BrightView
Landscape Services

Proposal for Extra Work at Bluewater Bay MSBU

Property Name	Bluewater Bay MSBU	Contact	Laura Landsberger
Property Address	4400 Highway 20 Suite 312 Niceville, FL 32578	To	Bluewater Association Management LLC
		Billing Address	Po Box 5263 Niceville, FL 32578

Project Name	BWB MSBU - Circle Area Cut-Back Upper and lower areas
Project Description	BWB MSBU - Circle Area Cut-Back Upper and lower areas

Scope of Work

Bluewater Blvd. & Southwind Dr. Round-a-bout:

* from white and blue BWB roadside sign, through round-a-bout, down to 25mph sign. Mirror these specs on opposite side of Bluewater Blvd. (street lights)

*Southwind Dr., from Round-a-bout, down Southwind to Street lights / appx. end of center median:

- kick back, elevate, all vegetation growing out over and into the planted landscaping bordering above listed roads.
- elevating necessary low limbs / trees for clearance

* create a space / gap / etc.. between natural area vegetation and landscaped vegetation. Vine mitigation.

Material/Description	Unit Price	Total
Additional Labor with with truck and Heavy Power Equipment - *** Tree cutback - Elevation of limbs where necessary	$125.00	$4,551.07
Green Debris Removal and Disposal	$1,298.93	$1,298.93

CONTRACT: C22-3150-PW
BRIGHTVIEW LANDSCAPE SERVICES, INC.
LANDSCAPE SERVICES FOR BLUEWATER BAY MSBU
EXPIRES: 12/31/2024 W/2 1 YR RENEWALS

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.

9986 State Hwy 20 W Bldg 100, Freeport, FL 32439 ph. (850) 280-7040 fax (850) 267-0216

Proposal for Extra Work at Bluewater Bay MSBU

Other

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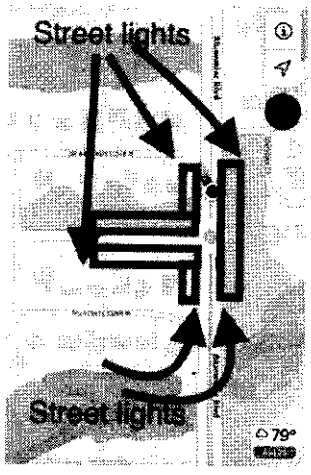

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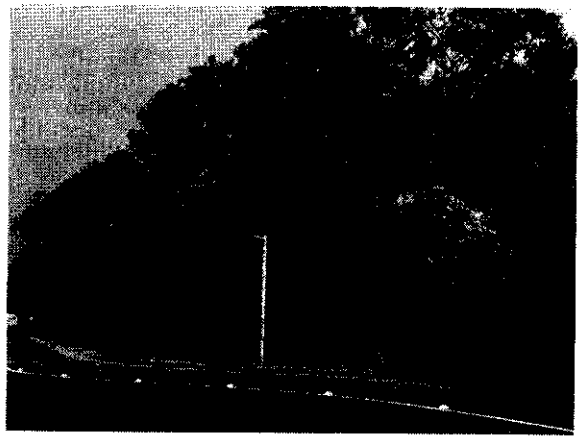

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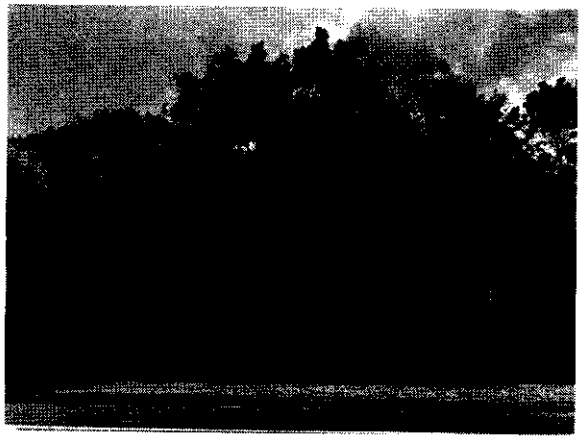

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For internal use only

SO#	7579592
JOB#	361700161
Service Line	300

Total Price $5,850.00

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TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.

2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

4. **Taxes**: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.

5. **Insurance**: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. **Liability**: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

7. **Subcontractors**: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

8. **Additional Services**: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate

9. **Access to Jobsite**: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

10. **Invoicing**: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.

11. **Termination**: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.

12. **Assignment**: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

13. **Disclaimer**: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation**: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of $150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal**: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.

16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract
Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	Manager
Signature	Title
Laura Landsberger	April 19, 2022
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

	Account Manager
Signature	Title
Anthony Burris	April 19, 2022
Printed Name	Date

Job #: 361700161 Proposed Price: $5,850.00

SO #: 7579592