

Aquatic Systems, Inc.

Lake & Wetland Management Services
Everything a Lake Should Be
2100 NW 33rd Street, Pompano Beach, FL 33069
Telephone: 1-800-432-4302
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Martin Murphy
Glades County Business Park
c/o Glades County Board of County Commissioners
PO Box 10
Moore Haven, Florida 33471
(863) 946-6125
mmurphy@myglades.com

Attachment "A" Special Services - Wetland and Planting Agreement

Sites: 1, #2, #3, Wetlands (8.84 Acres)

Month Service is to Commence: June, 2019

Date of Proposal: May 2, 2019 LNP-I-50

We are pleased to quote special pricing as follows:

Special Services - Wetland Maintenance

Services: Two Treatments (approximately 30 days apart).
Spot spraying as required by ASI to maintain compliance with governing agencies for the management of all nuisance & exotic species. No Disposal/No Removal.

Special Services - Planting

Quantity	Description	Plant Size
1,556	Golden Canna (<i>Canna flaccida</i>)	Bareroot
7,224	Sand Cordgrass (<i>Spartina bakeri</i>)	1 Gallon
889	Fakahatchee Grass (<i>Tripsacum dactyloides</i>)	1 Gallon
1,556	Maidencane (<i>Panicum hemtomon</i>)	Bareroot
1,556	Sawgrass (<i>Cladium jamaicense</i>)	2 Inch Liner

Note: All plants except Sand Cordgrass will be installed 4 feet on center. Sand Cordgrass will be installed 5 feet on center.

Total (Sites #1, #2 & #3, Wetlands) First Treatment	\$3,300.00
Total (Sites #1, #2 & #3, Wetlands) Second Treatment	\$1,300.00
Total (Sites #1, #2 & #3, Wetlands) Planting	\$37,795.00
Total	\$42,395.00
Less -50% Deposit Due with Contract	\$21,197.50
Balance Due Upon Planting	\$21,197.50

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Special Services Agreement

1. If CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.

2. ASI will be reimbursed by the CUSTOMER for administrative fees, compliance programs, invoicing or payment plans or similar expenses caused by requirements placed on ASI by the CUSTOMER that are not explicitly included in this contract's specifications.
3. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
4. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
5. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
6. ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
7. Payment terms are net 30 days from invoice date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
8. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve-month periods, unless notice of non-renewal has been received by either party, in writing, at least thirty (30) days prior to the anniversary date. ASI may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date.
9. If at any time during the term of this Agreement, CUSTOMER feels ASI is not performing in a satisfactory manner, CUSTOMER shall inform ASI, by certified mail, return-receipt requested, stating the reasons for CUSTOMER'S dissatisfaction. ASI shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel ASI performance is unsatisfactory, CUSTOMER may cancel this Agreement by giving 30 days notice ("Second Notice") to ASI and paying all monies owing to the effective date of termination.
10. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both ASI and the CUSTOMER.

Customer or Authorized Agent Signature

Print Name and Title of Signer

Aquatic Systems, Inc. Signature

Date

Print Company Name of Signer

Date

SFWMD Revised Project Work Schedule

Application Nos. 131001-1 & 050204-30

Project: Glades County Business Park/Detention Facility

<u>Activity</u>	<u>Due Date</u>
Exotic/nuisance vegetation maintenance (one time mechanical mowing event)	15-Jun-19
Exotic/nuisance vegetation maintenance (herbicide/hand removal)	30-Jun-19
Install supplemental plantings - No.1	1-Aug-19
Quarterly exotic/nuisance vegetation maintenance event (herbicide/hand removal)	1-Sep-19
Submit 6th annual monitoring report	15-Nov-19
Quarterly exotic/nuisance vegetation maintenance (herbicide/hand removal)	1-Dec-19
Quarterly exotic/nuisance vegetation maintenance (herbicide/hand removal)	1-Mar-20
Assess compliance status - 80% coverage by desirable species	1-Mar-20
Quarterly exotic/nuisance vegetation maintenance (herbicide/hand removal)	1-Jun-20
Install supplemental plantings - No. 2 (only if desirable coverage <80%)	1-Jun-20
Quarterly exotic/nuisance vegetation maintenance (herbicide/hand removal)	1-Sep-20
Submit 7th annual monitoring report	15-Nov-20
Quarterly exotic/nuisance vegetation maintenance (herbicide/hand removal)	1-Dec-20
SFWMD site inspection to assess release of monitoring	1-Feb-21