

EXHIBIT A

G. K. ENVIRONMENTAL, INC.

Environmental Consulting
GEORGE R. KULCZYCKI, CEC, CES, CEI
155 McKee Lane
Vero Beach, FL 32960
Phone 772-567-9129
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Mr. Keith McCully, P.E.
Stormwater Engineer
Indian River County
1801 27th Street
Vero Beach, Florida 32960-3388

February 4, 2020

RE: **GKE Professional Service Agreement for:
Osprey Acres / Flow Way
9-Month Maintenance of Invasive Species & Plant Replacement**

Dear Keith,

This letter is in response to the requested proposal for the above referenced project in Indian River County, Florida, for environmental services. **G. K. Environmental, Inc. (GKE)** will be pleased to provide this scope of service under this contract, which is outlined below:

TASK I

1.0 Onsite Maintenance / 9-Month Warranty for Invasive, Exotic Plant Control, and Plant Replacement

- 1.1** GKE will provide all supervision, labor, herbicide, equipment, materials, and incidentals necessary for the maintenance treatment.
- 1.2** Site will be visited every two weeks with treatments as necessary to control undesirable growth.
- 1.3** All Florida Exotic Pest Plant Council (FLEPPC) listed exotic nuisance species will be cut and/or treated in place with EPA-certified herbicides to preserve the desirable native vegetation. No Roundup will be used.
- 1.4** Native vegetation will be left for the benefit of wildlife, unless otherwise requested.
- 1.5** A comprehensive management report will be submitted detailing work performed upon completion of each service visit.

- 1.6** a) The maintenance and warranty period for all landscaping shall run consecutive and the duration is nine months, beginning on date of final acceptance of the Project by the Indian River County Commission or the acceptance by the County of this Work Order, whichever occurs last. During the nine month maintenance and warranty period, operate and maintain the temporary irrigation facilities, maintain the plantings and guarantee that 85% of the planted individuals become established and show signs of normal growth, based upon standard growth parameters such as height, base diameter or canopy circumference. GKE shall also guarantee 90% cover by appropriate wetland herbaceous species.
- b) Replace all plantings not meeting the above warranty period. All replacement plantings shall be Florida #1 specimens and they shall be installed and maintained as recommended by the supplier nursery and specified herein. Coordinate planting with County personnel. Replacements shall be at no cost to the County.
- c) Perform maintenance as necessary to ensure plant survivability. Take special care not to disturb birds, nests or other wildlife.
- d) Fertilize all plantings as necessary to ensure proper growth throughout the maintenance and warranty period and provide all other care necessary for their survival at no additional cost.

GKE agrees to perform the vegetation management services stated above as follows:

\$1,425.00 per visit / \$2,850.00 monthly (2 site visits per month)

CONDITIONS:

- 1) GKE shall not be responsible for acts beyond its reasonable control, including adverse soil and/or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft, or third party actions.
- 2) Invoices submitted for work completed shall be paid within 45 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.00% will be computed on all past due balances.
- 3) Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
- 4) This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This agreement automatically renews

upon anniversary of execution date, unless notice is given by either party, with at least 30 days written notice.

5) GKE will maintain insurance coverage, which includes but is not limited to: General Liability, Property Damage, Automobile Liability, and Workman's Compensation, at its own expense.

6) No alterations, oral or written, of the terms contained above shall be valid unless made in writing and wholly accepted by authorized representatives of GKE.

GKE FEES / COMPENSATION

Invoices will be submitted following work completed.. **GKE** hourly rates (2020/2021) are \$150.00 / hour for Principal Ecologist and \$45.00 / hour for administrative / staff assistance, and if needed \$85.00 / hour for CAD operator and \$75.00 / hour for field biologist / chemist / field assistant, and \$55.00 per hour for field assistant.

If additional related work beyond the above scope is required, an additional proposal will be provided.

Your endorsement below will serve as agreement by client to compensate **G. K. Environmental, Inc.** for services rendered in connection with this agreement within thirty (30) days of date of invoice(s).

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____ 2020.

**OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

G.K. Environmental, Inc.

(Signature)

Susan Adams, Chairman

(Signature)

George R. Kulczycki, President
(Printed name and title)

Approved by BCC _____

Witnessed by:

**ATTEST:
Jeffrey R. Smith, Clerk of Circuit Court**

Deputy Clerk

(Printed name)

Approved as to Form and Legal
Sufficiency:

Dylan Reingold, Sr., County Attorney

(Printed name)

Jason Brown, County Administrator