

CS-21-039

Contract No.: CM3057

Bid No.: NC21-015

**CONTRACT FOR MOWING SERVICES**

THIS CONTRACT entered into this 11th day of October, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, located at 1854 West Road, Jacksonville, Florida 32216, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received sealed bids for county-wide mowing services, Bid No. NC21-015, on May 20, 2021 at 10:00 a.m.; and

**WHEREAS**, Public Works has determined that the Vendor was the lowest, most responsive and responsible bidder for the Amelia Island Mowing, High Pedestrian and Amelia Island Parkway areas. A copy of the Vendor's *Response Price Sheet* is attached hereto as Attachment "B" and made a part hereof; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Description of Services and/or Materials to be Provided**

The County does hereby retain the Vendor to provide a total of eight (8) services for the Amelia Island Mowing area, sixteen (16) services for the High Pedestrian area and forty (40) services for the Amelia Island Parkway area during the mowing season at the direction of the County and as further described in the *Technical Specifications/Scope of Work* and all applicable issued addenda attached hereto as Attachment "A" and made a part hereof. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The County shall issue a written Notice to Proceed (NTP) and the Vendor shall commence the work in accordance with the date specified in the NTP.

**SECTION 2. Receiving/Payment/Invoicing**

**No payment will be made for services and/or materials without proper County authorization and approval.** The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality

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ordered. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

**SECTION 3. Acceptance of Services and/or Materials**

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

**SECTION 4. Firm Prices**

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

**SECTION 5. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 6. Expenses**

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

**SECTION 7. Taxes**

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The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

**SECTION 8. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**SECTION 9. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 10. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 11. Assignment & Subcontracting**

The Vendor will not be permitted to assign its Contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

**SECTION 12. Severability**


If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 13. Termination for Default**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

**SECTION 14. Termination for Convenience**

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The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

**SECTION 15. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**SECTION 16. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

**SECTION 17. Vendor Responsibilities**

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications.

**SECTION 18. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 19. Period of Contract/Option to Extend or Renew**

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The performance period of this Contract shall begin upon full execution and terminate three (3) years thereafter. The performance period of this Contract may be extended in one (1) year increments upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

**SECTION 20. Probationary Period**

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 21. Independent Vendor Status**

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 22. Indemnification and Insurance**

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of this Contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Sub-vendor under Workers’ Compensation acts, disability benefit acts, or other employee benefits act.

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The Vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage's, limits, including endorsements, as described in the *Certificate of Liability Insurance*, a copy of which is attached hereto as Exhibit "1" and made a part hereof. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

**SECTION 23. Dispute Resolution**

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 24. E-Verify System**

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by Contractor to perform employment duties within Florida during the term of the Agreement; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the Agreement with Owner. Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with Owner; and
3. Contractor shall comply with the provisions of Section 448.095, Florida Statutes,

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“Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also execute an affidavit attesting that Contractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement; and

4. Contractor shall also require all subcontractors to execute an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement.

5. If Owner has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the Agreement shall be terminated.

6. If Owner has a good faith belief that a subcontractor knowingly violated §448.095(2), but Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor.

7. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

8. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.

9. If the contract is terminated for a violation of the Statute by Contractor, Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 25. Public Records**

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the

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public agency 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 this chapter 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 Vendor does not transfer the records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon 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.

**SECTION 26. Request for Records; Noncompliance**

A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**SECTION 27. Civil Action**

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

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(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions**

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Entire Agreement**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

[SIGNATURES CONTAINED ON NEXT PAGE]


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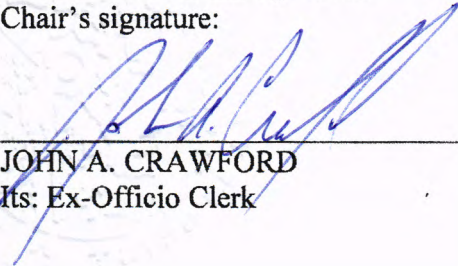
Contract No.: CM3057

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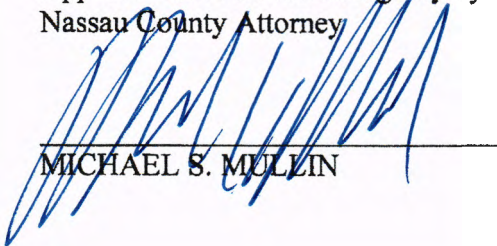
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
\_\_\_\_\_  
~~THOMAS R. FORT~~ AARON BELL  
Its: ~~Chairman~~ VICE CHAIR

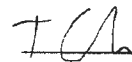
Attest as to authenticity of the  
Chair's signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

**BRIGHTVIEW LANDSCAPE  
SERVICES, INC.**


  
\_\_\_\_\_

By: Todd Chesnut  
\_\_\_\_\_

Its: 7/12/21  
\_\_\_\_\_

Date: 9/16/2021  
\_\_\_\_\_

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**ATTACHMENT "A"**  
**TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

1. Duration of contract: 3 years with optional 1-year extensions,
2. Payment due date Net 45 days, per Florida Statute 218.74,
3. All pricing shall be FOB destination,
4. All charges, fees, and amounts must be included on the pricing sheet and Nassau County reserves the right to reject and refuse any charges not specifically quoted before the signing of a contract with the winning vendor,
5. Vendor may bid on all or some items in this solicitation and Nassau County may award multiple contracts based on bids received,
6. Respondents must provide counts of equipment and personnel that will be included in performing the work set forth herein and Nassau County will consider this information when making a decision to award. All counts submitted are subject to verification prior to execution of a contract,
7. Work is to be performed based on the following *General Description of Work*:
  - a. Work under this contract shall be that of mowing and landscape maintenance services, power blade edging, trash and debris pickup, and removal of dead limbs that have fallen onto areas covered by this contract,
  - b. Mowing of all grass areas shall be done in a uniform manner with a height of no less than 2-1/2 inches but not higher than 4 inches. Changes in height may be made by the County and shall be effected by the contractor at no additional charge to the County,
    - a. All trash, debris, dead limbs, dead animals, et cetera shall be picked up and disposed of prior to mowing and the cost included in the contractor's pricing submitted in response to this solicitation. Mowing over or around such items or moving them out of the area covered by this contract to avoid performance of the requirements set forth herein is not permitted and such events shall cause the contractor to be in breach of contract,
    - b. Contractor's equipment shall be maintained in optimal condition to ensure grass is cut evenly and without "tearing" or other undesirable impacts that would affect healthy growth and/or appearance,
  - c. String trimming performed up to all posts, poles, planting beds, trees, sprinkler heads, irrigation equipment, ponds, curbs, walks, and other similar areas as may be present. Contractor shall ensure that such trimming does not cause damage to any of the aforementioned items.
    - a. Trimming shall be done in a uniform manner that will provide a uniformed and manicured appearance,

- b. Trimming shall be done during each mowing cycle,
- d. Power blade edging shall be performed along all walk areas, curb and gutter areas, and any other, similar areas as may be present where string trimming would not provide an optimal appearance.
  - a. Edging shall be done during each mowing cycle.
- e. Cleanup of driveways, walks, streets, and other areas within the right-of-way shall be done by use of power and/or hand equipment on the same day as the other services outlined herein. No cuttings shall be permitted to be blown into plant beds.
- f. Weeding of beds, walkway cracks, curb and gutter lines, concrete medians, roundabouts, and all other areas of rights-of-way shall be completed during each mowing cycle. The County may authorize the use of herbicides to assist in weed and/or grass control. A licensed contractor or subcontractor may apply herbicide applications on the sidewalks, beds, trees, concrete medians, and roundabouts, provided they possess appropriate licenses and must continually comply with licensing requirements under F.S. 487 for the application of pesticides along rights-of-way. The contractor or subcontractor must also possess a commercial application license through the Florida Department of Agriculture.
- g. Landscape areas along certain roadways and/or multi-use trails require a higher level of a landscaped or manicured appearance and must be maintained accordingly. These areas shall require removal of weeds from beds, string trimming, edging, periodic mulch replacement, and pruning of trees and shrubs. The area(s) identified for these additional service level requirements are:
  - a. The "green area" along Bailey-Simmons Trail, between Egan's Creek and First Avenue,
- h. Damages caused during the mowing cycle shall be repaired at the contractor's expense, including any ditches or other areas. Ditches damaged shall be repaired such that proper flow is restored if the drainage is altered or damaged during mowing operations,
- i. Frequency of service/mowing cycles:
  - a. Frequency-based mowing: the contractor shall provide rates to service each road and/or area specified herein based on the following cycles:
    - i. 6 times per year (8-week cycle beginning March 1),
    - ii. 8 times per year (6-week cycle beginning March 1),
    - iii. 16 times per year (3-week cycle beginning March 1),
    - iv. 40 times per year (1-week cycle beginning March 1), and
    - v. Single, on-demand service.
  - b. The mowing season is defined as beginning March 1 and ending on December 1,
  - c. Pricing shall include cost for mobilization, debris/litter/foreign object removal, string trimming, power blade edging, weed control, and cleanup for each mowing cycle,

- d. Additional mowing requests may be made by the County at any time during this contract. Upon request, the contractor shall provide the service at the “on-demand” rate quoted in their response to this solicitation,
- e. County roads not covered are included for information purposes only. Roads identified in Attachment “E” are maintained by homeowners, HOAs, or other, external landscape agreements and are not serviced by the County or any contracts,
- j. Maintenance of Traffic (MOT) shall be provided by the contractor during any work on County rights-of-way. Failure to do so shall constitute a breach of contract and the County shall have the right to immediately terminate the contract without penalty,
- k. Safety devices must be included on all tractors, mowers, or other motorized equipment, which shall consist of no less than one rotating or flashing amber-colored beacon which must be operational and used at all times. Motorized equipment must be equipped with slow-moving vehicle placards and/or reflective triangles. All safety devices originally installed by the equipment manufacturer shall be installed, in good working order, and used, and
- l. Any damage to trees, plants, buildings, structures, parked vehicles, utility boxes/pedestals/markers or other property of the County or the public which occurs during the performance of contracted services, shall be reported immediately to the County and a written report shall be submitted by the contractor within 24 hours. Damages that occur after hours or on holidays shall also be reported to the County within 24 hours. The contractor shall be responsible for repair of any damages, included replacement of damaged items, as appropriate.

**ATTACHMENT "B"  
RESPONSE PRICE SHEET**

<b>AREA</b>	<b>SINGLE CUT</b>	<b>6 CUTS PER YEAR</b>	<b>8 CUTS PER YEAR</b>	<b>16 CUTS PER YEAR</b>	<b>SPECIAL 40 CUTS PER YEAR FOR AMELIA ISLAND PKWY</b>
AMELIA ISLAND MOWING	\$ 9,972.00		\$79,776.00	\$159,552.00	
DISTRICT 2 OFF-ISLAND	\$17,592.00	\$105,552.00	\$140,736.00		
DISTRICT 3	\$34,416.00	\$206,496.00	\$275,328.00		
DISTRICT 4	\$96,996.00	\$581,976.00	\$775,968.00		
DISTRICT 5	\$46,968.00	\$281,808.00	\$375,744.00		
HIGH PEDESTRIAN AREAS	\$ 5,800.00			\$92,800.00	
AMELIA ISLAND PARKWAY	\$ 2,500.00			\$40,000.00	\$100,000.00
<b>TOTAL</b>	<b>\$214,244.00</b>	<b>\$1,175,832.00</b>	<b>\$1,647,552.00</b>	<b>\$292,352.00</b>	<b>\$100,000.00</b>
<b>**PER ACRE COST FOR POSSIBLE ADDITION OF COUNTY ROADS NOT NORMALLY MOWED</b>					<b>\$120.00</b>

Amelia Island Mowing							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
1	ADAMS RD	FERNANDINA BEACH	Between S 8th St & Amelia Rd; Amelia Rd to end of road	775	11	18	0.52
2	AMELIA RD	FERNANDINA BEACH	From SR 200 to Amelia Island Pkwy	7440	14	12	4.44
3	AUTUMN TRC	FERNANDINA BEACH	From Buccaneer Trail to end of road	1410	10	10	0.65
4	AVERY RD	FERNANDINA BEACH	From First Coast Hwy to end of road	1325	12	12	0.73
5	BAILEY RD	FERNANDINA BEACH	From SR 200 to Ball Field	4610	18	18	3.81
6	BOB WHITE LN	FERNANDINA BEACH	Between Diane Dr & Curnutte Dr	525	10	10	0.54
7	BOYES CIR	FERNANDINA BEACH	Between Clinch Dr & Bonnieview Rd	635	20	20	0.58
8	BONNIEVIEW RD	FERNANDINA BEACH	From S 8th St to end of Road	3975	10	10	1.83
9	BRIDAL RD	FERNANDINA BEACH	Between Bonnieview Rd & Lawrence Ln	747	8	8	0.27
10	BUCCANEER TR	FERNANDINA BEACH	From Amelia Island Pkwy to First Coast Hwy (Varles)	6350	20	20	5.83
11	BURNEY RD	FERNANDINA BEACH	Between First Coast Hwy & Gregg St	3170	20	20	2.91
12	CASHEN DR	FERNANDINA BEACH	From Amelia Rd & Susan Dr	1400	6	6	0.39
13	CHEM CELL RD	FERNANDINA BEACH	From Amelia Island Pkwy to end of road	490	10	10	0.22
14	CITRONA DR	FERNANDINA BEACH	From Sadler Rd to Date St	6110	20	20	5.61
15	CLINCH DR	FERNANDINA BEACH	Between SR200/A1A & Lime St	8110	12	12	4.47
16	CURNUTTE DR	FERNANDINA BEACH	Between Amelia Rd & S 14th St	950	15	15	0.65
17	DIANE DR	FERNANDINA BEACH	Between Amelia Rd & S 14th St	1230	13	17	0.85
18	DRURY RD	FERNANDINA BEACH	From Sadler Rd to end of road	1340	14	22	1.11
19	E OAK ST	FERNANDINA BEACH	Between Susan & 14th St	780	15	15	0.54
20	ELIZABETH RD	FERNANDINA BEACH	From Clinch Drive to end of road	670	10	10	0.31
21	ERVIN ST	FERNANDINA BEACH	From Lewis St to end of road	865	6	6	0.24
22	FORREST DR	FERNANDINA BEACH	From First Coast Hwy to end of road	1540	12	12	0.85
23	FOUNTAIN DR	FERNANDINA BEACH	From S 14th St to end; both directions	1700	15	15	1.17
24	FRIENDLY RD	FERNANDINA BEACH	Between Bonnieview Rd and SR200/S 8th St	1660	15	15	1.14
25	GEIGER RD	FERNANDINA BEACH	Between S 8th St & Clinch Dr	1860	5	5	0.43
26	GERBING RD	FERNANDINA BEACH	From First Coast Hwy @ round-a-bout to end of road	2015	8	8	0.74
27	GLYN WOODS CT	FERNANDINA BEACH	From Phillips Manor Rd to end of road	430	8	8	0.16
28	GREGG ST	FERNANDINA BEACH	From Burney Rd to end of the road	1960	12	12	1.08
29	GROVE PARK CIR	FERNANDINA BEACH	From Amelia Rd to end of the loop road	2130	10	10	0.98
30	HAGAN LN	FERNANDINA BEACH	From Clinch Dr to end of the road	250	8	8	0.09
31	HIRTH RD	FERNANDINA BEACH	Between Amelia Island Pkwy & Somerset Dr	330	10	10	0.15

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
32	HOLLY DR	FERNANDINA BEACH	Between Susan & S. 14th St	740	20	20	0.68
33	IAN DR	FERNANDINA BEACH	From 1st Coast Hwy, to end of road	1280	16	16	0.94
34	ISLAND WALK WAY	FERNANDINA BEACH	From S 14th St to end of the road	1455	20	20	1.34
35	JAMES ST	FERNANDINA BEACH	American Beach area from Lewis St to Dead End	415	12	12	0.23
36	JASMINE ST	FERNANDINA BEACH	From S 14th St to Egans Creek	6330	18	12	4.36
37	JULIA ST	FERNANDINA BEACH	Between First Coast Hwy to Gregg St	2970	10	10	1.36
38	KENNETH CT	FERNANDINA BEACH	From Amella Rd to end of road	690	14	14	0.44
39	LAWRENCE LN	FERNANDINA BEACH	From Friendly Rd to end of road	830	16	18	0.65
40	LEE ST	FERNANDINA BEACH	From Lewis St to end of road	220	8	8	0.08
41	LEONARD ST	FERNANDINA BEACH	Between Lewis St and end of road	805	6	6	0.22
42	LEWIS ST	FERNANDINA BEACH	From First Coast Hwy to American Beach Access	3180	16	10	1.90
43	LIME ST	FERNANDINA BEACH	From Citrona to S. 3rd St	5780	6	6	1.59
44	MAGNOLIA LN	FERNANDINA BEACH	Between S. 8th & Amella Rd	645	6	6	0.18
45	MAGNOLIA ST	FERNANDINA BEACH	Between Clinch & S. 3rd St	985	12	12	0.54
46	MALLARD LN	FERNANDINA BEACH	Between Pheasant Ln & Blue Heron Ln	485	15	16	0.35
47	MANUCY RD	FERNANDINA BEACH	From First Coast Hwy to end	1630	5	5	0.37
48	MARY AV	FERNANDINA BEACH	From Lewis St to 5433 Mary Ave	500	8	8	0.18
49	MCSWAIN RD	FERNANDINA BEACH	From Clinch Dr to end of road	800	16	14	0.55
50	MOURNING DOVE LN	FERNANDINA BEACH	Between Pine Dr & Oak Dr	450	8	8	0.17
51	N 14TH ST	FERNANDINA BEACH	From Egans Creek to Atlantic Ave	9290	20	20	8.53
52	NECTARINE ST	FERNANDINA BEACH	Between S 14th St. & S 18th St	1400	18	18	1.16
53	NOTTINGHAM DR	FERNANDINA BEACH	Between S 14th St & Susan Dr	1470	21	16	1.25
54	NOVELTY ST	FERNANDINA BEACH	Between S 6th ST & S 5th ST	240	18	20	0.21
55	OAK LN	FERNANDINA BEACH	From Amella Rd to end of road	830	19	18	0.71
56	OCEAN BLVD	FERNANDINA BEACH	From Burney Rd to end of road	2310	16	14	1.59
57	OLD AMELIA AV	FERNANDINA BEACH	Between S 8th St & Amella Rd	825	16	16	0.61
58	OLD BLUFF RD	FERNANDINA BEACH	From First Coast Hwy to end of road	660	3	5	0.12
59	OLIVE ST	FERNANDINA BEACH	Between S 8th & end; Clinch Dr to end; S 5th St & S 6th St	900	12	14	0.54
60	ORANGE AV	FERNANDINA BEACH	From First Coast Hwy to Amella St	1040	10	10	0.48
61	ORCA CT	FERNANDINA BEACH	From Citrona Dr to end of the road	395	8	8	0.15
62	PALM DR	FERNANDINA BEACH	From Bonnie View Road to Wax Wing Ln	690	8	8	0.25
63	PHEASANT LN	FERNANDINA BEACH	Between Mallard Ln & Egret Ln	795	10	10	0.37



#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
64	PHILIPS MANOR PL	FERNANDINA BEACH	From Phillips Manor Rd to end of road	445	18	16	0.35
65	PHILIPS MANOR RD	FERNANDINA BEACH	Between First Coast Hwy & Buccaneer Trail	3550	18	18	2.93
66	PINE DR	FERNANDINA BEACH	From Bonnie View Road to Wax Wing Ln	920	8	8	0.34
67	PINE RD	FERNANDINA BEACH	From Bailey Rd to end of road	645	10	10	0.30
68	PINE TR	FERNANDINA BEACH	From Clinch Drive to end of road	330	12	12	0.18
69	POGY PL	FERNANDINA BEACH	From Egans Creek to 1 Pogy Pl	2250	16	16	1.65
70	PRICE ST	FERNANDINA BEACH	From Julia St to 5431 Price St	130	8	8	0.05
71	QUATTLEFIELD LN	FERNANDINA BEACH	From First Coast Hwy to end of road	835	10	10	0.38
72	QUEENS WAY	FERNANDINA BEACH	From Bailey Rd to end of road	455	6	8	0.15
73	RAYON RD	FERNANDINA BEACH	From Bonnie View Road to end of road	730	10	10	0.34
74	ROBIN HOOD DR	FERNANDINA BEACH	Between Susan Dr & Amelia Rd	1580	14	10	0.87
75	ROWLAND LN	FERNANDINA BEACH	From Clinch Dr to end of Road	275	4	6	0.06
76	RUSSELL RD	FERNANDINA BEACH	From Bonnie View Road to W Carter Ln	1430	16	16	1.05
77	S 10TH ST	FERNANDINA BEACH	Between Lime St & Olive St	1345	18	16	1.05
78	S 14TH ST	FERNANDINA BEACH	Between Atlantic and Amelia Island Pkwy (varies)	18620	14	14	11.97
79	S 15TH ST	FERNANDINA BEACH	From Lime St to Coastal Oaks Circle	2055	20	20	1.89
80	S 3RD ST	FERNANDINA BEACH	From Magnolia St to 1316 S 3rd St	205	10	10	0.09
81	S 4TH ST	FERNANDINA BEACH	From Lime St to end of Road	845	8	8	0.31
82	S 5TH ST	FERNANDINA BEACH	From Lime St to Novelty St & from Olive St to Pine Tr	845	8	8	0.31
83	S 6TH ST	FERNANDINA BEACH	From Lime St to Pine Tr	1775	8	8	0.65
84	SADLER RD	FERNANDINA BEACH	From S 8th St to S Fletcher	6725	5	5	1.54
85	SCOTT RD	FERNANDINA BEACH	From First Coast Hwy to Amelia Island Pkwy	3670	6	6	1.01
86	SCOTT RD BEACH ACCESS	FERNANDINA BEACH	off Amelia Island Pkwy, just south of Scott Rd	570	8	8	0.21
87	SCRUB JAY LN	FERNANDINA BEACH	Between Diane Dr & Cumutte Dr	485	18	14	0.36
88	SIMMONS RD	FERNANDINA BEACH	From Amelia Rd to S Fletcher	6450	18	22	5.92
89	SUAREZ BLUFF RD	FERNANDINA BEACH	Between Manucy Rd & Forrest Dr	805	16	16	0.59
90	SUNSET RD	FERNANDINA BEACH	From Bailey Road to end	630	16	14	0.43
91	SUSAN DR	FERNANDINA BEACH	From Sadler Road to 100' South of Robin Hood	1580	14	14	1.02
92	SYCAMORE LN	FERNANDINA BEACH	From Bonnevlew Road to Peters Rd	690	16	12	0.44
93	T J COURSON RD	FERNANDINA BEACH	From S 8th St to S 14th St	1260	20	16	1.04
94	WALDRON ST	FERNANDINA BEACH	From Lewis St to end of road	870	6	6	0.24
95	WAX WING LN	FERNANDINA BEACH	From Clinch Dr to Oak Dr	865	8	8	0.32

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
96	WILL HARDEE RD	FERNANDINA BEACH	From Sadler Rd to FB City Limits	4140	14	16	2.85
97	WOODROW DR	FERNANDINA BEACH	From 8th Street to S 14th St	895	21	24	0.92
98	WREN DR	FERNANDINA BEACH	From Clinch Dr to Oak Dr	905	8	10	0.37
<b>SUBTOTAL</b>				<b>187622</b>			<b>117.25</b>

High Pedestrian Traffic Roads							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
1	AMELIA ISLAND PKWY	FERNANDINA BEACH	From SR 200 to South Fletcher	17600	34	36	28.28
2	CHESTER RD	YULEE	From SR200 to end of pavement	20312	18	26	20.52
3	CHRISTIAN WAY	YULEE	Between SR200 & License Rd	1703	22	26	1.88
4	COURTNEY ISLES WAY	YULEE	Between Chester Rd & Gene Lasserre Blvd	2754	12	10	1.39
5	DAVID HALLMAN PKWY	YULEE	Between Chester Rd & SR200	3334	35	35	5.36
6	HERON ISLES PKWY	YULEE	Between Chester Rd & Blackrock Rd (w/medians)	6178	22	22	6.24
7	LICENSE RD	YULEE	From SR200 to end of road	611	18	22	0.56
8	MINER RD	YULEE	Between SR200 & Haddock Rd (Yulee)	13780	18	18	11.39
9	OLD DIXIE HWY	CALLAHAN	from US1 to Morgan Circle	2785	10	10	1.28
10	BAILEY-SIMMONS TRAIL	FERNANDINA BEACH	From S Fletcher to end of Bailey Rd	11615	5	5	2.67
11	WILLIAM BURGESS BLVD	YULEE	Between SR200 to US17	15460	54	22	26.97
<b>SUBTOTAL</b>				<b>96132</b>			<b>106.53</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/13/2021

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Brightview Landscape Services, Inc. Location #34670 1854 West Road Jacksonville FL 32216 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ACE American Insurance Company		22667
	<b>INSURER B:</b> American Guarantee & Liability Ins Co		26247
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570088338710      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	XSLG7108096 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25260119	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y	Y	AUC508596816	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR50803867 WC - AOS SCFC50803880 WC - WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. Contractual Liability is covered under the General Liability policy where required by written contract. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions

<b>CERTIFICATE HOLDER</b>  Nassau County Board of County Commissioners Attn: Brian Simmons 96135 Nassau Pl., Ste. 2 Yulee FL 32097 USA	<b>CANCELLATION</b>  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  <i>Aon Risk Services Northeast Inc</i>
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Holder Identifier : BCIFRGJLNOP

Certificate No : 570088338710





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED BrightView Landscape Services, Inc.	
POLICY NUMBER See Certificate Number: 570088338710			
CARRIER See Certificate Number: 570088338710	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:  
 will govern how notice of cancellation may be delivered to Certificate holders in accordance with the policy provisions of each policy.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G71080961 001	Policy Period 10/01/21 to 10/01/22	Effective Date of Endorsement 10/01/21
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



\_\_\_\_\_  
Authorized Representative

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

Named Insured <b>BrightView Landscapes, LLC</b>			Endorsement Number
Policy Symbol <b>XSL</b>	Policy Number <b>G71080961 001</b>	Policy Period <b>10/01/21 to 10/01/22</b>	Effective Date of Endorsement <b>10/01/21</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Person or Organization:** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



JOHN J. LUPICA, President

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Authorized Representative

## NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G71080961 001	Policy Period 10/01/21 to 10/01/22	Effective Date of Endorsement 10/01/21
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

#### **EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

#### Schedule

#### Organization

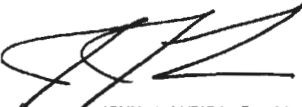
#### Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.



JOHN J. LUPICA, President

Authorized Representative



# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G71080961 001	Policy Period 10/01/2021 to 10/01/2022	Effective Date of Endorsement 10/01/2021
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

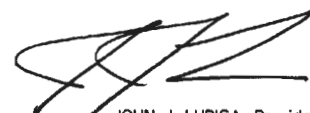
This endorsement modifies insurance provided under the following:

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

**Name of Person or Organization:** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



JOHN J. LUPICA, President  
Authorized Agent

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured <b>BrightView Landscapes, LLC</b>			Endorsement Number
Policy Symbol <b>ISA</b>	Policy Number <b>H25260119</b>	Policy Period <b>10/01/21 to 10/01/22</b>	Effective Date of Endorsement <b>10/01/21</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

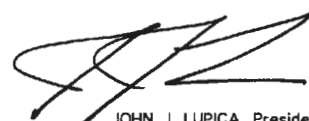
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



JOHN J. LUPICA, President  
Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H25260119	Policy Period 10/01/21 to 10/01/22	Effective Date of Endorsement 10/01/21
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

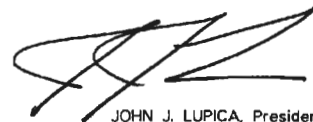
This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

### SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



JOHN J. LUPICA, President

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Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured BrightView Landscapes, LLC	Endorsement Number
	Policy Number Symbol: WLR Number: C50803867
Policy Period 10/01/21 <b>TO</b> 10/01/22	Effective Date of Endorsement 10/01/21
Issued By (Name of Insurance Company) ACE American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

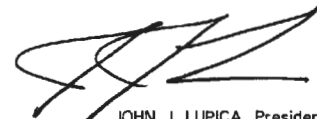
This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For the states of CA, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.



JOHN J. LUPICA, President  
Authorized Agent

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE  
NOTICE BY INSURED’S REPRESENTATIVE**

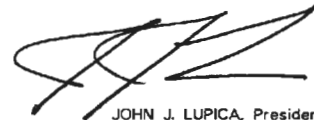
Named Insured <b>Brightview Landscapes, LLC</b>			Endorsement Number
Policy Symbol <b>ISA</b>	Policy Number <b>H25260119</b>	Policy Period <b>10/01/21 to 10/01/22</b>	Effective Date of Endorsement <b>10/01/21</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE  
NOTICE BY INSURED’S REPRESENTATIVE**

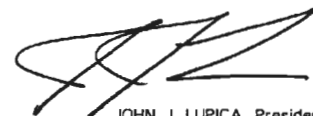
Named Insured <b>Brightview Landscapes, LLC</b>			Endorsement Number
Policy Symbol <b>XSL</b>	Policy Number <b>G71080961 001</b>	Policy Period <b>10/01/21 to 10/01/22</b>	Effective Date of Endorsement <b>10/01/21</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



JOHN J. LUPICA, President  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

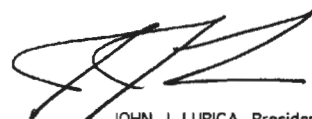
Named Insured BrightView Landscapes, LLC	Endorsement Number
	Policy Number Symbol: WLR      Number: C50803867
Policy Period 10/01/21 TO 10/01/22	Effective Date of Endorsement 10/01/21
Issued By (Name of Insurance Company) ACE American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE  
NOTICE BY INSURED'S REPRESENTATIVE**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



JOHN J. LUPICA, President  
Authorized Representative

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS**

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H25260119	Policy Period 10/01/21 to 10/01/22	Effective Date of Endorsement 10/01/21
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

Schedule

Organization

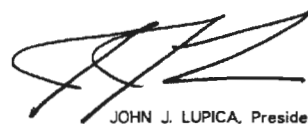
Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.



JOHN J. LUPICA, President

Authorized Representative



# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
<b>CONTRACT TRACKING NO.</b>
<b>CM3057</b>

## GENERAL INFORMATION

Requesting Department ROAD

Contact Person: Cameron L Hansen

Telephone: (904) 530-6175 Fax: (904) 845-3619 Email: chansen@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: BrightView Landscape Services

Address: 1854 West Rd. Jacksonville FL 32216  
City State Zip

Contractor's Administrator Name: Todd Chesnut Title: Senior Vice-President

Telephone: (904) 725-2552 Fax: \_\_\_\_\_ Email: George.Rugen@brightview.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Todd Chesnut

Authorized Signatory Email: Todd.Chesnut@brightview.com

## CONTRACT INFORMATION

Contract Name: County-wide Mowing Contract

Description: Mowing and landscape services, power blade edging, trash and debris pickup, and removal of dead limbs that have fallen onto areas covered by this contract on Amelia Island (8 cuts), High Pedestrian areas (16 cuts), and Amelia Island Parkway (40 cuts).

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: 3 years with optional 1-year extension Amount per Period: Varies by projects

Total Amount of Contract: Amelia Island-\$79,776.00 per year for 3 years, High Pedestrian-\$92,800.00 per year for 3 years and Amelia Island Parkway-\$100,000.00 per year for 3 years

APPROXIMATE IF NECESSARY

Source of Funds: 03404541-534000 Termination/Cancellation: Written notification 30 days prior to effective date of termination

Authorized Signatory: Thomas R. Ford, Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Date of execution to: 3 years

Status: X New \_\_\_\_\_ Renew \_\_\_\_\_ Amend# \_\_\_\_\_ WA/Task Order

How Procured: Sole Source \_\_\_\_\_ Single Source X ITB \_\_\_\_\_ RFP \_\_\_\_\_ RFQ \_\_\_\_\_ Coop. \_\_\_\_\_ Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

Continued on next page

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. *Sony Podisk* 9/10/2021 Road  
Department Head Signature Date Submitting Department
2. *[Signature]* 9/10/2021 03404541-534000  
Procurement Date Funding Source/Acct #
3. *Megan Diehl* 9/14/2021  
Office of Management & Budget Date
4. *Michael S. Mullin* 9/16/2021  
County Attorney Date

### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Taco E. Popey AICP* 9/16/2021  
County Manager Date

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#### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

**Original:** Clerk's Services; Contractor (original or certified copy)  
**Copies:** Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance