

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

Procurement/Contract/Lease Number: 022-3150-PW Tracking Number: 4515-22
Procurement/Contractor/Lessee Name: Brytnew Grant Funded: YES ___ NO X
Purpose: Amendment #1
Date/Term: 12-31-24 w/ 1 yr renewals 1. GREATER THAN \$100,000
Department #: 1095 2. GREATER THAN \$50,000
Account #: 534607 3. \$50,000 OR LESS
Amount: NA on amendment
Department: PW Dept. Monitor Name: Debye

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debye Mason Date: 2-16-2022
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no Federal funds Grant Name: _____
Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: no insurance element on amendment Date: _____
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 3-21-22
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: Monday, March 21, 2022 4:16 PM
To: DeRita Mason; Kerry Parsons
Subject: Re: C22-3150-PW
Attachments: C22-3150-PW 1st Amendment 3.21.22.docx

Attached are my changes. With these changes, this is approved.

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: Wednesday, February 16, 2022 2:30:43 PM
To: Kerry Parsons
Cc: Lynn Hoshihara
Subject: C22-3150-PW

Good afternoon,
Please review and approve the attached.
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

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

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.
CONTRACT NO. C22-3150-PW**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Brightview Landscape Services, Inc. (the "Contractor"), executed this 5th day of April, 2022, is made a part of the original Agreement dated January 1, 2022, Contract No. C22-3150-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. AMENDMENTS. The parties wish to amend the original Agreement as follows:

a. Section 4.a shall be amended as follows:

Contractor shall submit an invoice to Bluewater Bay MSBU monthly. Bluewater Bay MSBU then shall submit the invoice to the County for ~~approval~~ pre-audit and payment. Invoices will not be paid unless they comply with the contract ~~they follow the contract~~ ~~and all items should be itemized on the invoice~~. The invoice shall indicate that all services have been completed for that invoice period. Contractor agrees to supply the Bluewater Bay MSBU with a Monthly Landscape report, which shall be submitted to the County with the monthly invoice. In addition, Contractor agrees to provide the Bluewater Bay MSBU with any additional documentation requested to process the invoice.

b. Attached hereto as Exhibit "A" and made a part of the Agreement is an Amended Billing Schedule, which incorporates the cost of maintenance for medians and a new color bed to the existing agreement. The additional annual maintenance cost for the medians is \$16,335.00 and \$2,100.00 for the new bed. The combined sum of all categories of work or the total contracted amount is \$629,290.50 or \$209,763.50 annually.

c. All additional work proposed outside the itemized scope of work and of the same type of landscaping work as the categorized scope of work will be submitted to and approved by the Bluewater Bay MSBU prior to commencing work. Invoices for such additional work shall be itemized utilizing unit and supplemental pricing forms. Support documentation submitted with the invoice shall include a proposal and landscape report. The County will reimburse the Contractor for the cost of materials plus 5% provided an actual invoice for the purchase of materials is included as support documentation.

d. The amendment shall be retroactive to begin January 1, 2022.



- 2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated January 1, 2022 and any amendments thereto, shall remain in full force and effect.
- 3. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

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

BRIGHTVIEW LANDSCAPE SERVICES, INC.

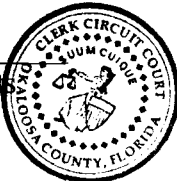
Steven K. Brackin
Signature


BY: Vice President and General Manager

Steven K. Brackin
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II
J.D. Peacock II, Clerk of Courts 

BY: Mel Ponder
Mel Ponder, Chairman 

Amended Billing Schedule

Per-Year	Landscape	Medians	Color Bed	Annual Totals
	\$209,763.50	\$16,335.00	\$2,100.00	\$228,198.50

First Year ONLY				
First Year Monthly	\$17,480.29	\$1,485.00*	\$190.91*	\$228,198.50

Note: *First year only- 11 equal payments

2023-2024	\$17,480.29	\$1,361.25	\$175.00	\$228,198.50
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Billing Schedule

Year 1		Year 2		Year 3	
Jan-22	\$17,480.29	Jan-23	\$19,016.56	Jan-24	\$19,016.56
Feb-22	\$19,156.20	Feb-23	\$19,016.54	Feb-24	\$19,016.54
Mar-22	\$19,156.20	Mar-23	\$19,016.54	Mar-24	\$19,016.54
Apr-22	\$19,156.20	Apr-23	\$19,016.54	Apr-24	\$19,016.54
May-22	\$19,156.20	May-23	\$19,016.54	May-24	\$19,016.54
Jun-22	\$19,156.20	Jun-23	\$19,016.54	Jun-24	\$19,016.54
Jul-22	\$19,156.20	Jul-23	\$19,016.54	Jul-24	\$19,016.54
Aug-22	\$19,156.20	Aug-23	\$19,016.54	Aug-24	\$19,016.54
Sep-22	\$19,156.20	Sep-23	\$19,016.54	Sep-24	\$19,016.54
Oct-22	\$19,156.20	Oct-23	\$19,016.54	Oct-24	\$19,016.54
Nov-22	\$19,156.20	Nov-23	\$19,016.54	Nov-24	\$19,016.54
Dec-22	\$19,156.20	Dec-23	\$19,016.54	Dec-24	\$19,016.54