

WORK ORDER NUMBER 5
**OSPREY ACRES FLOWAY AND NATURE PRESERVE NINE-MONTH PLANT
MAINTENANCE, EXOTIC CONTROL, AND PLANT REPLACEMENT**

This Work Order Number 5 is entered into as of this ____ day of _____, 2020, pursuant to that certain Continuing Contract Agreement for Environmental and Biological Support Services entered into as of October 10, 2017 (“Agreement”), by and between Indian River County, a political subdivision of the State of Florida (“COUNTY”) and G.K. Environmental, Inc. (“CONSULTANT”).

The COUNTY has selected the CONSULTANT to perform the professional services set forth on Attachment 1, attached to this Work Order and made part hereof by this reference. The CONSULTANT will perform the professional services for the fee schedule set forth in Attachment 2, attached to this Work Order and made a part hereof by this reference. The CONSULTANT will perform the professional services within the timeframe set forth in Attachment 3, attached to this Work Order and made a part hereof by this reference, all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement are incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONSULTANT
G.K. ENVIRONMENTAL, INC.

By: _____

Title: _____

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Susan Adams, Chairman

Attest: Jeffrey R. Smith, Clerk of Court and
Comptroller

By _____
Deputy Clerk

Approved:

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

William K. Debraal, Deputy County Attorney

ATTACHMENT 1 to WORK ORDER NUMBER 5
**OSPREY ACRES FLOWAY AND NATURE PRESERVE NINE-MONTH
PLANT MAINTENANCE, EXOTIC CONTROL, AND PLANT
REPLACEMENT**

SCOPE OF WORK

The COUNTY has requested that the CONSULTANT provide landscaping maintenance and exotic elimination services in the developed portion of Osprey Acres Floway and Nature Preserve, not including the Shallow Marsh 2 Area. The Scope of Work and costs are presented in Exhibit A, included herein.

END OF ATTACHMENT 1

ATTACHMENT 2 to WORK ORDER NUMBER 5
**OSPREY ACRES FLOWAY AND NATURE PRESERVE NINE-MONTH
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1. COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, a monthly fee of **\$2,850/month**, which equals **\$25,650.00** for the nine-month contract period for services rendered according to Attachment 1 of this Work Order and as summarized on Exhibit A, included herein. Additional services shall be performed at the hourly rates as set forth in the Agreement.

2. PARTIAL PAYMENTS

The COUNTY shall make monthly partial payments to the CONSULTANT for all authorized work pertaining directly to this project performed during the previous calendar month. The CONSULTANT shall submit invoices monthly for services performed and expenses incurred pursuant to this Agreement during the prior month.

The CONSULTANT shall submit duly certified invoices in duplicate to the Director of the Public Works Department. For lump sum line items, the amount submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed as certified by the CONSULTANT, to the total due for this phase of the work. For time and material line items, the amount submitted shall be based on the actual hours worked and expenses incurred for the billing period.

The amount of the partial payment due the CONSULTANT for the work performed to date under these phases shall be an amount calculated in accordance with the previous paragraph and less previous payments. Per F.S. 218.74(2), the COUNTY will pay approved invoices on or before the forty-fifth day after the COUNTY receives the CONSULTANT's invoice.

END OF ATTACHMENT 2

ATTACHMENT 3 to WORK ORDER NUMBER 5
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1. TIME FOR COMPLETION

Unless otherwise extended in writing by modification of this Work Order, the duration of this Work Order shall be nine-months from the Notice-to-Proceed date issued by the COUNTY.

END OF ATTACHMENT 3