

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/27/2021

Contract/Lease Control #: C21-3104-WS

Procurement#: QUOTE

Contract/Lease Type: AGREEMENT

Award To/Lessee: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/27/2021

Expiration Date: 11/26/2021

Description of: LANDSCAPE MANAGEMENT SERVICES

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS



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 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 Madril Insurance P. O. Box 617 Cantonment FL 32533		CONTACT NAME: Wanda Nodhturft PHONE (A/C, No, Ext): (850) 476-2733 E-MAIL ADDRESS: wanda@madrilinsurance.com FAX (A/C, No): (850) 476-2753	
INSURED Gulf Coast Environmental Contractor 1765 E Nine Mile Rd Ste 1 # 11 Pensacola FL 32514-5480		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company NAIC # 10190 INSURER B: Auto-Owners Insurance Co 18988 INSURER C: Markel Insurance 38970F INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2192410070 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			78670969	3/13/2021	3/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5167096900	3/13/2021	3/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5167096902	3/13/2021	3/13/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Following Form \$
C	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 <input type="checkbox"/> N/A	MWC0014382-11	10/5/2021	10/5/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment			78670969	3/13/2021	3/13/2022	Leased/Rented Equipment 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be a Blanket Additional Insured with Products and Completed Operat: applies when required by written contract with respects to Ger and Blanket Waiver of Subrogation applies when required by wri General Liability & Auto are Primary and Non-Contributory. BJ required by written contract with respects to Work Comp. Umbr

CONTRACT#: C21-3104-WS
GULF COAST ENVIRONMENTAL CONTRACTORS INC
LANDSCAPE MANAGEMENT SERVICES
EXPIRES: 11/26/2021

CERTIFICATE HOLDER dmason@myokaloosa.com Okaloosa County Purchasing Dept 5479-A Old Bethel Road 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 W Nodhturft/NODHTU
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2021

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.

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PRODUCER Madril Insurance P. O. Box 617 Cantonment FL 32533	CONTACT NAME: Wanda Nodhturft
	PHONE (A/C, No, Ext): (850) 476-2733 FAX (A/C, No): (850) 476-2753
	E-MAIL ADDRESS: wanda@madrilinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Southern-Owners Insurance Company NAIC # 10190
	INSURER B: Auto-Owners Insurance Co 18988
	INSURER C: Markel Insurance 38970F
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL213909282 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5167096900	3/13/2021	3/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5167096902	3/13/2021	3/13/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	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 N/A	MWC0014382-10	10/5/2020	10/5/2021	<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
A	Contractors Equipment			78670969	3/13/2021	3/13/2022	Leased/Rented Equipment 100,000

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

Blanket Additional Insured with Products and Completed Operations and Blanket Waiver of Subrogation applies when required by written contract with respects to General Liability. Blanket Designated Insured and Blanket Waiver of Subrogation applies when required by written contract with respects to Auto. General Liability & Auto are Primary and Non-Contributory. Blanket Waiver of Subrogation applies if required by written contract with respects to Work Comp. Umbrell

CERTIFICATE HOLDER

dmason@myokaloosa.com

Ocalaosa County Purchasing Dept
5479-A Old Bethel Road
Crestview, FL 32536

CANCEL

SHOULD THE EX ACCOR.

AUTHORIZED REPRESENTATIVE

W Nodhturft/NODHTU

CONTRACT#: C21-3104-WS
GULF COAST ENVIRONMENTAL CONTRACTORS, INC.
LANDSCAPE MANAGEMENT SERVICES
EXPIRES: 11/26/2021

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

Procurement/Contract/Lease Number: T30 Tracking Number: 443121
Procurement/Contractor/Lessee Name: Gulf Coast Environmental Grant Funded: YES ___ NO X
Purpose: Landscaping maintenance
Date/Term: 90 days from synch 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: multiple 3. \$50,000 OR LESS
Amount: _____
Department: WS Dept. Monitor Name: Littell

Purchasing Review

Procurement or Contract/Lease requirements are met:
Whitman Date: 8-24-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO federal law Grant Name: _____

Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see email attached 8-24-21 Date: _____

Date: _____
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached 8-24-21 Date: _____

Date: _____
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, August 24, 2021 12:22 PM
To: DeRita Mason
Cc: Kerry Parsons; Lisa Price
Subject: Re: 90 day landscape contract
Attachments: gcec 8.24.21.docx

You will need to also include the procurement under Attachment A. Currently there is no detailed description of the scope of services/locations. With that addition and changes as attached, this is approved as to legal sufficiency.

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, August 24, 2021 12:37:37 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Lisa Price
Subject: 90 day landscape contract

Ladies,
Can I get this reviewed today? I need to get it to the vendor and we need to get this contract started ASAP.
Thank you,

DeRita Mason



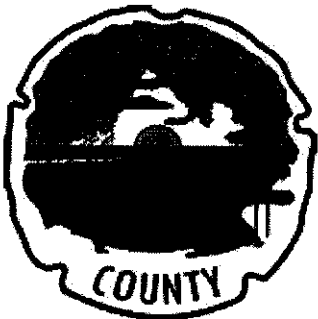
DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Lisa Price
Sent: Tuesday, August 24, 2021 3:46 PM
To: DeRita Mason
Subject: RE: 90 day landscape contract

I just approved this one.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL 32536
(850) 689-5979
lprice@myokaloosa.com



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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 <dmason@myokaloosa.com>
Sent: Tuesday, August 24, 2021 11:38 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: 90 day landscape contract
Importance: High



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation

GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

Filing Information

Document Number P01000074466
FEI/EIN Number 59-3735170
Date Filed 07/28/2001
State FL
Status ACTIVE

Principal Address

251 E JOHNSON AVE.
 PENSACOLA, FL 32514

Changed: 04/07/2014

Mailing Address

1765 E NINE MILE RD. STE 1, #110
 PENSACOLA, FL 32514

Changed: 04/07/2014

Registered Agent Name & Address

HAYES, TRACY C
 1765 E NINE MILE RD. STE 1, #110
 PENSACOLA, FL 32514

Address Changed: 04/07/2014

Officer/Director Detail

Name & Address

Title P

HAYES, TRACY C
 1765 E NINE MILE RD. STE 1, #110
 PENSACOLA, FL 32514

Annual Reports

Report Year	Filed Date
2019	04/17/2019
2020	04/08/2020

2021

04/14/2021

Document Images

04/14/2021 -- ANNUAL REPORT	View image in PDF format
04/08/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
04/05/2018 -- ANNUAL REPORT	View image in PDF format
02/07/2017 -- ANNUAL REPORT	View image in PDF format
03/22/2016 -- ANNUAL REPORT	View image in PDF format
03/30/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- ANNUAL REPORT	View image in PDF format
04/05/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
04/28/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
05/01/2003 -- ANNUAL REPORT	View image in PDF format
03/28/2002 -- ANNUAL REPORT	View image in PDF format
07/28/2001 -- Domestic Profit	View image in PDF format

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND GULF COAST ENVIRONMENTAL CONTRACTORS, INC.**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 27th day of August, 2021, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Gulf Coast Environmental Contractors, Inc., a Florida Profit Company, authorized to do business in the State of Florida whose address is 1765 East Nine Mile Road, Suite 1, #110, Pensacola, FL 32514 (hereinafter referred to as "Contractor") whose Federal I.D. # is 59-3735170.

RECITALS

WHEREAS, the County is in need of a contractor to provide Landscape Management Services ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County solicited written quotes to 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 County wishes to enter into this Agreement with Contractor to provide the Services to the County based on the rates attached in Exhibit "A", 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" – Contractor's written quote and Scope of Work;

Attachment "B" – Insurance Requirements;

Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities

Attachment "D" – Vendors on Scrutinized List;

2. Services. Contractor agrees to perform the following services, Landscape Management Services. The services will be performed twice per month at all Airport, Tourist Development Beach Access way locations. The services will be performed once per month at the Waterwell locations, sewer pump stations, water tank sites and WRF's. Please see Attachment "A" further detail of all locations. 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 County. 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 County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed and shall continue for a period of ninety (90) days, subject to the County'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 not be renewed.

4. Compensation. The Contractor agrees to provide the Services to the County, based on the rates attached in Exhibit "A".

- a. Contractor shall submit an invoice to the County monthly. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County 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 County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County 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 County. If the County 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 County'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 County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County 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 County 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 County 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 County 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 County may terminate this Agreement, and the County 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, County 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 County and the County 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 County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County 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.

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 County, 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 County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY 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 County 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 County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County 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 County 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 County:	Jeff Littrell, Director 1804 Lewis Turner Blvd. Fort Walton Beach, FL 32547 850-651-7171 jlittrell@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Kyle Brown Gulf Coast Environmental Contractors, Inc. 1765 East Nine Mile Road Suite 1, #110 Pensacola, FL 32514 850-433-6770 kyle@gcecinc.com	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. 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 County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County 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 County'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 County 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 formal quote 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 County 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 County 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 County 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 County 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 County to enter into any litigation to protect the interests of the County. 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, county, 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, county, 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 County 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 County'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 County, its agents, representatives, officers, directors, officials and employees 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 County 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 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 County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County 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 County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County 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 County, nor is the Contractor authorized to use the County'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 County'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 County'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 County shall provide notice, in writing, to the Contractor of the County'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 County's determination of false certification was made in error, then the County 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 "A", "B", and "C" and D.

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.

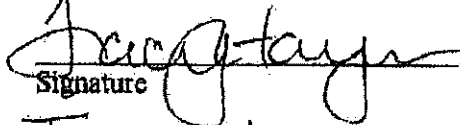
25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

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 County 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.

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

GULF COAST ENVIRONMENTAL CONTRACTORS, INC.:


Signature

TITLE: President

Tracy Hayes
Printed Name

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad Digitally signed by John Hofstad
Date: 2021.08.27 14:07:40
-05'00'
John Hofstad, County Administrator

Attachment "A"

Bid from Vendor/Quote for Additional Work

BID REQUIREMENTS

LANDSCAPE MANAGEMENT SERVICES

BID REQUIREMENTS

The successful respondent shall perform its landscape management services upon the premises owned by the County and described below in table referenced as 'Landscape Management Services Locations'.

The turf and planting areas in and surrounding the premises shown in the Landscape Management Services Locations table are to be maintained under the following terms:

Trees. Tree surgery, major tree pruning, spraying of trees for insects or disease and tree removal will be done at the expense of the County. Such work will not be undertaken without the approval of the County. Pruning of trees, except Palms, will only be done to a height reachable from the ground. Pruning shall also include cutting back of old growth vegetation. Trimming of small trees, hedges/bushes to be completed twice annually. Palms will be pruned once a year in the winter months to remove dead fronds. Landscape trees shall be fertilized two times per year with slow release fertilizer. The fertilization of pine trees and original site trees is excluded from this contract. If fertilization is required, it shall be on a negotiated basis.

Special attention will be given to shrubs and trees that pose a potential for damage to siding, trim and rooflines due to proximity or overcrowding. Pruning shall provide safe clearance from the buildings and access to utility meters.

This pruning and shaping activity shall include an evaluation of need for staking and buying of plants and trees to promote best possible growth habit.

Irrigation Damage. Any damage done by Contractor's maintenance operations will be repaired at no cost to the County. Major system repairs shall be done with County concurrence and approval.

Storm Damage. The Contractor shall not be responsible for cleaning after or removing the debris or results of damage caused by major flooding and hurricanes or other "Acts of God" as part of this contract.

Normal Litter. The Contractor shall pick up all bottles, cans, fallen Palm fronds and bits of paper and other debris from the premises on a weekly basis and will be responsible for meeting all applicable disposal requirements.

Mowing. Turf will be mowed on a scheduled basis, with mowing intervals not exceeding thirty (30) calendar days unless otherwise specified in the schedule of activities. Clippings shall be either vacuumed or blown off walks, roadways and curbs. All turf is to be mowed at intervals as required by growth rate to maintain a manicured appearance. At no time shall weeds be allowed to mature to seed. Fences shall be kept clear of vines and other growth.

Edging. The Contractor shall edge walks, patios and parking areas, etc., by mechanical means once per month during the growing season. Streets and roadways shall be mechanically edged quarterly to maintain a clean, neat appearance. All debris shall be swept, vacuumed or blown off walkways, curbs and other hard surfaces.

Erosion Control. The Contractor shall take all measures necessary to control erosion caused by rainfall or other natural conditions and notify the County of such areas.

Rubbish Disposal. Disposal of debris removed from the site, such as grass clippings, pruning clippings, trash, etc., will be done in the most economical way; costs of which are to be specifically included in this agreement. Contractor will dispose of all debris in accordance with Federal, State and County laws. Contractor is encouraged to shred clean debris, generated on site, for mulch to be utilized on site, to reduce disposal costs.

Extra Services

Extra Services shall be provided at an hourly rate. Hours for extra services shall be determined prior to work starting.

Extra Services shall include such services such as laying sod, remedial landscape replacement of dead plants and the planting of annuals, etc.

Mulch. The Contractor shall mulch areas as requested by the County each year with pine straw mulch or bark. This shall be performed once in the spring and once in the autumn unless noted otherwise on the schedule. If mulching is required by the County, fee shall be in accordance with “Extra Services”.

Turf Over Seeding. The Contractor shall over seed all turf areas in October with perennial rye, at not less than four (4) pounds per 1,000 square feet to keep a neat green appearance throughout the year. Included is an application of fertilizer to maintain a good growing condition for the rye. Fee shall be in accordance with “Extra Services”.

Invoice Requirements:

Invoicing must include:

- 1) Name and address of Contractor
- 2) Invoice date
- 3) Invoice #
- 4) Contract # and location
- 5) Name and address of official to whom payment is to be sent
- 6) Federal Identification #

LANDSCAPE MANAGEMENT SERVICES WATER & SEWER LOCATIONS

	NAME	FREQUENCY
WEST COUNTY AREA LIFT STATIONS		
1	AUSTIN AVENUE	JAN - DEC, 1/MONTH
2	BROOKWOOD	JAN - DEC, 1/MONTH
3	CHATEAU	JAN - DEC, 1/MONTH
4	CHATEAU 1	JAN - DEC, 1/MONTH
5	COMMERCE	JAN - DEC, 1/MONTH
6	EMERALD POINT	JAN - DEC, 1/MONTH
7	GRAHAM DRIVE	JAN - DEC, 1/MONTH
8	GREEN DRIVE, EGLIN	JAN - DEC, 1/MONTH
9	LAMAR WEST	JAN - DEC, 1/MONTH
10	MARINERS COVE	JAN - DEC, 1/MONTH
11	NEPTUNE DRIVE	JAN - DEC, 1/MONTH
12	PARRISH POINT ROAD	JAN - DEC, 1/MONTH
13	PARRISH BAY DRIVE	JAN - DEC, 1/MONTH
14	PETITE CHATEAU	JAN - DEC, 1/MONTH
15	QUAIL HOLLOW	JAN - DEC, 1/MONTH
16	ROSEWOOD DRIVE	JAN - DEC, 1/MONTH
17	SOUTH 98 E BAY OAKS	JAN - DEC, 1/MONTH
18	SANDY POINT	JAN - DEC, 1/MONTH
19	SEAVIEW	JAN - DEC, 1/MONTH
20	TARPON DRIVE	JAN - DEC, 1/MONTH
21	SEQUOIA	JAN - DEC, 1/MONTH
22	TIMBERLAKE DRIVE	JAN - DEC, 1/MONTH
23	EVERGREEN	JAN - DEC, 1/MONTH
24	WYNNHAVEN ROAD	JAN - DEC, 1/MONTH
EAST COUNTY AREA LIFT STATIONS BEACH		
25	BEACH	JAN - DEC, 1/MONTH
26	CREDIT UNION	JAN - DEC, 1/MONTH
OTHER		
27	BEAL STREET	JAN - DEC, 1/MONTH
28	CIRCLE DRIVE	JAN - DEC, 1/MONTH
29	CLIFFORD	JAN - DEC, 1/MONTH
30	CLOVERDALE	JAN - DEC, 1/MONTH
31	CROSSWINDS LANDING	JAN - DEC, 1/MONTH
32	DENTON	JAN - DEC, 1/MONTH
33	ECHO CIRCLE	JAN - DEC, 1/MONTH
34	EMERALD VILLAGE	JAN - DEC, 1/MONTH
35	F M	JAN - DEC, 1/MONTH
36	GAP CREEK	JAN - DEC, 1/MONTH
37	GREEN ACRES #1	JAN - DEC, 1/MONTH

38	GREEN ACRES #2	JAN - DEC, 1/MONTH
39	HIGHGROVE COURT	JAN - DEC, 1/MONTH
40	JONQUIL	JAN - DEC, 1/MONTH
41	LANDVIEW	JAN - DEC, 1/MONTH
42	LOVEJOY	JAN - DEC, 1/MONTH
43	NORTHRIDGE CREEK	JAN - DEC, 1/MONTH
44	OAKMONTE	JAN - DEC, 1/MONTH
45	ODDFELLOW	JAN - DEC, 1/MONTH
46	OVERBROOK	JAN - DEC, 1/MONTH
47	PARKVIEW	JAN - DEC, 1/MONTH
48	PINE ALLEY	JAN - DEC, 1/MONTH
49	PINE MEADOWS	JAN - DEC, 1/MONTH
50	SUMMERHILLS	JAN - DEC, 1/MONTH
51	TANGLEWOOD	JAN - DEC, 1/MONTH
52	TIMBERLAND	JAN - DEC, 1/MONTH
53	VICKIE LEIGH ROAD	JAN - DEC, 1/MONTH
54	VIRGINIA	JAN - DEC, 1/MONTH
55	WEST SUNSET	JAN - DEC, 1/MONTH
56	WILLOWBEND	JAN - DEC, 1/MONTH
57	MAJESTIC OAKS	JAN - DEC, 1/MONTH
58	CARL BRANDT	JAN - DEC, 1/MONTH
59	COLLEGE	JAN - DEC, 1/MONTH
60	EGLIN PARKWAY	JAN - DEC, 1/MONTH
61	HILL CREST	JAN - DEC, 1/MONTH
62	LAKE LORRAINE	JAN - DEC, 1/MONTH
63	POQUITO	JAN - DEC, 1/MONTH
64	SHALIMAR	JAN - DEC, 1/MONTH
65	SHERWOOD	JAN - DEC, 1/MONTH
66	SNUG HARBOR	JAN - DEC, 1/MONTH
67	WIMBLEDON WAY	JAN - DEC, 1/MONTH
68	EASTVIEW	JAN - DEC, 1/MONTH
69	HARRELSON	JAN - DEC, 1/MONTH
70	HARRIS STREET	JAN - DEC, 1/MONTH
71	MOONEY ROAD	JAN - DEC, 1/MONTH
72	STAR DRIVE	JAN - DEC, 1/MONTH
73	WHISPERWOOD	JAN - DEC, 1/MONTH
74	MARLOWE	JAN - DEC, 1/MONTH
75	NEWCASTLE	JAN - DEC, 1/MONTH
76	COUNTRY CLUB	JAN - DEC, 1/MONTH
77	DAVIS	JAN - DEC, 1/MONTH

78	LAKE POINTE	JAN - DEC, 1/MONTH
79	LINKS	JAN - DEC, 1/MONTH
80	MEIGS DRIVE	JAN - DEC, 1/MONTH
81	SHALIMAR POINTE	JAN - DEC, 1/MONTH
POCAHONTAS		
82	LARATTE CRESCENT	JAN - DEC, 1/MONTH
83	POCAHONTAS	JAN - DEC, 1/MONTH
DOVE ROAD		
84	DOVE ROAD#2	JAN - DEC, 1/MONTH
85	MONAHAN	JAN - DEC, 1/MONTH
86	WOODHAM	JAN - DEC, 1/MONTH
ISLANDS		
87	ISLAND 1	JAN - DEC, 1/MONTH
88	ISLAND 3	JAN - DEC, 1/MONTH
89	ISLAND 4	JAN - DEC, 1/MONTH
90	MAIN ISLAND	JAN - DEC, 1/MONTH
PUMP STATIONS		
90	EGLIN MAIN PUMP STATION	JAN - DEC, 1/MONTH
91	7TH SPECIAL FORCES PUMP STATION	JAN - DEC, 1/MONTH
TELEPHONE		
92	LONGWOOD	JAN - DEC, 1/MONTH
93	NEWCASTLE	JAN - DEC, 1/MONTH
94	GREEN STREET	JAN - DEC, 1/MONTH
95	SHALIMAR	JAN - DEC, 1/MONTH
96	HAWKINS	JAN - DEC, 1/MONTH
97	COURTHOUSE ANNEX	JAN - DEC, 1/MONTH
98	GREEN ACRES	JAN - DEC, 1/MONTH
99	NORTHGATE	JAN - DEC, 1/MONTH
100	LOWERY	JAN - DEC, 1/MONTH
101	FORREST AVENUE	JAN - DEC, 1/MONTH
ISLAND PUMP STATION		
102	ISLAND PUMP STATION	JAN - DEC, 1/MONTH
GALLON STORAGE		
103	NORTH BEAL	JAN - DEC, 1/MONTH
104	PAYGROUND	JAN - DEC, 1/MONTH
105	LONGWOOD	JAN - DEC, 1/MONTH
106	SOUTH AVENUE	JAN - DEC, 1/MONTH
107	2 MILLION GALLON GROUND STO	JAN - DEC, 1/MONTH
108	NORTHGATE	JAN - DEC, 1/MONTH
109	ANNEX	JAN - DEC, 1/MONTH
SKYLARK DRIVE		
110	SKYLARK DRIVE	JAN - DEC, 1/MONTH
111	WOODLAND AVENUE	JAN - DEC, 1/MONTH
112	PASCHEL STREET #3	JAN - DEC, 1/MONTH

113	SEASHORE #4	JAN - DEC, 1/MONTH
114	PASCHEL STREET #3	JAN - DEC, 1/MONTH
115	ISLAND EAST	JAN - DEC, 1/MONTH
116	ISLAND MAIN	JAN - DEC, 1/MONTH
117	EL MATADOR	JAN - DEC, 1/MONTH
118	WATER TOWER - ODDFELLOW	JAN - DEC, 1/MONTH
119	RUSSEL F STEPHENSON	JAN - APR, 1/MONTH
		MAY - SEP, 2/MONTH
		OCT - DEC, 1/MONTH
120	ISLAND TREATMENT	JAN - APR, 1/MONTH
		MAY - SEP, 2/MONTH
		OCT - DEC, 1/MONTH
121	ARBENNIE RECLAMATION PLANT	JAN - DEC, 2/MONTH
	Flower bed maintenance	SPRING AND FALL
	Clean fence line	1 TIME QUARTERLY
122	CRESTVIEW PLANT	JAN - APR, 1/MONTH
		MAY - SEP, 2/MONTH
		OCT - DEC, 1/MONTH
123	GARNIERS SUBSTATION (repump)	JAN - APR, 1/MONTH
		MAY - SEP, 2/MONTH
		OCT - DEC, 1/MONTH
124	AIRPORT ROAD	JAN - DEC, 1/MONTH
125	COUNTRYVIEW	JAN - DEC, 1/MONTH
126	JOHN GIVENS ROAD	JAN - DEC, 1/MONTH
127	OKALOOSA LANE	JAN - DEC, 1/MONTH
128	LIVE OAK ROAD	JAN - DEC, 1/MONTH
129	BLUEBERRY	JAN - DEC, 1/MONTH
130	DEL CERRO	JAN-DEC, 1/MONTH
131	OKALOOSA LANE	JAN - DEC, 1/MONTH
132	PARTRIDGE HILLS	JAN - DEC, 1/MONTH
133	SHOAL RIVER LANDING	JAN - DEC, 1/MONTH
134	PATRIOT RIDGE	JAN - DEC, 1/MONTH
135	BROWN PLACE	JAN - DEC, 1/MONTH
136	CIP Pump Station	JAN - DEC, 1/MONTH
137	ANTIOCH	JAN - DEC, 1/MONTH
138	LIVE OAK ROAD	JAN - DEC, 1/MONTH
139	INDUSTRIAL PARK	JAN - DEC, 1/MONTH
140	KENNEDY LAKES	JAN - DEC, 1/MONTH

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BEECHWOOD LIFT STATIONS		
141	BERRINGER RD	JAN - DEC, 1/MONTH
142	CANTERBURY COVE	JAN - DEC, 1/MONTH
143	CAPRI COVE EAST	JAN - DEC, 1/MONTH
144	CARIBBEAN VILLAGE EAST KITT	JAN - DEC, 1/MONTH
145	CARIBBEAN WAY WEST-ANTIQUA	JAN - DEC, 1/MONTH
146	CLUB HOUSE	JAN - DEC, 1/MONTH
147	EVANS ROAD	JAN - DEC, 1/MONTH
148	IDA COON CIRCLE	JAN - DEC, 1/MONTH
149	LAKEVIEW - LAKESIDE/BAY DR	JAN - DEC, 1/MONTH
150	LANCASTER	JAN - DEC, 1/MONTH
151	LAURA LANE - N LAKESHORE DR	JAN - DEC, 1/MONTH
152	MARINA COVE	JAN - DEC, 1/MONTH
153	PARKWOOD 2	JAN - DEC, 1/MONTH
154	PARKWOOD 3	JAN - DEC, 1/MONTH
155	PARKWOOD 4	JAN - DEC, 1/MONTH
156	RAINTREE	JAN - DEC, 1/MONTH
157	RANGE ROAD - BLPINE/M-LAKE	JAN - DEC, 1/MONTH
158	ROCKY BAYOU - HILL HWY 20	JAN - DEC, 1/MONTH
159	ROYAL OAK	JAN - DEC, 1/MONTH
160	SANDALWOOD	JAN - DEC, 1/MONTH
161	SOUTHWIND	JAN - DEC, 1/MONTH
162	ST ANDREWS 1	JAN - DEC, 1/MONTH
163	ST ANDREWS 2	JAN - DEC, 1/MONTH
164	ST ANDREWS 3	JAN - DEC, 1/MONTH
165	ST ANDREWS 4 - OAK LAKE	JAN - DEC, 1/MONTH
166	WOODLANDS - RIDGEWOOD C	JAN - DEC, 1/MONTH
BLUEWATER BAY WATERWAYS		
167	RAINTREE - FIRE DEPT	JAN - DEC, 1/MONTH
168	HIGHWAY 20 - ROAD SIDE	JAN - DEC, 1/MONTH
169	SOUTHWIND DRIVE - MUFFIELD	JAN - DEC, 1/MONTH
BLUEWATER BAY WATERS		
170	BLUEWATER	JAN - DEC, 1/MONTH
171	SEMINOLE	JAN - DEC, 1/MONTH
172	NORTH LAKESHORE	JAN - DEC, 1/MONTH

The Destin-Fort Walton Beach Airport will have areas that will require lawn maintenance that are outlined below, a map has also been provided please reference 'Attachment A'. If you would like a walk-through of the areas please contact the Purchasing Department:

	April - September (twice a month)	October – March (once a month)
Contractor will mow all areas outside of the airports "Restricted Area".		
Entrance Road, Employee Lot and Credit Parking Lot: This includes all water retention ponds and the airports right-of-way adjacent to highway 85N, east side laydown area, holding pond east of the fuel farm and the cargo building parking lot.		
Grass Area in Front of the Airport to include the Taxi Cuing Area, F-15 Display, Huey Helicopter Area, the Baldwin Building, and the small strip of grass between the terminal building and the sidewalk.		
Long Term/Short Term Parking Lot		
Edging of curbs, sidewalks, and roadways will be performed at each mowing.		
Contractor will be responsible for any damages due to objects being thrown from the mowers, weed eater, and/or edger's to vehicles in the fore mentioned parking lots, roadways. This also includes any damages to static displays and airport structures including irrigation systems, water wells, ground lighting.		
Palm Trees will be pruned twice per year. Lift equipment will be necessary to reach palms in excess of 20ft. Other trees and shrubs will be pruned and shaped as needed.		
All other services will be performed within the guidelines of the Bid Requirements		

	April - September (twice a month)	October - March (once a month)
Entrance Road, Employee Lot and Credit Parking Lot:		
Grass Area in Front of the Airport to include the Taxi Cutting Area, F-15 Display, Huey Helicopter Area and the Baldwin Building		
Long Term/Short Term Parking Lot		

The Tourist Development Department will have areas that will require lawn maintenance that are outlined below. If you would like a walk-through of the areas please contact the Purchasing Department:

	April - September (twice a month)	October - March (once a month)
Destin-Fort Walton Beach Convention Center Entire facility footprint, including parking areas and building perimeter.		
Beasley Park Entire parking area.		
Welcome Center Entire footprint, including parking area and building perimeter.		
Sound Side 9 th Beach Freeway Entranceway, western & northern green areas, 9 western parking spaces		
The following areas will need to be maintained weekly during peak season and bi-weekly during off season.	April - September (weekly)	October - March (bi-weekly)
Marler Park Entire park footprint, including northern pond, parking areas, medians and roundabouts. Fenced play area to be mowed extra short.		
Beach Accesss ways 1-7 Entranceway, parking area, building perimeter.		
Welcome to Okaloosa Island Sign Medians located on the southwest and northwest corners of Hwy 98 & Santa Rosa Blvd, extending westward to foot of the bridge		
Shalimar Gateway Rights of way on northbound and southbound lanes of Hwy 85 in Shalimar; approx. 65,000 sqft Pruning/weeding of flowers/groundcover/shrubs/ornamental grasses shall occur with each mow. Deep pruning shall be performed once a year during the dormant months to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance (once plants begin to "shatter" or fall apart, approximately January). Removal of up to 50% of the height and foliage of plants shall take place. All ornamental grasses shall be pruned to an approximate 12 to 18-inch height removing previous year's growth and drying and declining foliage.		

ADDITIONAL WORK QUOTE

BID TITLE: Landscape Management

Services Santa Rosa Blvd Beach Access Way

Median:

April-September (weekly rate) \$ _____ per cut (\$ _____)
October –March (weekly rate) \$ _____ per cut (\$ _____)

Total Bid Price for Santa Rosa Blvd Beach Access Way

Median: \$ _____



**BID RESPONSE
LANDSCAPE MANAGEMENT SERVICES**

Date Submitted:

8/19/21

Submitted By:

Gulf Coast Environmental Contractors Inc.

BID#:

BID TITLE: Landscape Management Services

Water & Sewer Bid Price:

Monthly Rate \$ 11,000.00

Airport Bid Price:

Monthly Rate \$ 6,500.00

Tourist Development Department:

Monthly Rate \$ 9,300.00

Santa Rosa Blvd Beach Access Way Median

Monthly Rate \$ 3,200.00

Extra Services Hourly Rate: \$ 45.00

Materials Cost plus Percentage: \$ 15 %

Palm Tree Trimming:

Airport: \$ 17,850.00 per trim

TDD: \$ 19,285.00 per trim

Beach Access: \$ 4,950.00 per trim

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

BONDING REQUIREMENTS

A Bid Bond is required with the Respondent's submittal for 5% of the Bid price.

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.
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, 5479A Old Bethel Road, 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.

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”

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.*).

ATTACHEMENT “D”

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.: _____

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Gulf Coast Environmental Contractors, Inc., 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: 8/27/21 SIGNATURE: Tracy Hayes
COMPANY: Gulf Coast Environmental Contractors, Inc. NAME: Tracy Hayes
(Typed or Printed)
ADDRESS: 1765 E. Nine Mile Rd. TITLE: President
Suite 1, #110
Pensacola, FL 32514 E-MAIL: tracy@gcecinc.com
PHONE NO.: 850-433-6770