MEMORANDUM

DATE: February 26, 2018

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

FROM: Sherri Hawes
            Procurement Management Department

SUBJECT: Authorization to Release Contract

            CONTRACT: #20040116 Amendment #10
            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

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

Thank you.

City of Port St. Lucie
Contract Amendment No. 10

Contract #20040116   Amendment #10   Date: *2-26-18*

Contract Title: <u>Aquatic Vegetation Control</u>

Contractor's Name: <u>Aquatic Vegetation Control, Inc. (AVC)</u>

Effective Date: <u>February 9, 2018</u>

Current Expiration Date: <u>October 31, 2019</u>

The following modifications to the Terms and Conditions are hereby incorporated and made a part of the Contract indicated above. All other terms and conditions of the original Contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by the City Council. 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.

SCOPE OF WORK

<u>Specific Duties to be Performed at the Eastern Watershed Improvement Project Sites:</u>

1. <u>Removal/maintenance of exotic species from uplands/wetlands/ native areas:</u>

- All vegetation will be cut completely from the root system and treated in place, if applicable.
- All herbicides applied must have indicator dye mixed in with chemicals to allow for monitoring and evaluation.
- Vegetation treated in place closer than fifteen (15) feet from piers, sidewalks, nature trails, or boardwalks will be removed from site to prevent any aesthetic displeasure or other issues. All other areas will be cut-in-place and treated only.
- Contractors will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater.
- Contractor must be aware the wetlands and retention ponds are stocked with a variety of fish: i.e: Catfish, Bass, Blue Gill and Carp. Extra precaution must be taken to ensure that no fish are harmed or killed during chemical application.
- Contractor will be responsible for all clean-up and repair from any type of accident occurring from chemical application at no charge to the City and provide testing to assure water quality.

2. <u>Specifications for Aquatic Maintenance</u> - Services are to be performed monthly.

Contractor shall supply all materials, equipment and labor to control the following:

- Algae and aquatic weed control.
- Shoreline grass control to the water's edge or high-water level.
- Water chemistry testing will only be done for Dissolved Oxygen if there is a fish kill.
- Contractor will be responsible for all clean up and repair from any type of accident occurring from chemical application at no charge to the City and provide testing to assure water quality, which includes the replacement of existing native vegetation that is damaged during the course of the maintenance operation.

3. Floating plants shall be controlled at levels below deleterious impact to the emergent plants. Floating plants will be maintained below a level of five (5) percent infestation in any Stormwater Treatment Area (STA).
Five (5) percent is determined by the entire aquatic boundary line where it intercepts with the terrestrial toe of the tract.

4. Off target damage shall be minimized when controlling weeds in the STAs. Loss of desirable vegetation due to herbicide damage greater than five (5) percent in any STA will be considered unacceptable. The desirable vegetation will be replaced in a manner that eighty (80) percent coverage will be achieved within in one (1) growing season.

5. Required equipment shall be backpacks, utility vehicles, skiffs and airboats.

6. Proper treatment of all emerged, floating and submerged treatments as it deems necessary to manage invasive vegetation up to ninety-five (95) percent control. The cost is to be included in the price per acre submitted on the Bid Reply.

7. The Contractor shall advise the City of any new technologies based upon current research including, but not limited to, nutrient management.

8. No equipment, regardless of width, shall be left on the roadway right-of-way overnight or parked in the median without written approval from the City.

Site #	EWIP Site Name	Unit of Measure	Lake/STA Area	Lake Bank to PL
1	Patio Circle STA	AC	2.47	1.57
2	Mary Terrace STA	AC	2.00	1.27
3	Leithgow Street STA	AC	3.73	1.07
4	Cane Slough STA	AC	10.25	5.70
5	Lennard Square STA	AC	8.24	13.26
6	Lennard Square Wetland	AC	0	10.47
7	Loutus STA / US #1 Outfall Channel	AC	9.53	3.83
8	Loutus to Calais Street PS Channel (DROW)	AC	0.70	2.82
9	Howard Creek STA (to Weir)	AC	11.78	6.74
10	Howard Creek (Weir to Westmoreland)	AC	0.57	7.19
11	Burr Street STA	AC	4.22	1.42
	Acreage per area		53.49	55.34
	Total acreage			108.83
	Unit price per acre			$75.00
	Total Monthly			$8,162.25
	Total Annual Amount			$97,947.00

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IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA   AQUATIC VEGETATION CONTROL, INC.

By: _Cheryl Shanaberger_   By: _Todd Olson_
     City Purchasing Agent   Authorized Agent of:
                                             Aquatic Vegetation Control, Inc.

State of: _Florida_   County of: _Palm Beach_

Before me personally appeared: _Todd J. Olson_   )
                                 (please print)

Please check one:

          Personally known ____✓____

          Produced Identification: _____
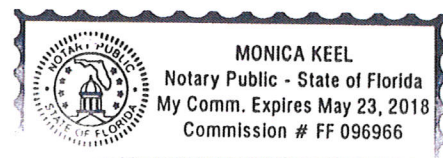   (type of identification)

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

WITNESS my hand and official seal, this _23rd_ day of _February_ , 20 _18_.

Monica Keel
Notary Signature

Notary Public: State of _Florida_ at Large.

My Commission Expires: _5/23/2018_

MONICA KEEL
Notary Public - State of Florida
My Comm. Expires May 23, 2018
Commission # FF 096966

(seal)