewed by: MF
Scale: 1"=30'
Revised: 02/05/2020,
02/11/2020



Preliminary Landscape Plan Option 2

SAGAMORE BASIN

Port St. Lucie, FL

Sheet
L1
Title sheet



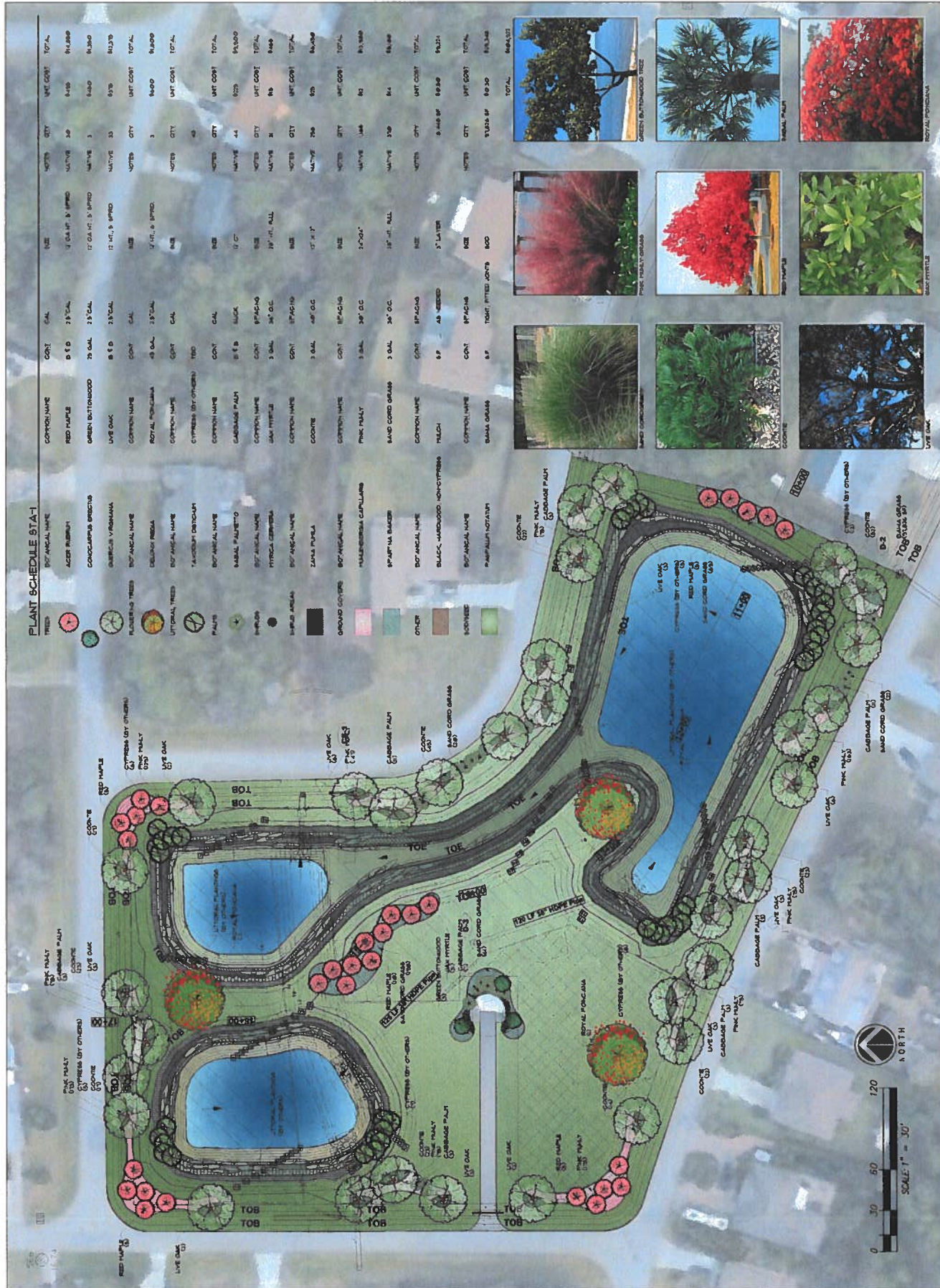
Michael Flough
LANDSCAPE ARCHITECT

FL Reg. #13301729
772.419.0074
SL, FL
10011 E. Highway 1, Suite 100
Port St. Lucie, FL 34951

305.771.8846
lancaport
www.mfla.com

Sheet
L2
Landscape p on
STA 1 WEST

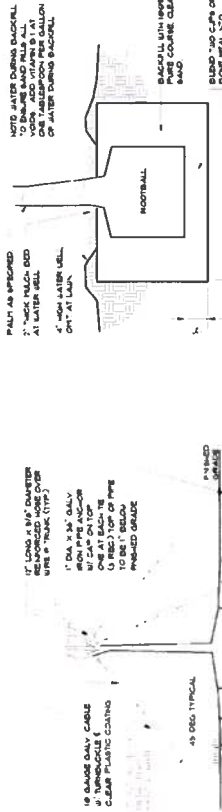
403 419 0024 305 277 4846



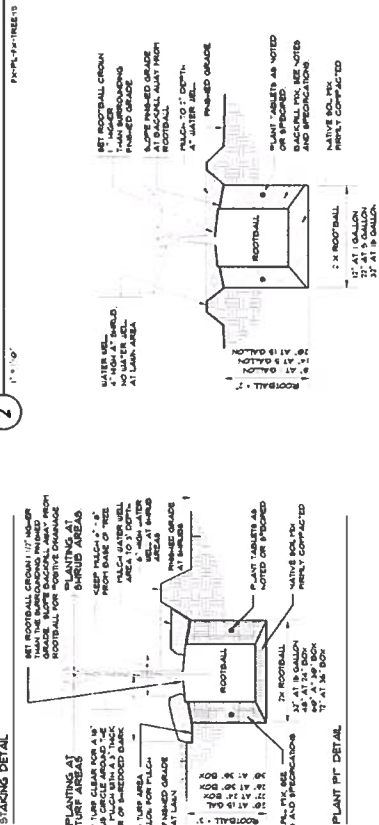


LANDSCAPE INSTALLATION NOTES:

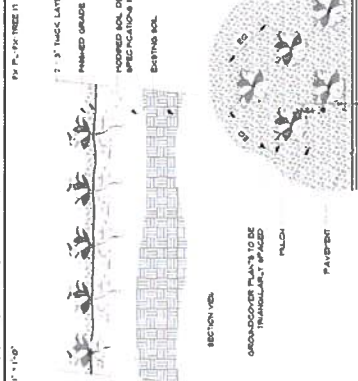
1. THE LANDSCAPE CONTRACTOR SHALL DEMONSTRATE AN ENGLISH SPEAKING, SKILLED CREW MEMBER FOR THE PROJECT WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.
2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL GIVEN SPECIFICATIONS. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL GIVEN SPECIFICATIONS. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL GIVEN SPECIFICATIONS.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO RE-USE AND RECONSTRUCT PLANT MATERIALS. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO RE-USE AND RECONSTRUCT PLANT MATERIALS. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO RE-USE AND RECONSTRUCT PLANT MATERIALS.
4. LANDSCAPE CONTRACTOR SHALL PROVIDE EVIDENCE OF WORKMANSHIP, COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
6. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA B OR BETTER QUALITY. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA B OR BETTER QUALITY.
7. LANDSCAPE CONTRACTOR SHALL PROVIDE EVIDENCE OF WORKMANSHIP, COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
8. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION WORK.
10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUITED FOR LANDSCAPE PLANTING.
11. PLANTING SOIL SHALL BE CLEAN OF ROCKS, STICKS, ROOTS AND BRUSH, AND SHALL BE WELL DRAINING.
12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED AREAS. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT PREPARE THE FINISH OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE DISCHARGE OF DRILL AND DEBRIS INTO PAVED AREAS.
13. ALL PLANTING BEGINS FIRST PRIOR TO PLANTING. IF EXISTING SOIL IS NOT SUITABLE FOR PLANTING, THE CONTRACTOR SHALL PROVIDE EVIDENCE OF WORKMANSHIP, COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
14. PLANTS SHALL NOT BE PLACED TO CLOSE TO ONE ANOTHER OR ANY LANDSCAPES. USE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH FIVE INCHES SHALL BE LIFT BETWEEN THE PLANTING AND WALLS, EDGE OF ROAD, DRIVEWAY OR BALCONY. ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE LOCATED ON THE LANDSCAPE PLAN.
15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.
16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.
17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE OF PLANTING.
18. 3" LAYER OF ORGANIC MULCH SHALL BE LAD IN ALL LANDSCAPES. MULCH NO MULCH SHALL BE LAD NEAR TREE TRUNKS. NO MULCH SHALL BE LAD ON TOP OF CITRUS TREE ROOT BALLS.
19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF BRIDGES OR OTHER CONDITIONS. ALL PLANTS SHALL BE STAKED ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PLANT OR TREE.
20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.
22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 1999 COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS. THE IRRIGATION CONTRACTOR SHALL PROVIDE EVIDENCE OF WORKMANSHIP, COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
23. ALL BOD AND BODS AREAS SHALL BE IRRIGATED ON SEPARATE ZONES. UNLESS OTHERWISE PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.
24. ALL SHRUBS AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR "HOT HEAD" TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADSIDE AND CURBS. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.
26. THE CONTRACTOR SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIGHER OWN EXPENSE.
27. THE CONTRACTOR SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUATED AS NECESSARY TO ASSURE SPECIFIED PLANTING GRADE OF FLORIDA B THROUGHOUT THE DURATION OF THE PROJECT. CONSTRUCTION OF PLANTING BEDS SHALL BE KEPT OPEN AND UNOCCUPIED. THE CONTRACTOR SHALL PROVIDE EVIDENCE OF WORKMANSHIP, COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
28. THE FINAL PAYMENT IS "LATE" UPON COMPLETION OF PROJECT AND EXECUTION OF LEND RELEASE AFFIDAVIT.
29. ALL SHRUBS AND GROUND COVERS SHALL BE GUARANTEED FOR 30 DAYS. ALL TREES AND PALMS SHALL BE GUARANTEED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



2 PALM TREE PLANTING



1 TREE GUY WIRE PLANTING



4 GROUND COVER

