

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/07/2022

Contract/Lease Control #: C22-3150-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: BRIGHTVIEW LANDSCAPE SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2022

Expiration Date: 12/31/2024 W/2 1 YR RENEWALS

Description of: LANDSCAPE SERVICES FOR BLUEWATER BAY MSBU

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 44142
Procurement/Contractor/Lessee Name: Bohnew Grant Funded: YES ___ NO X
Purpose: MSBL Landscaping contract
Date/Term: 9-30-24 w/ 2 hr renewal 1. GREATER THAN \$100,000
Department #: 1695 2. GREATER THAN \$50,000
Account #: 534607 3. \$50,000 OR LESS
Amount: 629,290.50
Department: PW Dept. Monitor Name: July

Purchasing Review
Procurement or Contract/Lease requirements are met:
Wahler Date: 9-28-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: no federal bid Grant Name: _____
Date: _____
Grants Coordinator

Risk Management Review
Approved as written: see email attached Date: 10-8-21
Risk Manager or designee Lisa Price

County Attorney Review
Approved as written: see email attached Date: 10-21-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

C22-3150-PW

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, October 22, 2021 2:12 PM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: Brightview Landscape Contract.
Attachments: Brightview Contract 10.22.21.docx

DeRita,

The indemnification provision is already limited to their negligent acts, so I did not make any further changes. I did amend the termination provisions as requested. With these changes, this is approved as to legal sufficiency.

Thanks,
Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, October 5, 2021 8:26:13 AM
To: Lynn Hoshihara
Cc: Kerry Parsons; Lisa Price
Subject: Brightview Landscape Contract.

Kerry or Lynn,
Please review the attached, below is some changes that the vendor would like to make. Are these acceptable? If so, where would I add them.
Thank you,

Good morning,

I have copied the requested two changes to be made in the contract. Please let me know if you have any questions.

- 1. Modified language so BV is only liable to client for third party claims resulting from BV's negligence and client is liable for their own negligence. deleted all references to BV's obligation to "defend" all claims so BV is only liable to defend actual third party claims resulting from BV's negligence during the performance of services.**
- 2. Added BV's right to suspend or terminate services for non-payment. Also modified termination for convenience so (i) it is mutual and allows BV to terminate for convenience and (ii) it requires 90 days written notice from the terminating party**

DeRita Mason

From: Karen Donaldson
Sent: Friday, October 8, 2021 2:27 PM
To: DeRita Mason
Cc: Lisa Price
Subject: RE: *MSBU*

DeRita

The MSBU agreement is approved for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207 / 850.585.8915 Cell
KDonaldson@myokaloosa.com



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Friday, October 8, 2021 10:16 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: GAC Contract ITB PW 31-21

I just have these two.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Natalie Henriksen	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: RTCertificates@Marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Twin City Fire Insurance Company		29459
INSURER B : American Guarantee and Liability Ins Co		26247
INSURER c : Hartford Fire Insurance Company		19682
INSURER d : Property & Casualty Ins Co of Hartford		34690
INSURER E :		
INSURER F :		


INSURED RESTATECHN Restaurant Technologies, Inc.
2250 Pilot Knob Road, Suite 100
Mendota Heights MN 55120

COVERAGES **CERTIFICATE NUMBER:** 789355496 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			41ECSS18109	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ EXCLUDED
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							Self Insd Retention	\$ 100,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			41CSES18112	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			AUC107156504	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			41WNS18107 41WBRS18108	10/1/2021 10/1/2021	10/1/2022 10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation policy (41WNS18107) includes Employers Liability coverage for the states of Ohio, North Dakota, Washington, and Wyoming. Loews Miami Beach Hotel Operating Company, Inc., Miami Beach Redevelopment Agency, MB Redevelopment, Inc., City of Miami Beach and their respective parents, subsidiaries and affiliates are included as Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage. A Waiver of Subrogation applies on General Liability in favor of the same as required by written contract or agreement, and for Workers Compensation with respect to work performed by the named insured for specifically referenced jobs or as required by written contract or agreement.

CERTIFICATE HOLDER Okaloosa County BOCC 5479A Old Bethel Rd. Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
BRIGHTVIEW LANDSCAPE SERVICES, INC.

Filing Information

Document Number	K51636
FEI/EIN Number	95-4194223
Date Filed	12/15/1988
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/21/2021
Event Effective Date	NONE

Principal Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Mailing Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 06/22/2016

Address Changed: 06/22/2016

Officer/Director Detail

Name & Address

Title Director

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title CEO

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title President

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Secretary

Kuehn, Tomas
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title VP

Gonzalez, Charles
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title VP

Anderson, John
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Secretary

Gottsegen, Jonathan
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Treasurer

Tyler, Robert

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title General Manager

Zepeda, Jose
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title VP

Zepeda, Jose
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Treasurer

Wilkinson, Timothy
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Secretary

DeSantis, Susan
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Treasurer

Knaus, Katriona
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Director

Masterman, Andrew
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title D

DIAZ, GEORGE
6941 SW 196TH AVENUE., SUITE 29
FORT LAUDERDALE, FL 33332

Title D

COLGAN, SCOTT
6941 SW 196TH AVENUE., SUITE 29
FORT LAUDERDALE, FL 33332

Annual Reports

Report Year	Filed Date
2019	03/25/2019
2020	05/22/2020
2021	04/06/2021

Document Images

<u>06/21/2021 -- Amendment</u>	View image in PDF format
<u>04/06/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/22/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/09/2019 -- Amendment</u>	View image in PDF format
<u>03/25/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/04/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/24/2017 -- Amendment</u>	View image in PDF format
<u>02/14/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/22/2016 -- Reg. Agent Change</u>	View image in PDF format
<u>04/29/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2016 -- Amendment and Name Change</u>	View image in PDF format
<u>09/29/2015 -- Amendment</u>	View image in PDF format
<u>04/23/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/16/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/30/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/14/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/24/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/07/2002 -- Name Change</u>	View image in PDF format
<u>02/26/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/03/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/13/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/12/1997 -- ANNUAL REPORT</u>	View image in PDF format

[02/27/1996 -- ANNUAL REPORT](#)

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[03/02/1995 -- ANNUAL REPORT](#)

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**AGREEMENT BETWEEN BLUEWATER BAY MSBU
AND BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 4th, day of January, 20 22, by and between Bluewater Bay MSBU, a political subdivision of the state of Florida, (hereinafter referred to as the “Bluewater Bay MSBU”), with a mailing address of 4400 E. Hwy 20, Suite 311, Niceville, FL 32578, and BrightView Landscape Services, Inc., with a mailing address of 9986 State Hwy 20 West, Freeport, FL 32439, a Florida Corporation authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 94-4194223.

RECITALS

WHEREAS, the Bluewater Bay MSBU is in need of a contractor to provide Landscape Services(“Services”); and

WHEREAS, pursuant to the Okaloosa Bluewater Bay MSBU Purchasing Manual, the Bluewater Bay MSBU issued an Invitation to Bid to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the Bluewater Bay MSBU wishes to enter into this Agreement with Contractor to provide the Services to the Bluewater Bay MSBU for an amount of six hundred twenty-nine thousand, two hundred-ninety and fifty cents (\$629,290.50), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement 2021-01 and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification.

2. Services. Contractor agrees to perform the following services, landscape services. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the Bluewater Bay MSBU. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being



performed in accordance with the Bluewater Bay MSBU's needs and pursuant to the terms of this Agreement and shall report to the Bluewater Bay MSBU accordingly. Contractor agrees to immediately inform the Bluewater Bay MSBU via telephone and in writing of any problems that could cause damage to the Bluewater Bay MSBU. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

Any work that falls outside the Scope of Services must be separately procured by the Bluewater Bay MSBU in compliance with the County's Purchasing Manual. Should the Contractor perform work not covered within the Scope of Services without going through the proper process, Contractor shall not get paid for such unauthorized work.

3. Term and Renewal. The term of this Agreement shall begin on January 1, 2022, and shall continue until December 31, 2024, subject to the Bluewater Bay MSBU's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year terms.

4. Compensation. The Contractor agrees to provide the Services to the Bluewater Bay MSBU, including materials and labor, in a total amount of six hundred twenty-nine thousand, two hundred-ninety and fifty cents (\$629,290.50).

- a. Contractor shall submit an invoice to Bluewater Bay MSBU monthly. Bluewater Bay MSBU then shall submit the invoice to the County for approval and payment. Invoices will not be paid unless they follow the contract and all items should be itemized on the invoice. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the Bluewater Bay MSBU with any additional documentation requested to process the invoices.
- b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating Bluewater Bay MSBU Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the Bluewater Bay MSBU after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The Bluewater Bay MSBU's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Bluewater Bay MSBU Commission.



Contractor shall make no other charges to the Bluewater Bay MSBU for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the Bluewater Bay MSBU. If the Bluewater Bay MSBU disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the Bluewater Bay MSBU's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the Bluewater Bay MSBU only. Any other use by Contractor or other parties shall be approved in writing by the Bluewater Bay MSBU. If requested, Contractor shall deliver the documents to the Bluewater Bay MSBU within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the Bluewater Bay MSBU and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the Bluewater Bay MSBU shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the Bluewater Bay MSBU shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the Bluewater Bay MSBU may terminate this Agreement, and the Bluewater Bay MSBU shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, Bluewater Bay MSBU shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the Bluewater Bay MSBU and the Bluewater Bay MSBU shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.



- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the Bluewater Bay MSBU for damages sustained by it by virtue of a breach of the Agreement by Contractor and the Bluewater Bay MSBU may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the Bluewater Bay MSBU from the Contractor is determined.
- b. Termination for Convenience. Either party may, for its convenience and without cause terminate the Agreement upon giving ninety (90) days written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The Bluewater Bay MSBU also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- e. Termination for Nonpayment. Contractor may terminate this Agreement for nonpayment upon thirty (30) days written notice to the Bluewater Bay MSBU.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa Bluewater Bay MSBU, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the Bluewater Bay MSBU to file a lawsuit to enforce any term or provision under this Agreement, then the Bluewater Bay MSBU shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BLUEWATER BAY MSBU HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the Bluewater Bay MSBU pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:



- a. Keep and maintain public records required by the Bluewater Bay MSBU to perform the service.
- b. Upon request from the Bluewater Bay MSBU's custodian of public records, provide the Bluewater Bay MSBU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Bluewater Bay MSBU.
- d. Upon completion of the contract, transfer, at no cost, to the Bluewater Bay MSBU all public records in possession of the contractor or keep and maintain public records required by the Bluewater Bay MSBU to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The Bluewater Bay MSBU and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid,



return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the Bluewater Bay MSBU:	Laura Lansberger 4400 E. Hwy 20 Suite 311 Niceville, FL 32578 manager@bam.gcccoxmail.com 850-279-6050	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Danny Willcox 9986 State Hwy 20 W Freeport, FL 32439	With a copy to: Okaloosa County Purchasing Dept. 5479A Old Bethel Rd. Crestview, FL 32536 850-689-5960 dmason@myokaloosa.com

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the Bluewater Bay MSBU. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the Bluewater Bay MSBU.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to Bluewater Bay MSBU without the prior written approval of the Bluewater Bay MSBU's Representative. The Bluewater Bay MSBU reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The Bluewater Bay MSBU's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the Bluewater Bay MSBU prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:



a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Bluewater Bay MSBU or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Bluewater Bay MSBU or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Bluewater Bay MSBU will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Bluewater Bay MSBU may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor



becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Bluewater Bay MSBU to enter into any litigation to protect the interests of the Bluewater Bay MSBU. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, Bluewater Bay MSBU, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, Bluewater Bay MSBU, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the Bluewater Bay MSBU as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the Bluewater Bay MSBU's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Bluewater Bay MSBU from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The



Contractor's duty to defend, hold harmless and indemnify the Bluewater Bay MSBU its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions **by the Contractor** related to Services in the performance of this Agreement including **any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.** The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the Bluewater Bay MSBU to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the Bluewater Bay MSBU thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the Bluewater Bay MSBU in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify Bluewater Bay MSBU from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The Bluewater Bay MSBU is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Bluewater Bay MSBU, nor is the Contractor authorized to use the Bluewater Bay MSBU's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the Bluewater Bay MSBU's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the Bluewater Bay MSBU's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The Bluewater Bay MSBU shall provide notice, in writing, to the Contractor of the



Bluewater Bay MSBU's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the Bluewater Bay MSBU's determination of false certification was made in error, then the Bluewater Bay MSBU shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the Bluewater Bay MSBU that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

BRIGHTVIEW LANDSCAPE:

Steven K Brackin
Signature

TITLE: Vice President and General Manager

Steven K. Brackin
Print Name

BLUEWATER BAY MSBU:

Deborah Stretch
Signature

TITLE: Landscape Chairperson

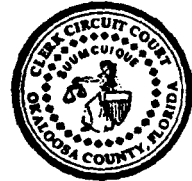
Deborah Stretch
Print Name

OKALOOSA COUNTY:

ATTEST:

Mel Ponder
Signature

J.D. Peacock, II
J.D. Peacock, II, Clerk



Mel Ponder, Chairman



Attachment "A"
Contractor's Response

A black and white photograph of a garden. In the foreground, there is a dense bed of dark-leaved plants with several upright stems bearing clusters of small, light-colored flowers. Behind this bed is a white fence. In the background, there are palm trees and other foliage. The sky is dark. The text 'BLUEWATER BAY MSBU AND BRIGHTVIEW' is overlaid in large, white, bold, sans-serif capital letters across the top half of the image.

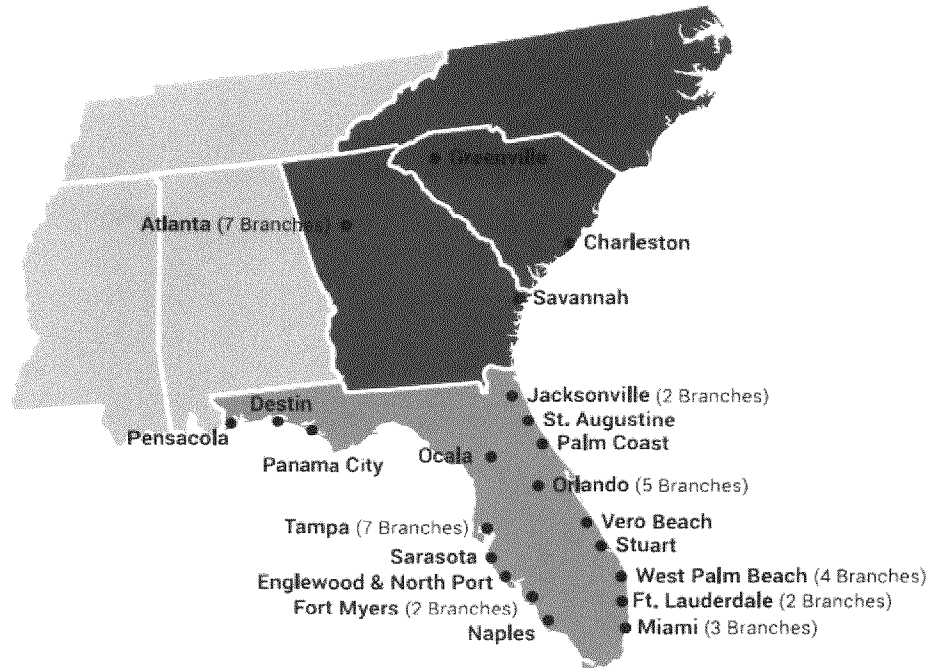
BLUEWATER BAY MSBU AND BRIGHTVIEW

BrightView

OUR COMPANY | YOUR COMMUNITY

BLUEWATER BAY - MSBU

BrightView brings together 70 years of combined experience and client-focused service. We united under the shared belief that taking care of our teams and clients should always be at the heart of what we do. Today, we carry that commitment forward, forging a new era of landscape services. True to our name, BrightView represents our optimism for the future- offering new opportunities for our clients and team members to succeed.



Training Your Team to Exceed Your Expectations

We understand that well trained and tenured team members provide outstanding quality and customer service. Every gardener on your team is required to complete our certification program, which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

A Safe Community and Workplace is Our Priority

The safety and well-being of Bluewater Bay, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

Preserving a safe environment

- Criminal background checks
- E-Verification
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- BrightView logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- Required use of cones to demark safety zone

Crew Safety

- Monthly Rodeo Trainings
- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls

BRIGHTVIEW YOUR E-VERIFIED EMPLOYER

- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.
- The organization’s participation in E-Verify improves our ability to ensure the individuals we hire and are working on our client’s sites are authorized to work in the United States.
- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.

E-Verify



Employment Eligibility Form (I-9)

U.S. Citizenship and Immigration Services

Form I-9

Instructions

Section 1. Employee information and identification documents must always be completed (I-9 Form I-9-100)

Section 2. Employer information and identification documents must always be completed (I-9 Form I-9-200)

Section 3. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-300)

Section 4. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-400)

Section 5. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-500)

Section 6. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-600)

Section 7. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-700)

Section 8. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-800)

Section 9. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-900)

Section 10. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1000)

Section 11. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1100)

Section 12. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1200)

Section 13. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1300)

Section 14. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1400)

Section 15. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1500)

Section 16. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1600)

Section 17. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1700)

Section 18. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1800)

Section 19. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-1900)

Section 20. Signature and date of preparer, employer, or authorized agent (I-9 Form I-9-2000)

BLUEWATER BAY MSBU & OUR SERVICES

BrightView 

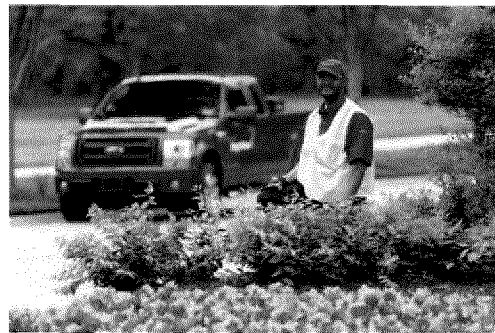
OUR COMPANY | PROFESSIONAL RESOURCE BLUEWATER BAY - MSBU

BrightView has the professional resources, local expertise, and a long history of creating beautiful landscapes along the Emerald Coast that makes us a great partner. BrightView fully understands your expectations for first-class service and will deliver the level of performance you demand.

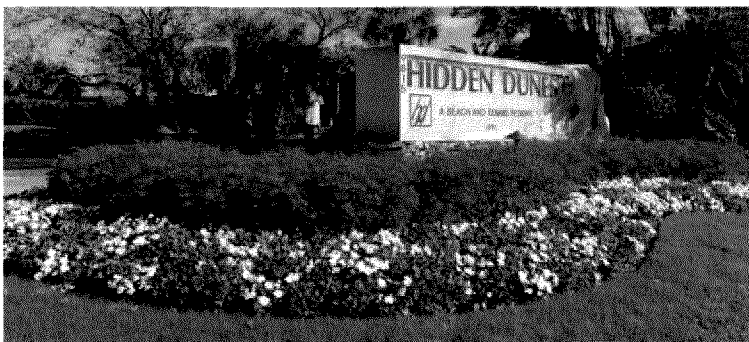
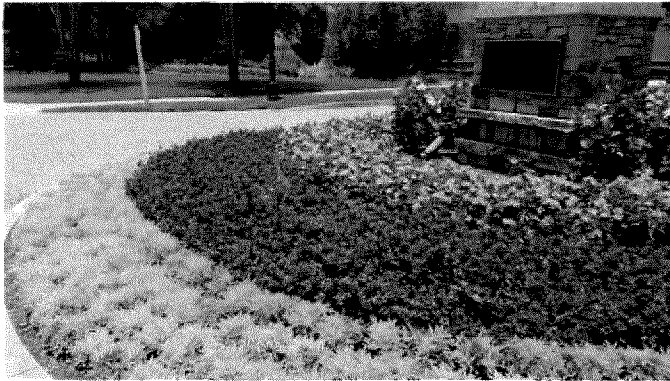
Our partnership will guarantee the stability of your maintenance operations as well as offer innovative recommendations for landscape improvements.

Our competitive advantages include:

- Deep experience in Resort maintenance throughout the country
- Proven success in seamlessly transitioning complex properties and executing flawlessly
- A comprehensive customer satisfaction program where your feedback is collected via a third-party company
- The best horticulture, agronomics, tree care, water management and irrigation talent in the industry
- Proprietary systems and processes designed to maximize performance and communication
- A collaborative relationship with Sandestin Investments, LLC. so we are closely partnering and developing long-term, cost-effective strategies
- Unmatched sustainability expertise and environmentally-friendly horticultural best practices that support Florida initiatives



OUR COMPANY | ENVISION THE POSSIBILITIES
BLUEWATER BAY - MSBU



OUR SERVICES | YOUR COMMUNITY

BLUEWATER BAY - MSBU

BrightView takes pride in providing the highest-quality landscape and snow services with a worry-free, dependable service commitment. As the nation's leading landscape services company, we consistently bring excellent landscapes to life at thousands of clients' properties, fostering collaborative relationships to drive clients' success.

A full service landscape company, BrightView can *mobilize quickly* to respond to special requests that may fall outside of the scope of landscape maintenance. In addition to landscape maintenance, our expertise extends to:

At every stage of your property's lifecycle, BrightView is here to take care of your landscape.



Design	Develop	Maintain	Enhance
Landscape Architecture & Planning	Planting	Landscape	Enhancements
Design Build	Hardscaped	Tree Care	Sustainability
Program Management	Pools & Water Features	Snow & Ice	Water Management
	Compliance	Specialty Turf	
	Tree Growing & Moving	Exterior Maintenance	

OUR SERVICES | EMERGENCY RESPONSE BLUEWATER BAY - MSBU

When a catastrophe occurs such as the recent events with Hurricane Michael, we have the capabilities and manpower to respond immediately. With over **50 locations** throughout the Southeast alone, we leverage our local and national resources to bring in additional teams from outside the area. This allows us to ensure the site is safe and free from pedestrian hazards.

Resources from branch offices will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly.

Safety before and after a storm is our primary focus. Immediately following the storm, our teams will ensure:

- Vehicle access is cleared, allowing emergency personnel access.
- Debris from structural dwellings that may pose immediate risk is cleared.
- Plant material that may have a chance of surviving is replanted.
- Hazardous damaged limbs that remain in trees are trimmed and removed.
- Tree limbs, root balls, or large wood debris remaining on the ground is chipped and removed.
- Final restoration of any remaining damages or losses resulting from the storm is performed.



OUR COMPANY | PROFESSIONAL RESOURCE
BLUEWATER BAY - MSBU

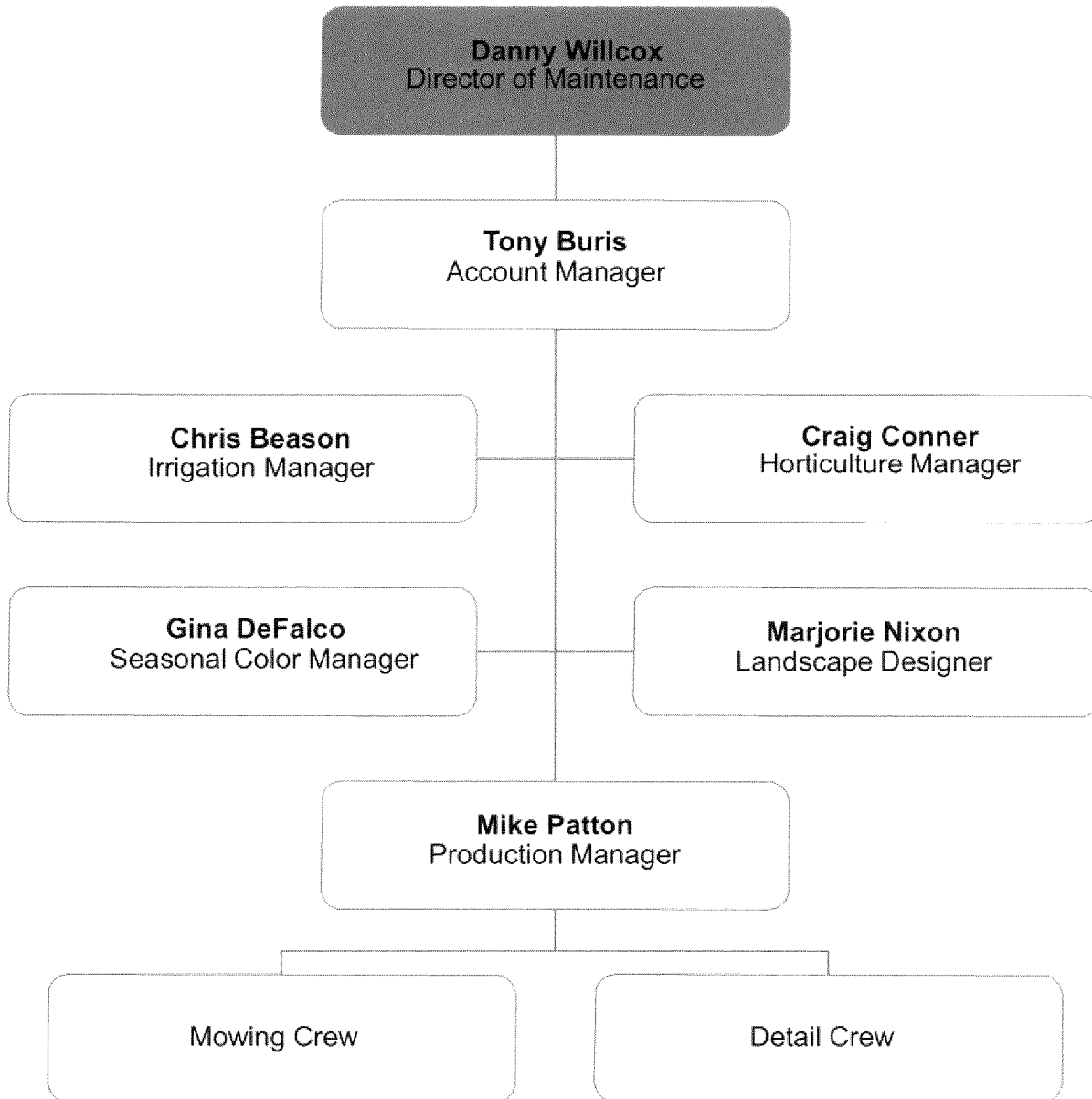
KEY ACOUNTABILITIES

The following Key Accountabilities summarize goals and objectives critical to our success operating as a team of individuals dedicated to your complete satisfaction.

TEAM MEMBER	JOB TITLE	JOB RESPONSIBILITY
Steve Brackin	VPGM Regional Manager	<ul style="list-style-type: none"> Regional Management and Oversight Regional financial performance Leadership and support Interfaces with on-site contact regularly
Danny Willcox	Branch Manager	<ul style="list-style-type: none"> Accountable for your complete satisfaction Manages Branch operations and safety BrightView Production System Leader Branch financial performance Employee Recruiting Interfaces with on-site contact regularly 24/7 Emergency Responder
Tony Buris	Account Manager	<ul style="list-style-type: none"> Accountable for your complete satisfaction Maintains schedule and Horticulture Calendar Ensures compliance to contract specs and quality Irrigation Run Times / IMS Interface Manages SDI crews Interfaces with on-site contact daily Proactively Proposes Landscape Enhancements 24/7 Emergency Responder
Gina DeFalco	Seasonal Color Manager	<ul style="list-style-type: none"> Seasonal Color Design, Installation, and Maintenance Material Procurement Quality control and assurance Schedules workload for crew Ensure readiness of workers, tools and materials Maintains safe working conditions Trains field personnel Helps identify problem areas and proposes solutions
Chris Beason	Irrigation & Enhancements Manager	<ul style="list-style-type: none"> Interface, coordinate, and cooperate with IMS Coordinates monthly irrigation inspections Provides Custom Irrigation Reports Provides proposals for improvements Coordinates enhancement projects 24/7 Emergency Responder
Craig Conner	Technical Services Manager	<ul style="list-style-type: none"> Manages Branch Agronomic Plan Material procurement Quality control and assurance Assists with chemical applications as needed Provides on-site consultation and analysis Soil testing, and plant pathology reports.

KEY ACCOUNTABILITIES

The following Key Accountabilities summarize goals and objectives critical to our success operating as a team of individuals dedicated to your complete satisfaction.



Transition Plan

BLUEWATER BAY - MSBU

Landscape Transition Plan:

The purpose of transition planning is to organize the tasks and activities that need to take place to efficiently deliver a smooth transition from your incumbent to BrightView Landscape Services. BrightView will create a tailored program to transform the quality of your landscape and ensure your satisfaction.

Name	Email	Title
Tony Buris	Tony.Buris@brightview.com	Account Mgr.
Danny Willcox	Danny.Willcox@brightview.com	Sr. Branch Mgr.
Brad Morrison	Bradley.Morrison1@brightview.com	Business Developer

Pre-Job startup plan:

- Truck/Trailer Parking
- Property Inspection with Management
- Introduction of the landscape Team
- Review operations and understand the path of mowers, weed eaters, edger's and blowers
- Discuss Communication Plan
- Address any safety concerns, hazards or special concerns
- Identify any special tools or equipment needed to complete job

Transition Plan

BLUEWATER BAY - MSBU

First 30 Days:

- Daily Operations Begin
- Irrigation Map will be completed and reviewed with Property Manager & Board
- Begin Proposing Enhancement Opportunities
- Review Start up report
- ID poor performing plant material
- Separation Between plant material
- Removal of all exotics growing in hedges
- Fertilization and Pest control begin
- Perform soil samples in troubled areas throughout
- Review Production plan and makes any changes necessary
- Replace dead/unwanted Plant materials
- Enhancement map will be complete



RIGHT TOOLS FOR THE JOB

BLUEWATER BAY - MSBU

LOCAL EQUIPMENT LIST

BrightView is well equipped locally and supported nationally to easily integrate the requirements of maintaining your property. We pride ourselves in having the right equipment for the job. The list below offers insight to our local fleet and capabilities.

<p>MAINTENANCE</p> <ul style="list-style-type: none"> • (17) Ford F250 Pick Up • (2) Ford F250 Pick Up • (16) Isuzu Box Trucks • (6) 72" Reel Mower • (4) 36" Reel Mower • (6) 72" Rotary Mower • (15) 60" Rotary Mower • (23) 52" Rotary Mower • (7) 48" Rotary Mower • (6) 36" Rotary Mower • (16) 21" Push Mower • (8) Utility Vehicles • (1) Tennant Sweeper 	<p>CHEMSPRAY</p> <ul style="list-style-type: none"> • (2) Ford F150 Pick Up • (6) Ford F250 Pick Up • (4) Isuzu Spray Truck • (6) Utility Trailer • (3) Utility Spray Rig • (4) Z Max Sprayer • (1) 72" Core Aerator • (2) 36" Core Aerator 	<p>IRRIGATION</p> <ul style="list-style-type: none"> • (1) Ford Ranger • (3) Ford F150 Pick Up • (6) Ford F250 Pick Up • (2) Ford E150 Van • (4) Utility Vehicles • (2) Utility Trailer
<p>ENHANCEMENTS</p> <ul style="list-style-type: none"> • (2) Ford F150 Pick Up • (1) Ford F550 Dump • (1) Bobcat T700 • (6) Utility Trailer • (2) Rear Tine Tiller • (2) Sod Cutter • (2) Plant Auger 	<p>SEASONAL COLOR</p> <ul style="list-style-type: none"> • (1) Ford F150 Pick Up • (1) Ford F250 Pick Up • (3) Isuzu Flower Body • (2) Utility Trailer • (2) Utility Spray Rig • (2) Front Tine Tiller 	<p>HURRICANE SUPPORT</p> <p>(35) Branch locations within the state of Florida are available to provide resources necessary to recover from a tropical weather event or natural disaster.</p> <p>(130+) Locations Nationally</p>

BLUEWATER BAY MSBU

SCOPE OF SERVICES

EXHIBIT "A"

SERVICE DESCRIPTION AND SPECIFICATIONS

The indications for Unit Price Line Items after each specification correspond to the Landscape Maintenance Itemized Bid Form and Seasonal Plant Maintenance Itemized Bid Form – Exhibit "B" and are to be performed to the frequencies specified.

I. TURF MAINTENANCE

A. Mowing

Turf shall be cut at a height of two (2) to four (4) inches as conditions dictate. No more than one third of the grass blade is to be removed when cutting. Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. *(Unit Price Line Item: Mow)*

B. Edging

Contractor shall be responsible for edging all curbs, walkways and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable.

Weedeaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. *(Unit Price Line Item: Edge Bedlines/Edge Hardlines)*

C. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. *(Unit Price Line Item: Turf Fertilization)*

D. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. Contractor shall be responsible for the control of Fire Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Fire Ants have been killed. *(Unit Price Line Item: Insect/Disease Control)*

SCOPE OF SERVICES
BLUEWATER BAY - MSBU

- E. Water**
Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated turf areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for manual watering of any turf area unless plant material is under additional warranty. *(Unit Price Line Item: Irrigation Management)*
- F. Turf Weed Control**
Contractor shall maintain all turf in such a way as to control and strive to eliminate weeds. The program will include pre-emergent, post emergent, and mechanical weed control methods. *(Unit Price Line Item: Turf Weed Control)*
- G. Monofilament Trim Lake Edge**
After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed with large machinery. *(Unit Price Line Item: Monofilament Trim)*

II. SHRUB AND GROUND COVER MAINTENANCE

- A. Pruning**
All shrubs shall be pruned to remove dead and/or damaged wood to allow for natural development of plant material, and to create the effect intended by the BWB MSBU. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.
- Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these prunings. *(Unit Price Line Item: Shrubs or Groundcover Trim)*
- B. Ornamental Grass Pruning**
All Ornamental grasses shall be pruned to an approximate 12 to 18-inch height removing previous year's growth and drying and declining foliage. This pruning shall take place once plants begin to "shatter" or fall apart, approximately January. All pruning debris shall be removed from the site. *(Line Item: Shrub/Groundcover Pruning)*
- C. Groundcover Pruning**
Groundcover shall be pruned as needed to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site. *(Line Item: Shrub/Groundcover Pruning)*

SCOPE OF SERVICES

BLUEWATER BAY - MSBU

D. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. *(Unit Price Line Item: Shrub Fertilization)*

E. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. *(Unit Price Line Item: Insect/Disease Control)*

F. Water

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, **within 24 hours** of the maintenance visit. Contractor shall be responsible for replacement of damaged plants as a result of failure to report to the BWB MSBU in writing. Contractor shall not be responsible for the watering of any shrub or groundcover areas unless plant material is under warranty. *(Unit Price Line Item: Irrigation Management)*

G. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas should be maintained to control and strive to eliminate weeds. Any plants/shrubs damaged by landscape personnel shall be replaced at Contractor's expense. *(Unit Price Line Item: Bed Weed Control)*

III. SEASONAL COLOR/PERENNIAL MAINTENANCE/INSTALLATION

A. Bed Preparation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for existing pots and annual bed areas based on plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material designated by the Board Representative and Management.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a Grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. The Board Representative and Management should receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by report. Beds shall be tilled to a depth of 14 inches with all amendments thoroughly mixed. Fertilizers should be raked into the top six (6) inches of soil mix. pH adjustment should be made during each seasonal rotation.

Bed areas shall be formed to create a moderate crown which "faces up" toward the direction of the greatest foot or automobile traffic. Remove rocks and debris, and

SCOPE OF SERVICES

BLUEWATER BAY - MSBU

trench all sides of bed which face curb or turf at a depth of three (3) inches before final mulching.

- B. Seasonal Color Plant Replacement**
Contractor shall be responsible for replacing any annuals that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the BWB MSBU.
- C. Mulching**
Bed areas shall have one quarter (1/4) inch of finely ground mulch at all times, not allowing bare soil areas to be visible.
- D. Deadheading and Pruning**
Deadheading: Declining flowers and foliage should be removed weekly.
- Pruning: Plants shall be pruned as specified to avoid plants becoming leggy or unsightly, also to maintain a consistent uniform mass. *(Unit Price Line Item: Deadheading and Pruning)*
- E. Fertilization**
Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. *(Unit Price Line Item: Fertilization)*
- F. Insect and Disease Control**
Contractor shall be responsible for weekly inspections of annual bed areas and treatment of any insect or disease related problems. *(Unit Price Line Item: Insect/Disease Control)*
- G. Watering**
Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner in writing, and will be responsible for replacement of these items.
- Contractor shall not be responsible for manual watering of plant material unless plant material has not yet established. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established. *(Unit Price Line Item: Watering)*
- H. Bed Weed Control**
Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. *(Unit Price Line Item: Bed Weed Control)*

SCOPE OF SERVICES

BLUEWATER BAY - MSBU

I. Perennial Maintenance

All perennial beds are to be serviced on a weekly basis. The removal of all spent blooms, flower stalks, and declining foliage shall be performed weekly or as needed. A one-time (fall or late winter) cut back and mulching of all foliage shall also be included in the cost. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included. All Daylilies and Liriope shall be cut back (either manually or mechanically) in the early spring. *(Unit Price Line Item: Seasonal Color/Perennial Maintenance)*

IV. PINE STRAW MULCHING FOR TREE AND SHRUB BED AREAS

A. Pinestraw Mulch

Contractor will be responsible for pricing two (2) complete applications of Grade pine straw mulch, which will occur at the Managing Agent's discretion. Mulch is to be spread at a depth of one (1) inch such that none of the old or previously laid mulch is visible.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance, i.e., mower damage around bedlines, etc.

All pinestraw bales are to be red in color and free of sticks, pinecones and other debris when installation is complete. The pinestraw shall be of the new, improved variety from the "Improved Slash" Pine tree with a minimum needle length of eight (8) inches. The Owner/Consultant shall be notified of any deviation from this specific type mulch. Contractor shall provide a sample of any different pinestraw prior to installation and must have written approval prior to beginning work. *(Unit Price Line Item: Mulch)*

B. Trenching

Bedline edges shall be trenched and beveled at a depth of three (3) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined and only have areas growing into the beds removed. A three (3)-inch deep trench is not required in these areas. All tree wells located in turf areas shall have root balls raked smooth, and shall be trenched and beveled at a depth of three (3) inches. *(Unit Price Line Item: Mulch)*

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. Cleanup Procedures

As a part of each weekly maintenance visit, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas for the removal

SCOPE OF SERVICES

BLUEWATER BAY - MSBU

of paper, cans, bottles, sticks, stick and limb piles, cigarette butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will also be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean within 15 feet of curbs and planted areas.

All lake edges shall be maintained five feet out from shore. Avoid blowing grass discharge from mowers into lake. *(Unit Price Line Item: Debris Disposal)*

B. Weed Control

All parking areas curb and gutters, sidewalks, patios, driveways, and roadways areas shall be maintained to control and strive to eliminate vegetative growth. *(Unit Price Line Item: Bed Weed Control)*

C. Disposal of Debris

All debris shall be disposed of offsite. *(Unit Price Line Item: Debris Disposal)*

D. Severe Weather Cleanup

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. If BWB MSBU elects, they may request that the Contractor utilize dedicated man hours for the purpose of severe weather clean up.

E. Typical Weather Cleanup

Contractor shall be responsible for debris cleanup deposited by typical weather conditions. *(Unit Price Line Item: Debris Disposal)*

VI. LEAF REMOVAL

A. Leaf Collection

Fallen leaves in all areas shall be collected no less than four (4) times per year and removed from property. This is to be done as requested by the BWB MSBU from the beginning of November through February, or until leaf disbursement ceases.

On a weekly basis, the Contractor will collect leaves from focal areas, bed, and turf areas to prevent heavy buildup that might cause damage to plant material by smothering. *(Unit Price Item Debris Disposal)* This is not happening now.

B. Disposal of Debris

All debris shall be disposed of offsite. *(Unit Price Line Item: Debris Disposal)*

SCOPE OF SERVICES

BLUEWATER BAY - MSBU

VII. NATURAL AREA MAINTENANCE

All mulched wooded natural areas should be kept free of limbs and weeds. Any dead tree removal is not the responsibility of the Contractor. *(Unit Price Line Item: Debris Disposal)*

VIII. PLANT MATERIAL DISPOSAL

A. Removal

Dead plant material, not requiring general tree surgeon practices for removal shall be removed and disposed of immediately by the Contractor. *(Unit Price Line Item: Debris Disposal)*

B. Replacement

Contractor shall contact and advise the Board Representative and Management, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

IX. IRRIGATION SYSTEM

A. Irrigation Inspection and Management

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract and as needed. Contractor shall be required within first **fifteen (15)** days of Commencement of Contract to furnish Board Representative and Management with a complete summary identifying any inoperable/damaged components with pricing to make system operational and furnishing this information to Board Representative and Management. The Bluewater Bay MSBU shall be liable for all costs associated with making irrigation systems completely operational prior to Contractor assuming responsibility as described throughout Section IX: Irrigation System.

Contractor agrees to program, monitor, adjust and manage all automatic entire irrigation systems for all areas as to proper frequency, duration, and operation of supplemental watering on a daily basis. At all times the system shall be functioning properly and conforming to all related codes and regulations. Adjustments include but are not limited to flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment.

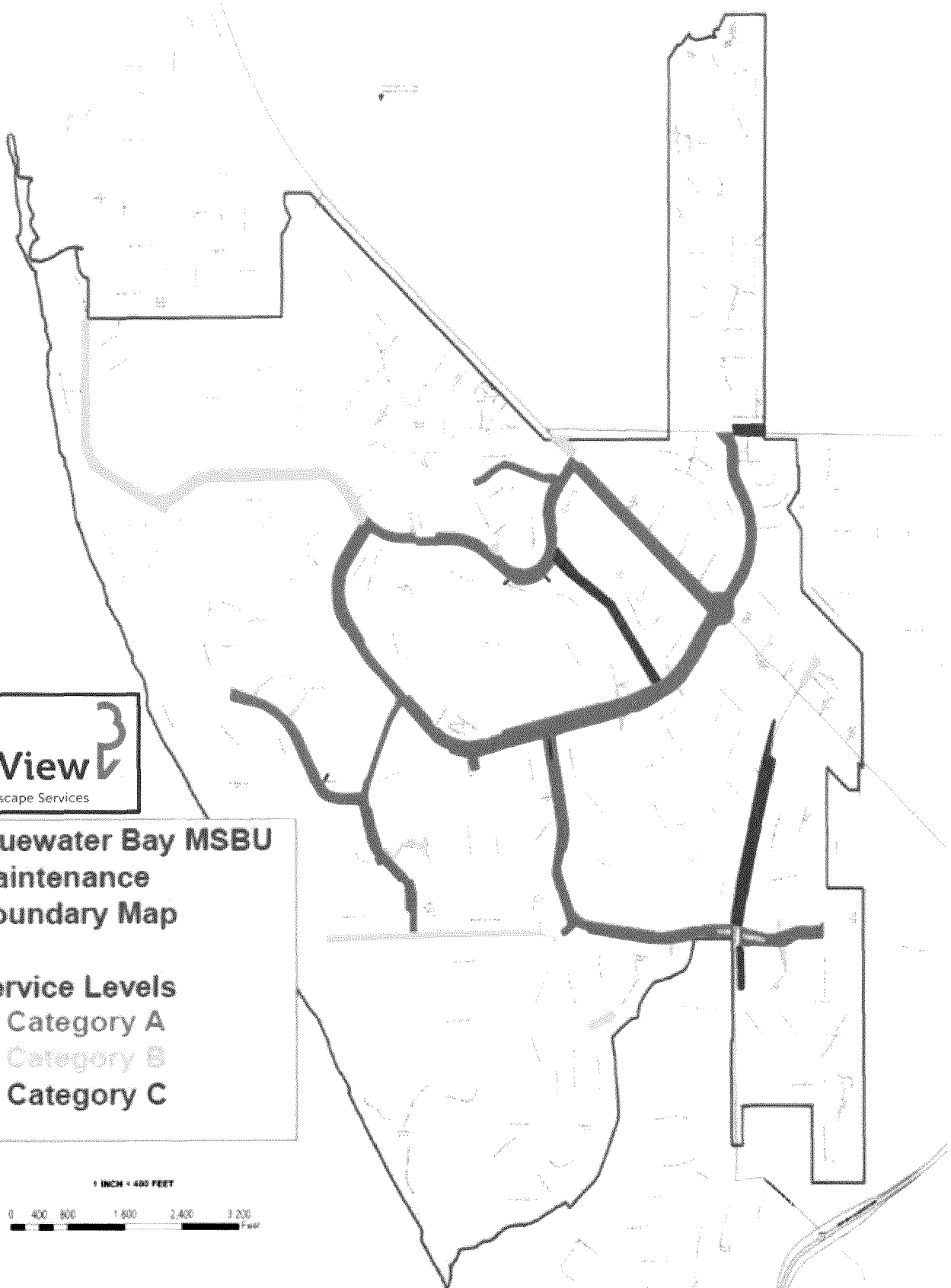
Contractor agrees to be responsible for monitoring all systems within the described premises and correct for coverage, adjustment, clogging of lines and removal of obstacles, including plant materials and turf, which obstruct the spray.

Contractor shall be responsible for checking and adjusting all controllers to assure proper operation. *(Unit Price Line Item: Irrigation Management)*.

X. LANDSCAPE MAINTENANCE FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

- A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.
- B. Contractor will be responsible for applying chemicals and fertilizers. The following rates are general guidelines and are to be used as such. Contractor is totally responsible for furnishing the Bluewater Bay MSBU with healthy, vigorous plant material throughout the term of the contract.
- C. Chemical forms may vary with weather conditions.
- D. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E. Contractor will be responsible for taking general and micronutrient tests of turf and shrub bed areas. The Board Representative and Management should receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the contract.
- F. Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.
- G. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a balanced soil
- H. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

SCOPE OF SERVICES
BLUEWATER BAY - MSBU



**Bluewater Bay MSBU
Maintenance
Boundary Map**

Service Levels

- Category A
- Category B
- Category C

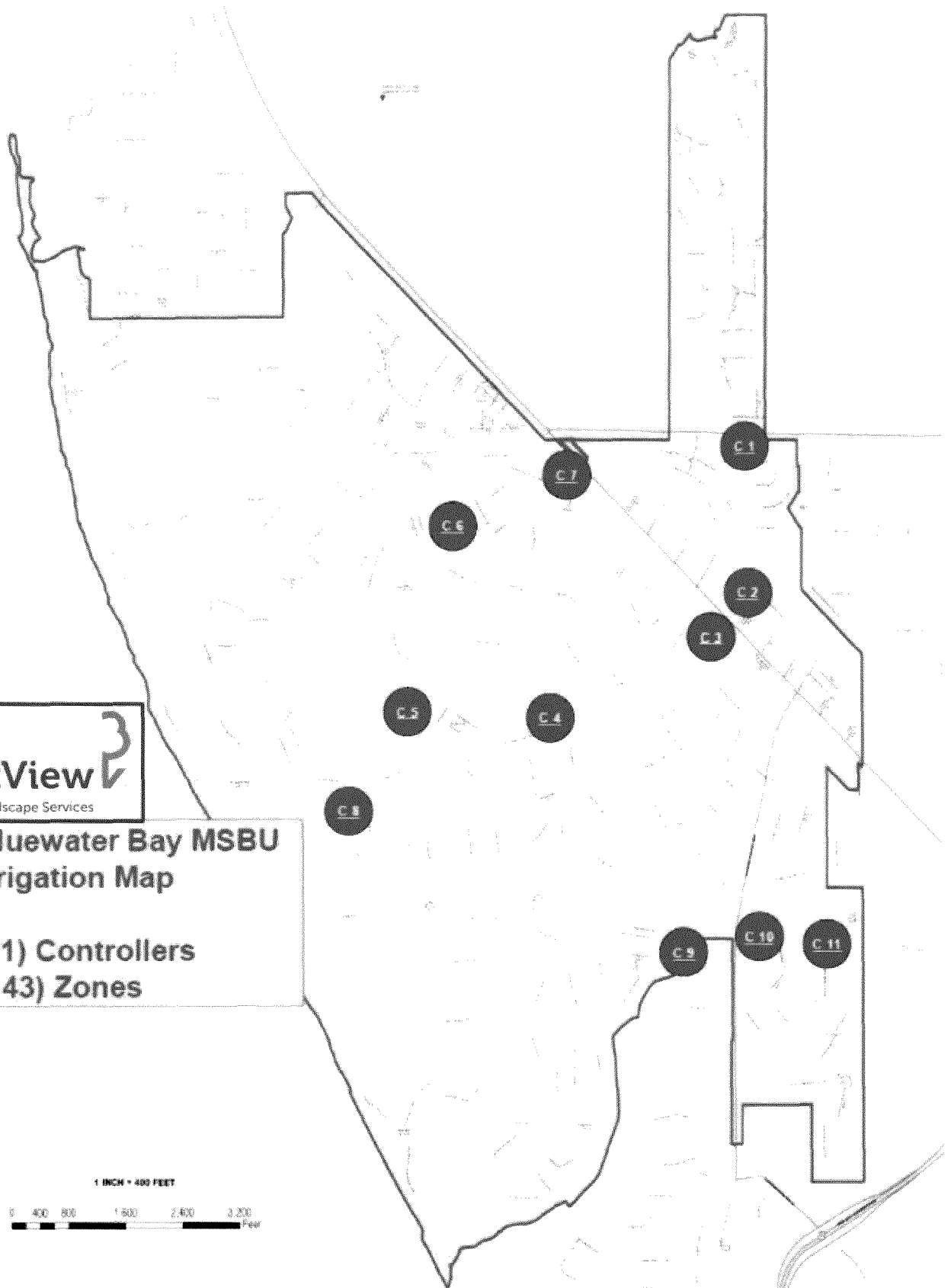


SCOPE OF SERVICES BLUEWATER BAY - MSBU

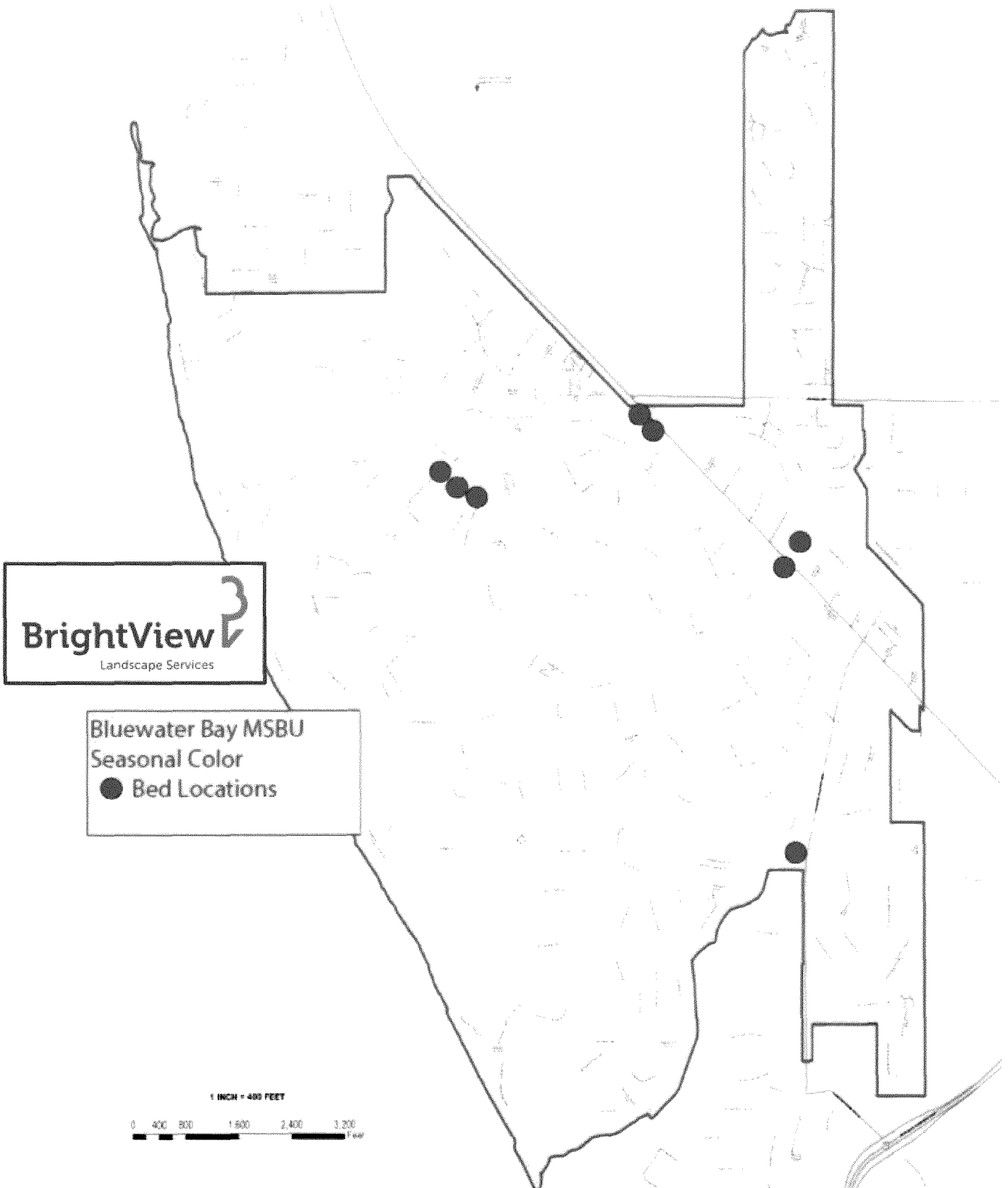


Bluewater Bay MSBU Irrigation Map

(11) Controllers
(143) Zones



SCOPE OF SERVICES BLUEWATER BAY - MSBU



BLUEWATER BAY MSBU

OPERATIONS PLAN

BrightView 

Operations Plan

BLUEWATER BAY - MSBU

Every property is different with a unique set of maintenance needs. We took into consideration the requirements needed to create the maintenance plan below which is designed to keep your properties looking their best year-round.

Mowing Services



We will deploy a specific crew to perform all the mowing, edging, string trimming, and blowing. SDI Properties will be mapped and the crews will follow that mapping progression through the property weekly. This "mapping" will be provided to your team in advance of our initial service. We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.

We will maintain a weekly schedule for all turf areas in the growing season and a bi-weekly schedule in the slow growing months. The following schedule may change according to weather, turf conditions, and fertilization schedule:

- Summer, weekly (typically March through Nov);
- Winter, bi-weekly (typically December & February).



Hand mowers shall be used in areas where large, heavy equipment may damage the turf or other association property.

Grass clippings will be dispersed at each mowing, to eliminate unsightly build-up of grass clippings that may appear after each mowing. Excessive clippings "wash-up", which may occur after heavy rains, will be promptly addressed by dispersal. Obviously long or heavy grass clippings that cannot be adequately dispersed must be removed. All removed clippings must be recycled in keeping with recommended horticultural procedures unless otherwise stipulated.

Sidewalks and driveways will be edged with every mowing. Borders of plant beds are to be maintained with a distinct edge that separates the bed from adjoining grass.

Shrub & Ground Cover Operational Plan

BLUEWATER BAY - MSBU



Maintenance Schedule: Property will be maintained by our crew. All areas that require pruning will be done per the scope outlined. This program will afford our team the opportunity to adjust the pruning schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.

This will guarantee we maintain all shrub and ground cover beds a minimum of once per month and will minimize the variance of “long and short” shrub pruning every month. The appearance of all shrubs throughout will look more natural over the course of the month.

Several preventative functions are scheduled seasonally. Please note below a general quarterly plan that will become site specific upon further evaluation.

- **Winter** - cut back shrubs needing severe thinning, limb up trees.
- **Spring** - apply pre and post emergent weed prevention chemically to all areas, and fertilize. Hard cutbacks for selective plants.
- **Summer**- regular inspections to address plant growth, weeds, and overall plant health, fertilize.
- **Fall** - fertilize at proper rates, monitor irrigation cut backs, and apply pre-emergent weed control for winter weed.



FREQUENCY CHART

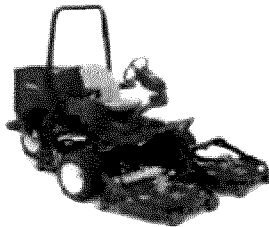
BLUEWATER BAY - MSBU

Vehicle and Equipment List



F-150 & 250

QTY **3**



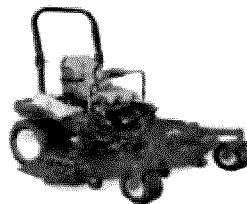
Toro Groundmaster
3500

QTY **1**



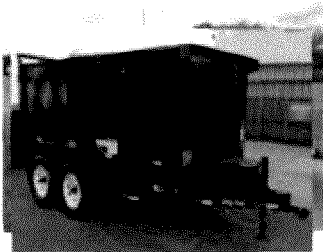
Ford F450

QTY **1**



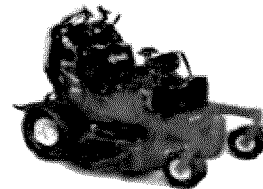
Exmark 60" Mower

QTY **2**



Dump Trailer

QTY **2**



Exmark 52"
Stander

QTY **3**



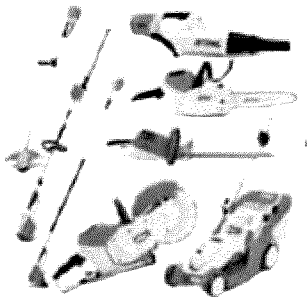
Stihl 2-Cycle Equip

QTY **15**



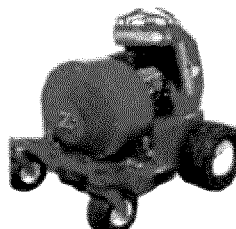
Buffalo Blower

QTY **1**



Stihl Electric Equip

QTY **21**



Stand On Blower

QTY **1**

FREQUENCY CHART BLUEWATER BAY - MSBU

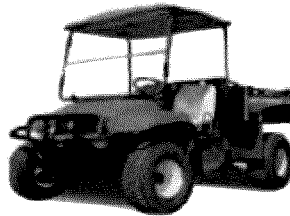
Vehicle and Equipment List (Cont)



48" Aerator

QTY

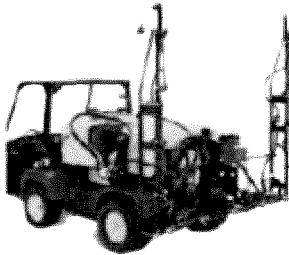
1



Gator HPX

QTY

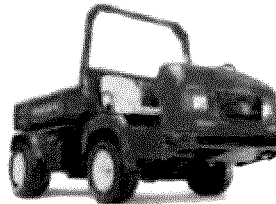
4



300 Gal Boom
Sprayer

QTY

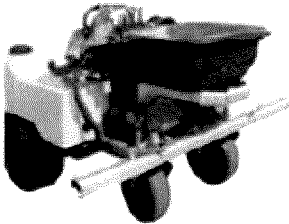
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Pro Gator

QTY

3



50 Gal Z-Sprayer

QTY

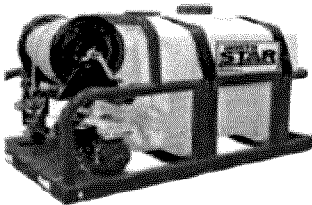
1



Tractor

QTY

1



200 Gallon Skid
Sprayer

QTY

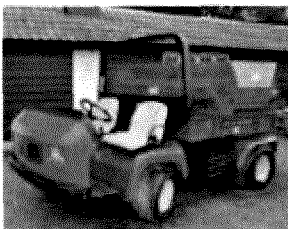
1



Caterpillar Skid
Steer

QTY

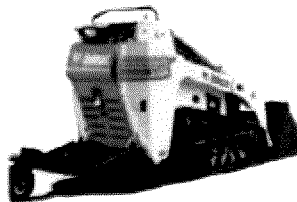
1



Topdresser

QTY

2



Bobcat MT55
Loader

QTY

2

Turf & Ornamental Agronomic Plan

BLUEWATER BAY - MSBU

What Are The GI-BMPs?

The GI-BMPs are a science-based educational program for Green Industry workers (lawn-care and landscape maintenance professionals), brought to you by UF-IFAS Florida-Friendly Landscaping™ program. The GI-BMPs teach environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.

Who Gets Trained in the GI-BMPs?

Florida Statute 482.1562 states that all commercial fertilizer applicators must have a license from the Florida Department of Agriculture and Consumer Services (FDACS) by January 1, 2014. To get this license, each Green Industry worker must be trained in the GI-BMPs and receive a certificate of completion from UF/IFAS and FDEP. Additionally, many non-commercial Green Industry applicators or other workers are required to pass the training by local ordinances or voluntarily participate in the program to better serve their clients.

Integrated Pest Management (IPM) is an important part of any turf maintenance program. IPM uses an efficient, effective and environmentally conscious approach to pest management which draws on knowledge from several different sciences including entomology (study of insects), mycology (study of fungi), chemistry and horticulture. This interdisciplinary approach enables us to develop sustainable and less costly solutions to many common landscape problems.

Early preventative actions are the key to a successful BMP program. Once you have determined the economic threshold of a site, the evaluation process may begin. Determining the Best practices program, we use information on:

- Pest identification
- Pest lifecycles
- Soil tests and Fertilizer choice
- Control methods that cause the least damage to the environment

We have included our IPM Program as an example, the final plan will be determined after our start-up Procedure

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION "FERTILIZER USE AND LANDSCAPE MANAGEMENT" and other applicable law, regulations, rules, ordinances or permit requirements. It is the Contractor's responsibility to become familiar with all rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to the District Representatives with submission of bids. The District is relying on Contractor to comply with and perform in accordance with all applicable laws, rules, regulations, ordinances, etc.



LICENSES & CERTIFICATIONS

BrightView 

LICENSES AND CERTIFICATIONS BLUEWATER BAY - MSBU



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY):
03/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: ACE American Insurance Company</td> <td style="border: none;">22667</td> </tr> <tr> <td style="border: none;">INSURER B: American Guarantee & Liability Ins Co</td> <td style="border: none;">26247</td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: American Guarantee & Liability Ins Co	26247														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Brightview Landscape Services, Inc. Location #34610 11530 Davis Creek Court Jacksonville FL 32256 USA															

Holder Identifier : BCC

COVERAGES **CERTIFICATE NUMBER: 570061624617** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ALSO KNOWN AS (A/C. No. Ext)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		HOOG24556876001	10/01/2015	10/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SEA 408874531	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		AUC508596811	10/01/2015	10/01/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	C47855081 Workers Comp - AD5 C47855093 workers Comp - WI	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$2,000,000 E L DISEASE-EA EMPLOYEE \$2,000,000 E L DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: center; font-family: cursive;">Aon Risk Services Northeast Inc.</p>
-----------------------------------	---

Certificate No : 570061624617

LICENSES AND CERTIFICATIONS

BLUEWATER BAY - MSBU

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BrightView Landscape Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
11530 Davis Creek Court

6 City, state, and ZIP code
Jacksonville FL 32256

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

Or
 Employer identification number
 9 5 - 4 1 9 4 2 2 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person *Scott Witt* Date ▶ 2016-8-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



LICENSES AND CERTIFICATIONS

BLUEWATER BAY - MSBU

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No	Expires
August 26, 2019	JB125394	August 31, 2020

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2020 AT

148 SHANNON LANE
SANTA ROSA BEACH, FL 32459

BRIGHTVIEW LANDSCAPE SERVICES INC Lawn and Ornamental
148 SHANNON LANE
SANTA ROSA BEACH, FL 32459

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

BRIGHTVIEW LANDSCAPE SERVICES INC
148 SHANNON LANE
PEST CONTROL COMPANY FIRM

JB125394

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2020

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No	Expires
June 6, 2019	JF6765	June 1, 2020

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2020

JOSEPH MATICHUK Lawn and Ornamental
611 PINETREE DR
PANAMA CITY BEACH, FL 32413

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JOSEPH MATICHUK
CERTIFIED PEST CONTROL OPERATOR

JF6765

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2020

Nicole Fried Signature
COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

LICENSES AND CERTIFICATIONS
BLUEWATER BAY - MSBU



T-GV20704-2

Certificate #
GV20704

Trainer ID #

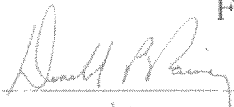


Certificate of Training
Best Management Practices
Florida Green Industries
Instructor

The undersigned hereby acknowledges that

Craig R. Huston

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.



Issuer

H.Rivera

Instructor

11/21/2013

Date of Class



DEE Program Administrator

Not valid without seal

LICENSES AND CERTIFICATIONS
BLUEWATER BAY - MSBU

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Craig Randall Huston

Having successfully completed the requirements set by the
International Society of Arboriculture, the above named
is hereby recognized as an ISA Certified Arborist™




Kevin Martlage
Director of Credentialing
International Society of Arboriculture


Caitlyn Polshak
Executive Director
International Society of Arboriculture



FL-6719A
Certification Number

28 Feb 2015
Certified Since

30 Jun 2021
Expiration Date

#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist*

EXHIBIT "B"

SUMMARY BID FORM

Exterior Landscape Maintenance
BLUEWATER BAY MSBU
NICEVILLE, FLORIDA

This Summary Bid Form totals the Itemized Bid Forms for Categories A, B, C and D. The combined annual sum of all four categories is defined as the "Total Bid Price"

• Service Level A – Landscape Maintenance Total	\$ 125,169.00
• Service Level B – Landscape Maintenance Total	\$ 20,138.00
• Service Level C – Landscape Maintenance Total	\$ 3,420.00
• Seasonal Color / Perennial Maintenance Total	\$ 12,000.00
• Seasonal Plant Installation Total	\$ 12,249.50
• Mulch Total	\$ 36,787.00
FIRST YEAR TOTAL BID PRICE	\$ 209,763.50
SECOND YEAR TOTAL BID PRICE	\$ 209,787.50
THIRD YEAR TOTAL BID PRICE	\$ 209,787.50
TOTAL BID AMOUNT FOR YEAR 1-3	\$ 629,290.50

Contractor Name BrightView Landscape Services

Contractor Address 9986 State HWY 20 West Freeport FL 32439

Contractor Signature 

Title Senior Branch Manager

Telephone Number 850-280-7040 Date 8/24/2021

WORK SCHEDULE

Work under this Contract is to begin at the execution of the Contract, and run concurrent thereof for a period of three (3) years.

**BLUEWATER BAY MSBU
CATEGORY A
LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

FUNCTION	FREQUENCY (PER YEAR)	UNIT COST	TOTAL PRICE
Mow	40	\$750.00	\$30,000.00
Edge (Bedlines)	20	\$220.00	\$4,400.00
Edge (Hardlines)	40	\$325.00	\$13,000.00
Monofilament Trim	40	\$200.00	\$8,000.00
Bed Weed Control	Weekly	\$100.00	\$5,200.00
Tree Pruning (Up to 12')	4	\$1,000.00	\$4,000.00
Blowing	Weekly	\$175.00	\$9,100.00
Shrub/Groundcover Trim	4	\$2,500.00	\$10,000.00
Debris Disposal	Weekly	\$40.00	\$2,080.00
Fire Ant Control	As Needed		\$400.00
Shrub Insect/Disease Control	As Needed		\$500.00
Irrigation Management	4	\$1,000.00	\$4,000.00
Ornamental Tree Fertilization	2	\$300.00	\$600.00
Shrub Fertilization / Pre-Emergent Herbicide	2	\$700.00	\$1,400.00
Groundcover Fertilization	2	\$187.00	\$374.00
Turf Fertilization	5	\$2,548.00	\$12,740.00
Turf Insect Control	As Needed		\$10,603.00
Turf Pre-Emergent Weed Control	2	\$3,078.00	\$6,156.00
Turf Post-Emergent Weed Control	As needed		\$2,616.00

**CATEGORY A. FIRST YEAR LANDSCAPE
MAINTENANCE TOTAL**

\$ 125,169.00

Contractor Signature

Company Name

Date



BrightView Landscape

8/24/2021

**BLUEWATER BAY MSBU
CATEGORY B
LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

FUNCTION	FREQUENCY (PER YEAR)	UNIT COST	TOTAL PRICE
Mow	20	\$240.00	\$4,800.00
Edge (Bed lines)	10	\$87.00	\$870.00
Edge (Hard lines)	20	\$90.00	\$1,800.00
Monofilament Trim	20	73.00	\$1,460.00
Blowing	Bi-Weekly	\$85.00	\$2,210.00
Bed Weed Control	Bi-Weekly	\$29.00	\$754.00
Tree Pruning (Up to 12')	Once	\$1,000.00	\$1,000.00
Shrub/Groundcover Trim	2	\$1,168.00	\$2,236.00
Debris Disposal	Weekly	\$25.00	\$1,300.00
Turf Fertilization/Pre-Emergent Weed Control	2	\$1854.00	\$3708.00

**CATEGORY B. FIRST YEAR LANDSCAPE
MAINTENANCE TOTAL**

\$ 20,138.00

Contractor Signature

Company Name

Date

 _____

BrightView Landscape

8/24/2021

**BLUEWATER BAY MSBU
CATEGORY C
LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

FUNCTION	FREQUENCY (PER YEAR)	UNIT COST	TOTAL PRICE
Mow	12	\$100.00	\$1,200.00
Edge (Hard lines)	12	\$30.00	\$360.00
Monofilament Trim	12	\$60.00	\$720.00
Blowing	12	\$59.00	\$708.00
Debris Disposal	12	\$36.00	\$432.00

**CATEGORY C. FIRST YEAR LANDSCAPE
MAINTENANCE TOTAL**

\$ 3,420.00

Contractor Signature

Company Name

Date

 _____

BrightView Landscape

8/24/2021

BLUEWATER BAY MSBU
CATEGORY D
SEASONAL COLOR/PERENNIAL MAINTENANCE
ITEMIZED BID FORM


SEASONAL COLOR MAINTENANCE	FREQUENCY (PER YEAR)	UNIT COST	TOTAL PRICE
Deadheading	24	\$305.00	\$7,320.00
Pruning	12	\$183.00	\$2,200.00
Insect/Disease Control	20	\$73.00	\$1,460.00
Fertilization	12	\$85.00	\$1,020.00

Seasonal Color Maintenance Subtotal \$ 12,000.00

PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)	UNIT COST	TOTAL PRICE
Deadheading	24		
Cut Back	2		
Insect/Disease	20		
Fertilization	2		

Perennial Maintenance Subtotal \$ Included in A.B.C

CATEGORY D. FIRST YEAR SEASONAL COLOR/PERENNIAL MAINTENANCE TOTAL \$ 12,000.00

Contractor Signature	Company Name	Date
	BrightView Landscape	8/24/2021

**BLUEWATER BAY MSBU
CATEGORY E
SEASONAL COLOR INSTALLATION
ITEMIZED BID FORM**

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
2,568	Summer Annuals	4"	\$2.42	\$6,214.50
2,568	Fall Annuals	4"	\$2.35	\$6,035.00

CATEGORY E. FIRST YEAR SEASONAL COLOR INSTALLATION TOTAL \$ 12,249.50

NOTE 1: All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.

NOTE 2: All prices should include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.

NOTE 3: Specific colors and varieties shall be mutually agreed upon prior to installation.

NOTE 4: Contractor is responsible for estimating and confirming the quantity of flowers based on the spacing shown below:

- Distance away from curbs, turfines, etc.
 Summer Annuals 10"
 Fall Annuals 10"
- On Center (o.c.) Spacings
 Summer Annuals 10"
 Fall Annuals 10"

Contractor Signature

Company Name

Date



Bright View

8/24/2021

**BLUEWATER BAY MSBU
CATEGORY F
MULCH
ITEMIZED BID FORM
SERVICE LEVEL A**

MATERIAL and FUNCTION	# OF BALES	UNIT PRICE	TOTAL PRICE
Pine Straw – Spring Application (Includes Trenching)	2625	\$6.75	\$17,718.75
Pine Straw Mulch – Fall Application (Includes Trenching)	2625	\$6.75	\$17,718.75

SERVICE LEVEL B

MATERIAL and FUNCTION	# OF BALES	UNIT PRICE	TOTAL PRICE
Pine Straw – Spring Application (Includes Trenching)	100	\$6.75	\$675.00

Contractor is responsible for measuring and confirming the quantity of mulch two (2) complete applications per year.

CATEGORY F. FIRST YEAR PINE STRAW MULCH TOTAL \$ 36,112.50

Contractor Signature

Company Name

Date

 _____

BrightView Landscape _____

8/24/2021 _____

**BLUEWATER BAY MSBU
SUPPLEMENTAL PRICING FORM**

• Pine straw - (cost/bale, spread on site)	\$ 6.75
• Additional Labor with truck and hand tools (cost/man hour)	\$ 45.00
• Additional labor with truck and small power equipment (i.e., edger, blower, etc.) (cost/man hour)	\$ 45.00
• Additional labor with truck and light power equipment (i.e., 36" and 52" walk mower) (cost/man hour)	\$ 45.00
• Additional labor with truck and heavy power equipment (i.e., hustler, tractor, bush hog) (cost/man hour)	\$ 125.00
• Watering with Hydroseeder including operator (cost/man hour)	\$ 150.00
• Bermuda sod laid, site ready (cost/square foot) with one year warranty	\$.75
• Centipede sod laid, site ready (cost/square foot) with one year warranty	\$.85
• Cost per hour – General Labor	\$ 45.00
• Cost per hour – Irrigation Service Technician with one laborer	\$ 95.00

The prices above shall be commensurate with the contract term.

Contractor Signature



Company Name

Brigman

Date

9/24/21



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:

Supplemental Landscape Services for Bluewater Bay Municipal Services Unit (MSBU).

ISSUE DATE:

August 2, 2021

LAST DAY FOR QUESTIONS:

August 9, 2021 2:00 P.M. CST

RFP OPENING DATE & TIME:

August 24, 2021 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. RESPONSES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT.

COMPANY NAME BrightView Landscape Services Inc.

MAILING ADDRESS 9986 State HWY 20 West

CITY, STATE, ZIP Freeport, FL 32439

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 95-4194223

TELEPHONE NUMBER: 850-280-7040

EXT: _____

FAX: 850-280-7043

EMAIL: Vivian.rodriquez@brightview.com

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SUBMITTAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SUBMITTAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:
OR PRINTED NAME _____

TYPED _____

Danny Willcox

TITLE: Senior Branch Manager

DATE: 8/24/2021

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) August 24, 2021** for the **Supplemental Landscape Services for Bluewater Bay Municipal Services Unit (MSBU)**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Bid documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

<https://bluewaterbayfl.org>

At **3:00 p.m. CST August 24, 2021** all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Supplemental Landscape Services for Bluewater Bay Municipal Services Unit (MSBU)**". The County will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Purchasing Department** located at 5479A Old Bethel Rd., Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 5479A Old Bethel Rd, Crestview, FL 32536.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Supplemental Landscape Services for Bluewater Bay Municipal Services Unit (MSBU)

2021-01

Okaloosa County Purchasing Department

5749A Old Bethel Rd.

Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

SECTION 1

SCOPE OF WORK

SECTION 1.1 PURPOSE

The Bluewater Bay Municipal Services Benefit Unit (BWB MSBU) was created to provide certain community services supplemental to and not intended as replacement of services which Okaloosa County or the State of Florida has responsibility to provide. These supplemental community services include improvement, repair and maintenance of grounds, landscaped areas including irrigation, signage and street lights in common areas.

The resulting contract will include the services previously noted, with the exception of street light maintenance, as described herein and Attachment 2. The services to be performed shall be specifically described for each assignment in individual Task Orders approved by the BWB MSBU and the County. No work shall commence until a fully executed Task Order is issued to the Contractor.

SECTION 1.2 CONTRACTOR RESPONSIBILITY

The responsibilities of the Contractor are as follows:

1. The Contractor shall furnish all labor, equipment, and all other materials, supplies and incidentals for the supplemental community services in common areas as described herein and Attachment 2.
2. All equipment used by the Contractor shall be of commercial grade and in good, safe working order. Any cleaning or chemical supplies used by the Contractor must be EPA registered and a written list of such items with Material Safety Data Sheets (M.S.D.S.) will be immediately available to the BWB MSBU upon request.
3. The Contractor shall be responsible for the disposal of all materials removed from the site on a daily or weekly basis and will deposit such materials in appropriate disposal sites. Examples include such things as plant prunings, trash picked up, and excessive grass clippings.
4. The Contractor shall be responsible for assuring that the common areas are in a clean condition and shall report to the BWB MSBU Manager any condition, which requires BWB MSBU action. Such reports shall be at least weekly, and shall be made immediately if it involves water leakage or potentially dangerous conditions. These conditions include, but are not limited to, repairs needed to the signage, irrigation systems, and plantings, landscaping deterioration or any other damage.

5. The Contractor agrees that in the event that work is not performed or is incomplete, the Contractor shall not be paid for non-performance or incomplete work. Payment to the Contractor shall be adjusted to reflect only completed work. The BWB MSBU Manager shall make this adjustment.
6. Adjustments made under this section will be made in conformance with the cost associated with the service not performed as outlined in the Contractor's bid proposal (Attachment 2).
7. The Contractor agrees to comply with the laws, statutes, ordinances, rules and regulations of the United States, State of Florida, Okaloosa County, and the BWB MSBU. This shall include, but is not limited to, Worker's Compensation, Unemployment Compensation, Wage and Hour Laws, OSHA requirements, etc.
8. The Contractor agrees to employ only United States citizens, or those legally permitted to work in the United States.
9. Invoices shall be submitted to the BWB MSBU Manager per task order for work covered under the Scope of Work. The maintenance report shall document services performed in accordance with Attachment 1. Any work that falls outside the Scope of Services must be separately procured in compliance with the County's Purchasing Manual.
10. The Contractor shall provide on-site supervision when services are being performed. The supervisor shall be authorized to represent the Contractor in all operational matters.
11. Contractor shall be available for in-person meetings with BWB MSBU personnel when necessary.
12. Contractor must be insured. Contractor must be licensed in the State of Florida and Okaloosa County for the work performed.
13. Subcontractors must be properly licensed and insured. Subcontractors are under the supervision of the general contractor. Note: There are no contractual agreements between the BWB MSBU and subcontractors.

SECTION 2

TERMS OF CONTRACT

SECTION 2.1 TERM

The initial term of this contract shall be from date of full execution to September 30, 2024. The contract may be renewed for an additional two one-year periods, if approved in writing from the BWB MSBU Board of Directors. Option Year renewals are subject to availability of funds. Written notice of intent to execute the upcoming option year will normally be provided at least sixty (60) days prior to the end of the current contract period. Either party may terminate this contract by serving a forty-five (45) day written notice upon the other party. When the agreement expires, it shall be automatically extended for any individual executed Task Order until the scope of services is completed and final invoice is paid.

SECTION 2.2 COSTS

The contract amount for the periods shown in Section 2.1 will be in accordance with the amount bid (see Attachment 2).

SECTION 2.3 PAYMENTS

Payment shall be made in accordance with each authorized Task Order for work completed as required by Attachments 1, 2, 3, 4, or 5, less any liquidated damages for unacceptable or incomplete work. The Contractor shall submit invoices for each Task Order to the BWB MSBU Manager listed in Section 3.1, email: manager@bam.gccoxmail.com for approval. Payments shall be made after the BWB MSBU has verified that all the terms and conditions of the contract have been met by the Contractor and the approved invoice has been submitted to the Accounts Payable Section of the Okaloosa County Finance Department. Payments will be mailed directly from Okaloosa County to the Contractor. Any work that falls outside the Scope of Services shall be separately procured in compliance with the County's Purchasing Manual. Failure to do so will deem such work unapproved and ineligible for payment.

SECTION 2.4 LIQUIDATED DAMAGES

In the event that work performed by the Contractor is incomplete or unacceptable, the BWB MSBU Manager listed in Section 3.1 shall make the appropriate deduction from the monthly invoice in accordance with the bid (see Attachment 1).

Any work not required to be performed in any given period, for example, less frequent mowing due to dry conditions, will require an appropriate deduction from the monthly invoice in accordance with the bid prices shown in Attachment 1.

In the case of *Additional work/special projects*, Section 2.7 below, if work performed by the Contractor is incomplete or unacceptable, the BWB MSBU shall withhold payment until corrections have been satisfactorily completed. In the event Contractor fails to complete the project within the specified time, the payment amount will be reduced by 10% of the total contract for each week, or part thereof, beyond the contract completion date.

SECTION 2.5 TERMINATION

The BWB MSBU reserves the right to terminate the contract for cause upon issuing a Notice of Default to Contractor and providing Contractor fifteen (15) days to cure such default. Either party may terminate this contract by serving a forty-five (45) day written notice upon the other party

SECTION 2.6 ANNUAL APPROPRIATION

In the event that funds are insufficient or are not appropriated for this contract in any fiscal year, the BWB MSBU reserves the right to modify, adjust or cancel the contract in accordance with availability of funds. The BWB MSBU shall provide the Contractor no less than thirty (30) days prior notification of modifications, adjustments, or termination because of a lack of funds.

SECTION 2.7 ADDITIONAL WORK/SPECIAL PROJECTS

Any work that falls outside the Scope of Services must be separately procured in compliance with the County's Purchasing Manual. Failure to do so will deem such work unapproved and ineligible for payment.

SECTION 2.8 OVERHEAD AND PROFIT

Labor and Material rates used in Attachment 2, Cost Spreadsheets, **are to be loaded rates which include overhead and profit.**

NOTE: Include firm name at bottom of each spreadsheet page to ensure positive identification of each page. This may be done manually or by adding the name in the footer on the line provided.

SECTION 2.9 BWB MSBU REPRESENTATIVE

The BWB MSBU authorized representative of this agreement is:

Laura Landsberger Office

Phone: 850.279.6050
Cell: 850.217.1352
Email: manager@bam.gccoxmail.com
Mailing Address: 4400 E. Highway 20, Suite 311
Niceville, FL 32578

SECTION 2.10 QUESTIONS AND ADDEUNDM

All questions should be submitted in writing to DeRita Mason at dmason@myokaloosa.com no later than 3:00 P.M. CST on August 12, 2021. Any addendums will be posted no later than August 17, 2021.

**SECTION 3
SPECIAL BID CONDITIONS**

SECTION 3.1 INFORMATION

For additional information regarding this specification, contact DeRita Mason, Okaloosa County Purchasing, 850-689-5960 or dmason@myokaloosa.com). Any revisions, clarifications, or responses to bidder’s questions regarding this specification shall be in writing and furnished to all bidders.

SECTION 3.2 PERMITS

The Contractor shall be responsible for obtaining all necessary permits.

SECTION 3.3 RIGHT TO WAIVE AND REJECT

1. The BWB MSBU, in its absolute discretion, may reject any proposal of a bidder that has failed, in the opinion of the Board, to complete or perform any similar contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner and potential bidders must be aware of the emphasis placed on this condition.
2. There is no obligation on the part of the BWB MSBU to award the contract to the lowest bidder. The BWB MSBU reserves the right to award the contract to a bidder submitting a responsive proposal with a resulting negotiated agreement that is most advantageous to and in the best interest of the BWB MSBU. The BWB MSBU further reserves the

right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The BWB MSBU shall be the sole judge of the proposal and the resulting negotiated contract that is in its best interest and its decision shall be final.

3. The BWB MSBU specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the bid. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

SECTION 3.4 DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal:

1. More than one proposal for the same work from an individual, firm or corporation under the same or different name;
2. Evidence that the bidder has a financial interest in the firm of another bidder for the same work;
3. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the BWB MSBU until such participant shall have been reinstated as a qualified bidder;
4. Uncompleted work that in the judgment of the BWB MSBU might hinder or prevent the prompt completion of additional work if awarded;
5. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts, or.
6. Default under previous, or similar, contract.

The BWB MSBU, in its absolute discretion, may reject any proposal of a bidder that has failed, in the opinion of the Board, to complete or perform a prior contract in a satisfactory manner, and this condition is emphasized to all potential bidders.

SECTION 3.5 EXCEPTIONS TO SPECIFICATION

Bidder shall clearly list any deviations from, or exceptions to this specification. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable proposal page. Failure of the bidder to comply with these provisions may result in the bidder being disqualified.

SECTION 3.6 ADDITION / DELETION OF ITEMS

The BWB MSBU reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of the BWB MSBU.

When deemed necessary, the BWB MSBU may define and negotiate amendments with the contractor, to include appropriate costs, to clarify and/or specify modifications to include work that must be done on a routine recurring basis.

SECTION 3.7 BANKRUPTCY

Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

SECTION 3.8 EVALUATION OF BIDS

1. It is the bidder's responsibility to assure that their proposal is delivered no later than the date and time specified at the location designated on bid form. Delivery time will be logged and delivery receipts will be provided at time of delivery.
2. Proposals will be evaluated by the BWB MSBU Board of Directors and selection of a bidder with whom to contract shall be based on the "best value" to the BWB MSBU using the following criteria as the basis for award:
 - a) Past performance, and/or references
 - b) Demonstration of adequate manpower and equipment to meet the requirements defined in Attachment 1
 - c) Contractor meets the requirements/specifications, (does bidder's proposal indicate an understanding of the total contract effort?)
 - d) Proposed cost and rates

Bidders may bid on any or all properties, but contractors bidding the entire project are preferred. The BWB MSBU reserves the right to award on an "all-or-none" basis or "location-by-location" basis whichever is in the best interest of the BWB MSBU.

SECTION 3.9 PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the BWB MSBU; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the BWB MSBU; and may not transact business with the BWB MSBU.

SECTION 3.10 DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to the BWB MSBU; may not submit a proposal on a contract with the BWB MSBU; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with the BWB MSBU; and may not transact business with the BWB MSBU and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Title XIX, Section 287.017, for CATEGORY TWO (\$25,000 limit) for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 3.11 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies, including the BWB MSBU.

All offerors must also disclose the name of any County officer or employee, including the BWB MSBU, who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must submit a statement with the proposal, if he is an officer or employee of the County, including the BWB MSBU, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

SECTION 3.12 DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the MSBU for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

NOTE: For bidder's convenience, this certification form is included in the **BIDDER SUPPLEMENTAL INFORMATION** section and is made a part of the bid package.

SECTION 3.13 CONTRACTORS INSURANCE REQUIREMENTS

1. Insurance Requirements:

- A. The Contractor shall not commence any work in or for the BWB MSBU until it as obtained all required insurance and such insurance has been approved by the MSBU.
- B. Certificates of Insurance must be submitted to the MSBU evidencing required Insurance as a part of all quotes or bids to perform work for the MSBU.
- D. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A. M. Best & Co., Inc.
- E. The MSBU reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- F. The Contractor will cause his insurance provider to forward Certificates of Insurance to the MSBU for all renewal policies for which the MSBU holds a Certificate of Insurance on an expiring policy.

2. **Required Insurance**

- A. Workers' Compensation Insurance: The Contractor shall secure and maintain during the life of the contract Workers' Compensation insurance for all employees employed. In case any work is sublet by the Contractor, the Contractor will require the Subcontractor to provide Workers' Compensation insurance for all employees. Such insurance shall comply with the Florida Workers' Compensation Law.
- B. Business Automobile and Public Liability Insurance: The Contractor shall maintain Business Automobile Liability insurance coverage during the life of the contract. The insurance shall include Owned, Non-Owned and Hired motor vehicle coverage.
- C. The contractor shall carry Public Liability insurance providing coverage against all other Bodily Injury, Property Damage and Personal Injury claims. This Liability insurance shall provide coverage for premises, operations, products and completed operations and include contractual liability coverage.

All Liability Insurance shall be written on an occurrence basis and shall not be written on a "claims-made" basis.

Limits of Liability: Workers' Compensation

<u>State</u>	<u>Statutory</u>
Employers Liability	\$500,000 each accident

Business Automobile	\$500,000 Combined Single Limit
Public Liability	\$500,000 Combined Single Limit

3. **Notice of Claims**

- A. The Contractor agrees to report any incident or claim that results from the performance of a contract with the MSBU within 10 days of the Contractor's knowledge of incident or claim.

4. **Indemnification and Hold Harmless**

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold Harmless the MSBU, its officers, board members and administrative contractors from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused or contributed to by the Contractor and/or other persons employed or utilized by the Contractor in the performance of a contract with the MSBU.

5. **This agreement is made a part of all contracts.**

- A. These "Contractors Insurance Requirements" are hereby incorporated and made a part of any and all contracts between the Contractor and the MSBU.

6. **Certificate of Good Standing for State of Florida** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

7. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Bidder Supplemental Information
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Federal E-Verify
- E. Cone of Silence Form
- F. Recycled Content Form
- G. Indemnification and Hold Harmless
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet-attached-pages 45-55
- L. Anti-Collusion Statement
- M. Prohibition to Lobbying
- N. Governmental Debarment & Suspension
- O. Vendors on Scrutinized Companies List
- P. References
- Q. Certificate of Good Standing for State of Florida-see above*

BIDDER SUPPLEMENTAL INFORMATION

The intent of this sheet is to provide additional specific information to the BWB MSBU as to the ability of the Bidder to complete the project. It is understood that the actual equipment and manpower on the project site may vary depending on the work being performed at a given time. Attach additional sheets as needed.

Estimated number of days required to perform routine services each week.
2 days

Equipment that will be required to accomplish required routine service each week:
(Required information)

Make	Year
Ford F250	2021
20 Ft. enclosed trailer	2019
Exmark 72 in. mower	2020
Exmark 52 inch mower	2020
Hurricane Blower	2017
Toro Spray rig	2018

(Please provide manufacturer's descriptive material of equipment to be utilized.)

Manpower that will be required to accomplish required routine service each week:

4-5 man Crew

Other information that may be pertinent to these services:

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 8/24/2021

SIGNATURE: 

COMPANY: BrightView Landscape Ser.

NAME: Danny Willcox
(Typed or Printed)

ADDRESS: 9986 State HWY 20 West

Freeport FL 32439

TITLE: Senior Branch Manager

PHONE: 850-280-7040

E-MAIL: Danny.willcox@brightview.com

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

NAME(S) POSITION(S)

FIRM NAME: BrightView Landscape Services Inc.

BY (PRINTED): Danny Willcox

BY (SIGNATURE): 

TITLE: Senior Branch Manager

ADDRESS: 9986 State HWY 20 West Freeport FL 32439

PHONE NO.: 850-280-7040

E-MAIL: Danny.willcox@brightview.com

DATE: 8/24/2021

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 8/24/2021

SIGNATURE: 

COMPANY: Brightview Landscape Ser.

NAME: Danny Willcox

ADDRESS: 9986 State HWY 20 West
Freeport FL 32439

TITLE: Senior Branch Manager

E-MAIL: danny.willcox@brightview.com

PHONE NO.: 850-280-7040

CONE OF SILENCE


The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing BrightView Landscape Services Inc.
Signature Company Name

On _____ day of _____ 2021, I hereby agree to abide by the County’s “Cone of
this 24 August
Silence Clause” and understand violation of this policy shall result in disqualification of my
proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: N/A or Recycled N/A (Check the applicable blank). If
Virgin N/A recycled,
what
percentage _____ %.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes N/A No N/A

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes N/A No N/A

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Proposer: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

BrightView Landscape Services

Respondent's Company Name



Authorized Signature – Manual

9986 State HWY 20 West Freeport FL 32439

Physical Address

Danny Willcox

Authorized Signature – Typed

Same as Above

Mailing Address

Senior Branch Manager

Title

850-280-7040

Phone Number

850-280-7043

FAX Number

850-974-3620

Cellular Number

After-Hours Number(s)

8/24/2021

Date

Danny.willcox@brightview.com

Email

COMPANY DATA

Respondent's Company Name: BrightView Landscape Services Inc.

Physical Address & Phone #: 9986 State HWY 20 west

Freeprt FL 32439

850-280-7040

Contact Person (Typed-Printed): Vivian Rodriguez

Phone #: 850-280-7040

Cell #: 850-865-2510

Email: Vivian.rodriguez@brightview.com

Federal ID or SS #: 95-4194223

Respondent's License #: M07000001377 Sec. of St. ID#

Respondent's DUNS #: 14780863

Fax #: 850-280-7040

Emergency #'s After Hours,
Weekends & Holidays: 850-461-6533

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

€ If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

€ Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name:	<u>BrightView Landscape Services Inc.</u>
Entity Address:	<u>980 Jolly Rd. Suite 300, Blue Bell, PA 19422</u>
Duns Number:	<u>1447780863</u>
CAGE Code:	<u></u>

ADDENDUM ACKNOWLEDGEMENT
2021-01

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE
#1	8/17/2021

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

BrightView Landscape Services Inc.

Respondent's Company Name

9986 State HWY 20 west

Address

Freeport FL 32439

City/State/Zip

850-280-7040

Phone #

95-4194223

Federal ID # or SS #



Authorized Signature – Manual

Danny Willcox

Authorized Signature – Typed

Senior Branch Manager

Title

850-280-7043

Fax #

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)


The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Brightview Landscape, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.* apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Danny Willcox

Name and Title of Contractor's Authorized Official

8/24/2021

Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Danny Willcox
Printed Name

8/24/2021
Date


Signature

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 8/24/2021

SIGNATURE: 

COMPANY: Brightview Landscape

NAME: Danny Willcox
(Typed or Printed)

ADDRESS: 9986 State hwy 20 west
Freeport FL 32439

TITLE: Senior Branch Manager

E-MAIL: danny.willcox@brightview.com

PHONE NO.: 850-280-7040

LIST OF REFERENCES

1. Owner's Name and Address: Tracie Martin - CAM Firm

Contact Person: Tracie Martin Telephone # (850) 424-5751

Email: traice@thecamfirm.com

2. Owner's Name and Address: Pensacola State College

Contact Person: Dianne Bracken Telephone # (850) 484-1175

Email: dbracken@pensacolastate.edu

3. Owner's Name and Address: Pensacola Christian College

Contact Person: Brian Wilson Telephone # (850-) 982-1711

Email: bwilson@pcci.edu

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

State of Florida

Department of State

I certify from the records of this office that BRIGHTVIEW LANDSCAPE SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on December 15, 1988.

The document number of this corporation is K51636.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 6, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of August,
2021*



Randy R. Lee
Secretary of State

Tracking Number: 7471132459CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BRIGHTVIEW
BLUEWATER BAY - MSBU

BrightView ™
Landscape Services

08.24.2021



Dear: Laura Landsberger

BrightView is pleased to submit a professional landscape proposal for Bluewater Bay MSBU. Our entire team is very excited for the opportunity to continue to work with you.

The enclosed proposal was developed based on your feedback and bid specifications. It will demonstrate how our experienced and skilled team will achieve your landscape goals and keep your property looking its best. Within the first 90 days on the job and throughout our service commitment, you will see a noticeable difference in how we conduct business. We have structured our proposal with the following key points as the foundation of our approach:

- **A Smooth Transition And Organized Approach** – We can make changing providers easy. Our proposed approach and Master Operations Plan should give you comfort in knowing that we are organized, staffed, equipped, and ready to hit the ground running. We can lessen your workload and give you greater flexibility to meet the rigorous demands of your schedule. An added bonus and one less thing to worry about, now or in the future, is that our proposal is not contingent upon being provided space to facilitate our services.
- **Communication Catered To Your Style**– Our goal is to communicate proactivity and interactively with your organization. We are committed to providing you with the information you need in a timely manner and in the format you find most useful. We will strive to avoid surprises. Our organization has undergone some positive changes as well. Your Account Manager will be Tony Buris, who has a Production Manager working directly under him, who is responsible for managing the entire crew, all horticultural planning, preventing and/or addressing any and all horticultural issues and immediate needs. This allows Tony more time to spend with you, come up with a strategic plan for your property, and help budget, plan, and achieve your goals.
- **Resources That Add Value** – It is our desire to understand what is most important to you. We are proud to be able to offer a depth of services and resources that add value to Bluewater Bay. These resources stretch beyond our buying power, highest safety standards, and top of the line equipment and personnel, but our ability to step in and help when it matters most. We understand the ebbs and flows of business better than anyone, and that is why we stay true to our partners and offer budget workshop meetings for landscape goals, quarterly reviews, and above all, compassion. Yes, we are business-minded, as we should be, but it is not without a strong passion that we help you succeed, and when you succeed, we succeed.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with BrightView, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at (850) 429-3777 or by email at Bradley.morrison1@brightview.com.

Sincerely,

Bradley Morrison
Business Developer
Brightview Landscape Services

Bradley Morrison



Attachment "B"
Insurance Requirements



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers'



Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability



3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.



CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.



Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



Attachment "C"
Civil Rights Clauses



Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)



Attachment "D"
Scrutinized Contractors Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____