



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: *May 4, 2023*

PR No:

Requestor: *MS BU Board of Directors*

Phone No: *850 279 6050*

Department/Division:

Item Description:

See attach

CONTRACT #: C22-3150-PW

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Landscape Services for Bluewater Bay MSBU

EXPIRES: 12/31/2024 W/ (2) 1 YR RENEWAL

Vendor: *Brightview*

Vendor's Address:

*9986 State Hwy 20
Freeport, FL 32439*

Vendor's Telephone No:

850.461.6533

Point of Contact: *Tony Barri's*

Single Source

Justification:

(attach additional docs if any)

See attach

Check One:

The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)

Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Other, additional justification required (continue on blank page as needed)

Requesting Department Director Signature (or authorized Designee)

Date *May 4, 2023*

REVIEW BY OMB AND PURCHASING

Approved:

OMB and Purchasing Department Comments:

Approved.

Denied:

Faye Douglas

Digitally signed by Faye Douglas
Date: 2023.05.04 10:43:19 -05'00'

OMB Director Signature

Dublin

Date

5/4/2023

Manager

From: Manager <manager@bam.gccoxmail.com>
Sent: Thursday, May 4, 2023 9:24 AM
To: 'Debbie Stretch'; 'debbiesoldit@cox.net'; 'Denise Fuller'
Cc: 'office@bam.gccoxmail.com'; 'admin@bam.gccoxmail.com'
Subject: RE: MSBU

At the April 25th meeting the MSBU Board of Directors approved a project to remove the remaining Bradford Pear Trees on Bluewater Blvd.

This ongoing project has been a work in progress done solely by Brightview Landscape. The estimate is \$53,547.39.

Our request is to accept this estimate without going out for bids. Brightview started this project several years ago and the Board has been removing trees as the budget allowed. These trees have been declining quickly over the last several years. In some states they have become an evasive species. During storms they lose large limbs and, in some cases, completely break in half. They become a danger to the roadways and have to be removed which is costly. In addition, Brightview takes care of all the irrigation. We would like the trees to all come from the same supplier to ensure they are a close match.

Laura Landsberger, CAM

Association Manager

*Bluewater Association Management, LLC
4400 E. Hwy 20, Suite 311
Niceville, Florida 32578
850-279-6050 (office)
www.bluewaterassociationmanagement.com*

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BRIGHTVIEW LANDSCAPE SERVICES, INC.
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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
		Customer PO#	C23-3293-PW
Project Name	Enh - BWB MSBU - Bradford Pear Replacement - Remainder of the Trees down BWB blvd.		
Project Description	Enh - BWB MSBU - Bradford Pear Replacement - Remainder of the Trees down BWB blvd.		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
372.36	UNIT	Removal of Existing Pear Trees - (includes disposal) - ** Additional labor with truck and Light power equipment - \$45 per unit	\$45.00	\$16,756.20
61.41	UNIT	Stump Grind below grade - Additional labor with Heavy power equipment - \$125 per unit	\$125.00	\$7,676.49
35.00	EACH	Crepe Myrtle, White - Lagerstroemia Indica 'Natchez' - 12'- 14' Ht. - Material Cost with maximum of 20% markup \$328.75 + \$65.00 = \$393.75 per tree	\$393.75	\$13,781.25
61.68	UNIT	Installation of Trees - Additional labor with Heavy power equipment - \$125 per unit	\$125.01	\$7,710.44
35.00	LUMP SUM	Freight / Shipping / Delivery - Semi Truck deliver to the site (multiple)	\$64.20	\$2,247.00
51.72	UNIT	Addition of Bubbler for irrigation of new tree (Labor Only) - Irrigation Service Tech with one laborer - \$95 per unit	\$95.00	\$4,913.65
35.00	EACH	Addition of Bubbler for irrigation of new tree (Parts only) - Material Cost (includes shipping) with maximum of 20% markup \$11.01 (cost per tree) + 2.20 (20%) = \$13.21 per tree	\$13.21	\$462.35

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BRIGHTVIEW LANDSCAPE SERVICES, INC.
 Landscape Services for Bluewater Bay MSBU
EXPIRES: 12/31/2024 W/ (2) 1 YR RENEWAL

For internal use only

SO# So8062995
 JOB# 361700161
 Service Line 130

Total Price \$53,547.38

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 9986 State Hwy 20 W Bldg 100, Freeport, FL 32439 ph. (850) 280-7040 fax (850) 267-0216

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 requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. 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.
10. Access to Jobsite Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
11. Payment Terms Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment The Customer 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 Customer 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.
14. 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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

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

16. 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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 Customer's expense.
17. 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

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. 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 15 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


 Signature _____ Title **Manager**

Laura Landsberger **May 04, 2023**
 Printed Name Date


BrightView Landscape Services, Inc. "Contractor"
Account Manager

Signature _____ Title
Anthony Burris **May 04, 2023**

Printed Name Date

Job #: **361700161**

SO #: **8062995** Proposed Price: **\$53,547.38**


Debbie Stretch
Landscape Chair