

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

November 3, 2020

RE: **GKE Professional Service Agreement for:
Osprey Acres –
Flow Way (Task I-A)
Shallow Marsh (Task I-B)
11-Month Maintenance (2x's per month) of Invasive Species within
the Flow Way and the Shallow Marsh Area (November 15, 2020 –
September 31, 2021)**

Dear Keith,

This letter is in response to the requested proposal for the above referenced project in Indian River County, Florida, for environmental services as generally required for Industry Standards and/or State and Federal Environmental Resource / Individual Permits and Compliance. **G. K. Environmental, Inc. (GKE)** will be pleased to provide this scope of service under this contract, which is outlined below:

Flow Way - TASK I-A

- 1.0 GKE to provide: Onsite Maintenance / 11 Months (22 treatments) for Invasive, Exotic Plant Control (November 2020-September 31, 2021)**
 - 1.1** GKE will coordinate labor, herbicide, equipment, materials, and incidentals necessary for the maintenance treatment.
 - 1.2** Site will be visited twice each month with treatments as necessary to control undesirable growth within the flow way, 3 trails, and inside fence line.

- 1.3 All Florida Exotic Pest Plant Council (FLEPPC) listed exotic nuisance native species will be cut and/or treated in place with EPA-certified herbicides to preserve the desirable native vegetation.
- 1.4 Native vegetation will be left for the benefit of wildlife, unless otherwise requested.
- 1.5 A management report will be submitted detailing work performed upon completion of each service visit.
- 1.6 Perform maintenance as necessary to ensure plant survivability. Take special care not to disturb birds, nests or other wildlife.

GKE agrees to perform (same as previous contract) the vegetation management services stated above as follows:

**\$1,500.00 per visit, twice monthly / \$3,000.00 per month for 11 months
Total Cost: \$33,000.00 for 22 visits. This includes a 10 percent subcontractor markup per GKE's continuing services contract (\$3,300.00).**

NOTE: No increase from last year.

Shallow Marsh - TASK I-B

1.0 GKE to provide: Bi-monthly maintenance of Shallow Marsh site.

- 1.1 Bi-monthly maintenance – 2 visits per month for 11 months / 22 visits (November 2020–September 2021) with boat, spray Gator, backpacks, equipment, chemicals, and crew.

**\$3,500.00 per month (\$1,750.00 per visit / 2 visits per month / 22 visits) for 11 months
Total Cost: \$38,500.00*. This includes a 10 percent subcontractor markup per GKE's continuing services contract (\$3,850.00).**

*Price remains the same as last year except for doubling the visits to 2 times per month vs. 1 time per month.

OSPREY ACRES - 30± Acres of Maintenance

TOTAL for TASK 1-A and TASK 1-B = \$ 6,500.00 / month

TOTAL for TASK 1-A and TASK 1-B = \$71,500.00 / year

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 30 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 and subcontractor 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. Invoices are payable within 45 days of date of invoice(s). Any additional work outside the above scope will be invoiced per **GKE** hourly rates as approved by IRC continuing contract or agreed upon lump sum. **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)

(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