

JUDICIAL AND RECORDS COMPLEX LANDSCAPE MAINTENANCE CONTRACT

THIS AGREEMENT entered into on February 28, 2022, 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 LANDSCAPING SERVICE, INC.**, located at 1854 West Road, Jacksonville, Florida 32216, hereinafter referred to as the "Vendor".

WHEREAS, the County received sealed bids for landscape maintenance for the service area depicted in Attachment "A", attached hereto and incorporated herein, Bid No. NC21-006, on February 25, 2021 at 10:00 a.m.; and

WHEREAS, the County entered into a contract with Trim All Lawn Service, Inc. on or about October 11, 2021; and

WHEREAS, the contract with Trim All Lawn Service, Inc. was subsequently terminated on October 28, 2021; and

WHEREAS, the County's Director of Public Works has determined that the Vendor was the second lowest, most responsive and responsible bidder for the services set forth in the *Technical Specifications/Scope of Work*, Attachment "B", attached hereto and incorporated herein; and

WHEREAS, the Vendor has agreed to honor the proposal dated February 11, 2021, a copy of which is attached hereto and incorporated herein as Attachment "A"

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 to be Provided

The County does hereby retain the Vendor to provide services as further described in *Technical Specifications/Scope of Work* (Attachment "B"). The services shall be performed to the highest standards allowed and shall be provided in a timely and efficient manner. Any services not included in the scope of the *Technical Specifications/Scope of Work* must be pre-authorized by the County. The Vendor shall provide a written quote utilizing a "pass-through" rate and the County shall provide written acceptance of the additional(s) and rate(s).

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services rendered without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt

Initials: TC

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of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until deliverables have been received and accepted by the County. Payment will be accomplished by submission of an invoice, with the Contract number referenced thereon, to the Director of Public Works, with a copy provided to invoices@nassaucountyfl.com. Payment in advance of receipt of services 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

Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services 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 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 deliverables covered in the *Technical Specifications/Scope of Work* (Attachment "B") shall remain firm as set forth in the Attachment "A", attached hereto and incorporated herein. 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. Permits/Licenses/Fees

Any permits, licenses or fees required for the services will be the responsibility of the Vendor unless otherwise stated.

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 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 materials and/or services 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 agreed upon in a timely and professional manner in accordance with the specifications contained herein.

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. 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 provide all services to the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services 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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This Contract shall begin upon the date of full execution by the last party to execute this contract and terminate on September 30, 2025. The performance period of this Contract may be extended 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 sixty (60) calendar days prior to expiration. 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) calendar 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.

SECTION 21. Supervision

The Vendor shall act as an independent vendor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor’s employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

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.

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

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reflected in the *Certificate of Liability Insurance*, attached hereto and incorporated herein as Exhibit "1". 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. 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, 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 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.

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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.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County’s request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

SECTION 25. Employment Eligibility

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by Consultant during the term of this Agreement to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the Work (under this Agreement), Consultant must include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any

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such portion of the Work. Consultant must include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

SECTION 26. Request for Records; Noncompliance

A request to inspect or copy public records relating to a public agency’s contract for services 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:

- (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.

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

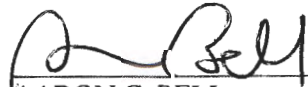
The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding 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

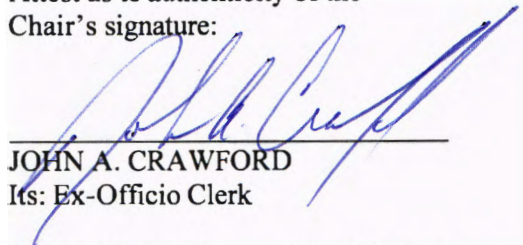
The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract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

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

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


AARON C. BELL
Its: Chairman

*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

Initials: IC

Initials: TCM

CM3098

**BRIGHTVIEW LANDSCAPE SERVICES,
INC.**

TCA
By: Todd Chesnut
Its: 7/12/21
Date: 12/3/2021

Initials: Tc

Initials: TCA



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Judicial Complex Landscaping Contract	
Solicitation Number: NC21-006	
Requesting Department: Facilities Maintenance	Procurement Contact: J. Brian Simmons, Procurement Manager
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: (904) 530-6040 procurement@nassaucountyfl.com
Response Due Date or Closing Date/Time: Thursday, February 25, 2021 @ 10:00 AM ET	
Location to Mail Response: John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, FL 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent:		
Business Address:		
Phone Number:	Fax Number:	E-Mail Address:
Vendor's Florida License Number (as applicable):		
Authorized Signature:		Date:
Printed Name of Signer:		Title:

General Instructions/Declarations

1. Responses will be opened by a representative of the Clerk's Office at the Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097, on the date and time shown above. Response results will be available pursuant to Fla. Stat. §119.071(b) within seven (7) days after opened.
2. Responses must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. This page must be completed and submitted as the top sheet of any response submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Responder's responsibility to advise the Procurement Division at the address noted above if, in the Responder's opinion, any language, requirements, etc. inadvertently restricts or limits the requirements this solicitation to a single source. Such notification must be submitted in writing and must be received by the Procurement Division no later than seven (7) calendar days prior to the solicitation closing date.

(THIS PAGE MUST BE RETURNED WITH YOUR RESPONSE)

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SECTION A. INSTRUCTIONS TO RESPONDERS

- A1.** Responders are expected to carefully examine these solicitation forms, specifications, attached drawings (if any), and all instructions. Failure to do so will be at the Responder's risk.
- A2.** All prices and notations must be in ink or typewritten. No erasure is permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the response. All responses must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- A3. Definitions:** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents and employees.
- A4. Response Price Sheet:** Each Responder shall furnish the information required on the Response Price Sheet (Attachment "E") and each accompanying sheet thereof, if applicable, on which s/he makes an entry. Offers submitted on any other format may be disqualified.
- A5. Response Submittal:** All responses must be submitted in a sealed envelope, plainly marked on the outside with the solicitation name, solicitation number, date/time of opening, vendor's name and return address.

Submit your response as follows: One (1) original and two (2) copies must be submitted, including one (1) electronic copy on a USB thumb drive. Alternatively, responders may submit their responses electronically via the DemandStar platform (www.demandstar.com). Include the response cover page, and response section on which the instructions require return with the response, any page where the respondent has taken exception(s), the duly designated "Price Sheet", and any supporting documentation or literature being submitted in support of your response.

It is the respondent's responsibility to assure that Responses are received in the office of John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, Florida 32097, on or before the date and time specified on page one of this RFP. No facsimile responses will be considered but electronic submissions received via DemandStar will be accepted and considered. Any responses received after the date and time specified will be rejected and returned unopened.

ALL RESPONSES MUST BE MAILED OR SUBMITTED THROUGH DEMANDSTAR. For mailed responses, the sealed envelope containing the response must be enclosed in another envelope addressed to Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, FL 32097.

- A6. Response Opening:** Responses will be opened at the Office of the Clerk on the date and time specified on the cover page of this solicitation at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida.
- A7. Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting:** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information

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may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the “competitive negotiation” process at which a vendor makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- A8. Response Withdrawal/Modification:** Responses may not be withdrawn for a period of ninety (90) days after the response opening date. However, responses may be withdrawn or modified at any time before the response due date after which the Responder may withdraw their response or make any needed modification(s) and resubmit their response without prejudice before the solicitation closing date by communicating their purpose in writing to the Clerk, after which their response will be returned to them unopened.
- A9.** Responders’ attention is specifically called to the terms and conditions of this solicitation. Responders without exception will be solely responsible for all aspects of the terms, conditions and special provisions of this solicitation.
- A10. Lump Sum/Unit Price Accuracy:** Please check your pricing before submitting your response, as no change in pricing will be allowed after the response opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended pricing errors.
- A11. Proper Signatures:** Failure to sign the Declaration/Acknowledgement may result in a disqualification of your response. **Please be sure your response is signed.**
- A12. Limitations on Liability:** Responders are advised that the County will not accept limitations on liability. The successful responder(s) will be fully liable for all damages and events caused by them without any limitations as to dollar amount and they shall waive any right to subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable responders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any response received that limits liability will be considered unresponsive and will not be accepted by the County.
- A13. Questions:** Questions relative to interpretation of specifications or any aspect of the solicitation process shall be received in writing directed to the contact name listed on the cover page no later than seven (7) calendar days prior to the solicitation closing date. Questions of sufficient general interest will be formatted by the Procurement Division and issued to all interested parties in the

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form of an addendum. Oral questions and/or answers are not authorized and the County will not entertain any verbal communications regarding this or any other solicitation.

- A14. Addenda:** It will be the responsibility of the Responder to contact the County prior to submitting a response to ascertain if any addenda have been issued, to obtain all such addenda, and to return an executed Addenda Acknowledgement Form with their response (Attachment "G"). Failure to comply may result in disqualification of the response. County will not consider requests to reopen a solicitation as a result of the failure of a responder to secure addenda.
- A15. Insurance:** Responder shall include in their response package a copy of their current insurance coverage certification that meets or exceeds the requirements of Exhibit "1."
- A16.** Responders are required to refrain from contacting the requesting/evaluating Departments or Divisions during the solicitation process. **ANY QUESTIONS FROM BIDDERS OR EVALUATING DEPARTMENTS OR DIVISIONS MUST BE ADDRESSED TO THE PROCUREMENT DIVISION.** Failure to comply with this requirement may result in disqualification of your response and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.
- A17. Response Check List:** Responders are cautioned to please check their response very carefully, using the following check list of forms to be submitted:

- _____ Response cover page signed
- _____ Response Price Sheet (Attachment "E")
- _____ Addendum Acknowledgement (Attachment "G")
- _____ Public Entity Crimes Sworn Statement (Attachment "H")
- _____ Experience of Responder (Attachment "I")
- _____ Drug Free Workplace (Attachment "J")
- _____ Current proof of insurance

- A18. PRE-BID MEETING:** THERE WILL NOT BE A NON-MANDATORY PRE-BID MEETING

Location: N/A

Time: N/A

Requests for site visits must come through Procurement and be approved prior to any visits.

- A19. Bid Bond (If Applicable):** Each response must be accompanied by a Bid Bond payable to the County for five percent (5.0%) of the total amount of the response. As soon as the response prices have been compared, the County will return the bonds of all except the three (3) highest-ranked and/or lowest-cost responders. When award is made, the bonds of the two remaining unsuccessful responders will be returned. The Bid Bond of the successful responder will be retained until the

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Payment Bond and the Performance Bond have been executed and approved, after which the Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond and shall be payable to the County. **THIS IS NOT APPLICABLE FOR THIS PROJECT.**

- A20. Performance/Payment Bond (If Applicable):** If awarded a Contract, the successful Responder, within ten (10) calendar days of contract execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract, with a corporate surety, for the faithful performance of the work outlined in Attachment “C.” **THIS IS NOT APPLICABLE FOR THIS PROJECT.**

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SECTION B. GENERAL PROVISIONS

- B1. Terms & Conditions:** Responder proposes and agrees, if their response is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Responder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance and payment bonds (if applicable), insurance certificates, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- B2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of invoice, in accordance with the Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice with the contract number referenced thereon and mailed or emailed to the Procurement Division (procurement@nassaucountyfl.com). Payment in advance of receipt of goods/services by the County will not be made.
- Invoice submitted shall be in sufficient detail as to item, service, quantity and price in order for the County to verify compliance with the contract.
- B3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the goods/services provided. Should a representative of the County agree to accept the goods/services on condition that the vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.
- B4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. Vendors shall not include taxes in any response, invoices, or statements.
- B5. Independent Pricing:** By submission of this response, the Responder certifies (and in the case of a joint response, each party thereto certifies as to its own organization) that in connection with this solicitation:
- (a) The prices in this response have been arrived at independently, without consultation, communication, collusion or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or competitor,
 - (b) Unless otherwise required by law, the prices which have been quoted in this response have not been knowingly disclosed by the Responder and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any offeror or competitor; and

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- (c) No attempt has been made or will be made by the Responder to induce any other person or firm to submit or not submit a response for the purpose of restricting competition.
- B6. Conflict of Interest:** All responders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to officer or employee of the County. Further, all responders must disclose the name of any Nassau County officer or employee who owns, either directly or indirectly, an interest of ten percent (10%) or more of the Responder's firm or any of its branches, affiliates, or subsidiaries. Failure to disclose will result in disqualification of the response and/or cancellation of work. The County will seek damages for recoupment of losses in having to re-solicit or re-assign and reserves the right to debar and any vendor who fails to disclose.
- B7. Additional Terms and Conditions:** No additional terms and conditions included with the response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the response submitted. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the responders authorized affixed to the response signature section attests to this.
- B8. Public Records Requirement:** 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) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) 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 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, and
 - 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.

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If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- B9. Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The sworn statement form for Public Entity Crimes under Florida Statute 287.133(3)(a) (Attachment "M") must be submitted with the response.
- B10. Debarred Vendors:** The County reserves the right to withhold award, rescind award or forego award to any responder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a responder who has been barred from doing business with any public entity.
- B11. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses.
- B12. Other Entity Use:** All responders submitting a response to this solicitation agree that such response also constitutes a response to all governmental agencies, under the same conditions, for the same price, and for the same effective period as this response, should the Responder feel it is in their best interest to do so.

Each governmental agency desiring to accept these responses, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation or associated responses.

This solicitation in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

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SECTION C. SPECIAL PROVISIONS

- C1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a response.
- C2. Existing Permits and Identification Numbers:** Any and all permits, state licenses and/or Dept. of Environmental Protection identification numbers are to be available for review upon request.
- C3. Experience of Responder:** Responder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this solicitation and be properly licensed to do business in the State of Florida. Responder, under their current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project. Responder must complete the Experience of Responder form (Attachment "I") and return with response.
- C4. Additional Information:** The County reserves the right to request any additional information needed for clarification from any responder for evaluation purposes.
- C5. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation.

If you choose not to respond to this solicitation, please complete and return Attachment "F" prior to the response opening.

Insurance Requirements must be provided by the successful responder as required.

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SECTION D. AWARD OR REJECTION OF RESPONSES

- D1. Award of Contract:** Award will be made to the vendor most responsive to the solicitation with the lowest cost that meets or exceeds specifications.
- D2. Right to Reject:** The County reserves the right to reject any or all responses, with or without cause, without recourse, to waive technicalities or to accept responses which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the responder and shall not be passed on to or borne by the County. The County also reserves the right to reject the response of a responder who has previously failed to perform properly or complete, on-time and/or on-cost, contracts of a similar nature, or are not, in the County's sole discretion, in a position to perform the contract.
- D3. The Contract:** The County will provide a contract for the successful Responder's execution.
- D4. Placing of Orders:** The award of a contract does not constitute an order or a Notice to Proceed. Before any services can be performed, the successful responder must receive written notification from the County.
- D5. Best Prices:** Award will be made without further negotiation based upon competitive responses; therefore, only "best pricing" should be submitted in response to this solicitation.
- D6. State Contract Pricing/Piggyback Other Entities:** At the time of the evaluation, a comparison may be made between the responses received and the State Contract pricing or solicitation and award by other Governmental Entities for the same item/service. The award will be based on what is in the best interest of the County.

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**ATTACHMENT “A”
PROJECT SUMMARY**

The objective of this solicitation is to obtain quotes from professional landscapers that meet or exceed the professional qualifications detailed in Exhibit “B” of this request. This service contract will be referred to as the Judicial and Records Complex Landscape Maintenance Contract, and the site is located at 76347 and 76449 Veterans Way, Yulee, Florida, 32097.

The landscape area surrounding the Judicial and Records Center Complex, will be maintained to the highest standards allowed. Great care and effort have been invested to ensure well-manicured grass areas, ornamental areas, planting beds, and established tree plantings. It is the intent of this solicitation and the resulting contract(s) for the contractor(s) to provide services of equal or greater quality.

All services will be provided in a timely and efficient manner, as detailed in Exhibit “C.” Any work that is performed outside the scope of technical services outlined in Exhibit “C” must be pre-authorized through the County, including providing a written quote utilizing a “pass-through” rate, also outlined in Exhibit “C.” It is encouraged that all qualified contractors perform a site visit to fully understand the level of services required to fulfill this contract. Exhibit “D” of this solicitation shows the general boundaries of the Judicial and Records Complex but should not to be considered exact. Site evaluations are recommended.

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ATTACHMENT B
CONTRACTOR MINIMUM QUALIFICATIONS

1. The contractor shall demonstrate a minimum of 5 years of experience by submitting written references,
2. The contractor shall demonstrate experience in commercial campus environments of equivalent size by written references,
3. Contractor must possess a Commercial Pesticide Applicator License and an Ornamental and Turf License from Florida Department of Agriculture and Consumer Services,
4. The contractor shall submit a complete inventory of all machinery and vehicles that will be utilized to service the contract,
5. The contractor shall provide resumes of its owners, officers, and supervisors with contact information in case of emergencies,
6. The contractor shall submit an emergency mobilization plan in the event of large-scale damage to the turf, plantings, or irrigation, and
7. The contractor shall provide proof of experience and licensing where required in the following fields:
 - General lawn maintenance such as cutting and edging,
 - Turf management to include fertilizing and pest control,
 - Ornamental plant and shrub care, plantings and pruning,
 - Tree care including pruning, removal and replanting,
 - Trash and debris collection and disposal protocols, and
 - Commercial irrigation maintenance, repair, and installation.

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ATTACHMENT C
TECHNICAL SERVICES/ SCOPE OF WORK

MAINTENANCE PROGRAM:

- Mow all turf areas weekly during the growing season (March 1-November 30) and biweekly during the dormant period (December 1-February 28)
- Edge all walkways, flower beds, roadways, etc.
- Trim all shrubs as needed to retain a well-groomed appearance
- Clean landscape beds of leaves and foreign objects and debris weekly
- Weeds in beds will be removed by manual or chemical application
- All hard surfaces within the complex will be blown free or swept of all landscape debris after each service.
- Remove all landscape debris as a part of every service
- Trash pick-up prior to each service

IRRIGATION SYSTEMS CHECK:

- Contractor will provide inspection reports of all irrigation zones. Reports shall include all damaged components, out of adjustment components, and any additional service work required
- Adjust all sprinklers and all clocks to meet watering demand of turf and ornamental areas
- All repairs necessary will be reported to the County and authorized in writing before work is to begin
- All service calls for irrigation problems will be addressed immediately by the vendor
- Contractor will provide quotes for sprinkler repair on an as-needed basis

FERTILIZATION, WEED AND PEST CONTROL OF TURF:

- Insecticides will be applied utilizing industry standards, best practices, and in accordance with all applicable laws, rules, regulations, statutes, and ordinances
- Additional insecticide treatments, if needed, will be at no additional charge
- Herbicides will be applied for broadleaf weeds

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ATTACHMENT D
AERIAL VIEW OF SERVICE AREA



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- Fertilization will be a slow release type designed for commercial use
- Turf will be treated 6 times per year for pests, weed control, and fertilization

FERTILIZATION AND PEST CONTROL OF ORNAMENTALS:

- Slow release fertilizers will be applied to all ornamental plant material
- Insecticides will be added to control all insect activity
- Ornamentals will be treated 2 times per year or as needed to promote healthy ornamental plants

MULCH SERVICES

- Installation of Cypress Mulch-installed 1 time per year

PALM TREE MAINTENANCE

- Vendor shall perform at least once per year trimming of palm fronds on all palm trees in the designated areas of service for the complex and remove all debris from complex
- Vendor shall provide and utilize slow release formula fertilizer on all palm trees in the designated areas of service for the complex as is needed at least quarterly
- Vendor to monitor palm trees for insect activity and treat with insecticide as needed to protect trees

OTHER SERVICES

- All other services include, but are not limited to, irrigation repairs, shrubbery and tree replacement, and ornamental grasses and flowers, will be provided at a “pass-through” cost. Contractor must provide cost verification with breakdown of labor rates and materials and submit as a part of their invoice. No ad hoc services are to be completed without prior written approval from the County.

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ATTACHMENT E
RESPONSE PRICE SHEET

TOTAL COST FOR SERVICES AT ROBERT M. FOSTER JUSTICE CENTERS \$ _____

TOTAL COST FOR SERVICES AT SHERIFF’S OFFICE AND E.O.C. \$ _____

If pricing is contingent upon award of other current, active solicitations, please note below:

Award will be based on the discretion of the County by the Designated Panel and with the best interest of the County. The County retains the option to award and/or reject any or all responses.

Responder agrees to provide all necessary supervision, labor, machines, tools, apparatus, and other means necessary to complete all the work and furnish all material specified on this solicitation, as approved by the County, in the manner and timeframe prescribed, and according to the requirements of the County herein.

NOTE: All entries in the proposal must be clearly, either typewritten or hand lettered legibly, in ink. Where indicated, response prices must be written both in word and figures. A discrepancy between the amount shown in figures and the amount shown in words may be grounds to disqualify the response.

Company Name

Authorized Signature

State of: _____

County of: _____

Acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

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**ATTACHMENT “F”
STATEMENT OF “NO BID”**

If you do not intend to respond to this solicitation, please help us improve future solicitations by completing and returning this form prior to the date shown for receipt of responses to the Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097.

We have declined to respond on _____
for the following reason(s):

- _____ Specifications are too “restrictive”, i.e. geared toward one brand or manufacturer (please explain below)
- _____ Insufficient time to respond to the solicitation
- _____ We do not offer this product/service or equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear (please explain below)
- _____ Other (please specify below)

Remarks: _____

We understand that if the “No Bid” letter is not executed and returned; our name may be deleted from the list of qualified vendors for Nassau County Board of County Commissioners for future projects.

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address

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ATTACHMENT "G"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC21-006</p>	<p>Addendum # ____ through # ____</p> <p>Date:</p>
<p>Signature of Person Completing:</p>	
<p>Printed Name:</p>	<p>Title:</p>

>>>Failure to submit this form may disqualify your response<<<

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**ATTACHMENT “H”
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response or Contract for _____
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

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ATTACHMENT "I"
EXPERIENCE OF RESPONDER

The following questionnaire shall be answered by the responder for use in evaluating the response to determine the lowest, responsive, and responsible responder, meeting the required specifications.

1. **FIRM NAME:** _____
Address: _____
City/State/Zip: _____
Phone: _____ Email: _____
Name of primary contact responsible for work performance: _____
Phone: _____ Cell Phone: _____
Email: _____

2. **INSURANCE:**
Surety Company: _____
Agent Company: _____
Agent Contact: _____
Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: \$ _____

3. **EXPERIENCE:**
Years in business: _____
Years in business under this name: _____
Years performing this type of work: _____
Value of work now under contract: _____
Value of work in place last year: _____
Percentage (%) of work usually self-performed: _____
Name of subvendors you may use: _____
Has your firm: Failed to complete a contract: ___ Yes ___ No
Been involved in bankruptcy or reorganization: ___ Yes ___ No
Pending judgment claims or suits against firm: ___ Yes ___ No

4. **PERSONNEL**
How many employees does your company employ:

Management	_____ Full time	_____ Part time
Site/Crew Supervisors	_____ Full time	_____ Part time
Workers/Laborers	_____ Full time	_____ Part time
Clerical	_____ Full time	_____ Part time
Other	_____ Full time	_____ Part time

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5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this solicitation.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.

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**ATTACHMENT “J”
DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____ (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition,
2. Informs employees about the dangers of drug use, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations,
3. Gives each employee engaged in providing commodities or contractual services that are under solicitation a copy of the statement specified above,
4. Notifies the employees that, as a condition of providing the commodities or contractual services to the County, that the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt,
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted, and
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Signature lines on the next page.]

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“As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein.”

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
Part Two – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

UMBRELLA INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability Professional Liability, Environmental Liability, Builders Risk or Installation Floater (as applicable) insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies).

- CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations
- CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf
- CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition
- CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Judicial Complex Landscaping Contract	
Solicitation Number: NC21-006	
Requesting Department: Facilities Maintenance	Procurement Contact: J. Brian Simmons, Procurement Manager
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: (904) 530-6040 procurement@nassaucountyfl.com
Response Due Date or Closing Date/Time: Thursday, February 25, 2021 @ 10:00 AM ET	
Location to Mail Response: John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, FL 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent: BrightView Landscape Services, Inc.		
Business Address: 1854 West Road Jacksonville, FL 32216		
Phone Number: 904-725-2552	Fax Number:	E-Mail Address: George.Rugen@brightview.com
Vendor's Florida License Number (as applicable): 14895		
Authorized Signature: <i>Todd Chesnut</i>		Date: 02/11/2021
Printed Name of Signer: Todd Chesnut		Title: SVP

General Instructions/Declarations

1. Responses will be opened by a representative of the Clerk's Office at the Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097, on the date and time shown above. Response results will be available pursuant to Fla. Stat. §119.071(b) within seven (7) days after opened.
2. Responses must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. This page must be completed and submitted as the top sheet of any response submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Responder's responsibility to advise the Procurement Division at the address noted above if, in the Responder's opinion, any language, requirements, etc. inadvertently restricts or limits the requirements this solicitation to a single source. Such notification must be submitted in writing and must be received by the Procurement Division no later than seven (7) calendar days prior to the solicitation closing date.

(THIS PAGE MUST BE RETURNED WITH YOUR RESPONSE)

NASSAU COUNTY INVITATION TO BID
NC21-006 – JUDICIAL COMPLEX LANDSCAPING

ATTACHMENT E
RESPONSE PRICE SHEET

TOTAL COST FOR SERVICES AT ROBERT M. FOSTER JUSTICE CENTER \$ 63,120.00

TOTAL COST FOR SERVICES AT SHERIFF'S OFFICE AND E.O.C. \$ 5,496.00

If pricing is contingent upon award of other current, active solicitations, please note below

Award will be based on the discretion of the County by the Designated Panel and with the best interest of the County. The County retains the option to award and/or reject any or all responses.

Responder agrees to provide all necessary supervision, labor, machines, tools, apparatus, and other means necessary to complete all the work and furnish all material specified on this solicitation, as approved by the County, in the manner and timeframe prescribed, and according to the requirements of the County herein.

NOTE: All entries in the proposal must be clearly, either typewritten or hand lettered legibly, in ink. Where indicated, response prices must be written both in word and figures. A discrepancy between the amount shown in figures and the amount shown in words may be grounds to disqualify the response.

BrightView Landscape Services, Inc.

Todd Chesnut
Authorized Signature

State of: Florida

County of: Duval

Acknowledged and subscribed before me by means of physical presence or online notarization, this 11th day of February, 2021 by Todd Chesnut who is personally known to me or produced as identification.


My Commission GG132303

Patricia L. Loudy
Notary Public

My commission expires 12/04/2021

NASSAU COUNTY INVITATION TO BID
NC21-006 – JUDICIAL COMPLEX LANDSCAPING

ATTACHMENT "G"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC21-006</p>	<p>Addendum # ____ through # ____</p> <p>Date: 2/22/21</p>
<p>Signature of Person Completing:</p> 	
<p>Printed Name:</p> <p>George Rugen</p>	<p>Title:</p> <p>Business Developer</p>

>>>Failure to submit this form may disqualify your response<<<

NASSAU COUNTY INVITATION TO BID
NC21-006 – JUDICIAL COMPLEX LANDSCAPING

ATTACHMENT "H"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response or Contract for BrightView Landscape Services, Inc.
2. This sworn statement is submitted by Todd Chesnut (entity submitting sworn statement), whose business address is 1854 West Road Jacksonville, FL 32216 and its Federal Employee Identification Number (FEIN) is 95-4194223. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Todd Chesnut (please print name of individual signing), and my relationship to the entity named above is Senior Vice President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

NASSAU COUNTY INVITATION TO BID
NC21-006 - JUDICIAL COMPLEX LANDSCAPING

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Todd Chesnut

Signature

02/11/2021

Date

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of February, 2021 by Todd Chesnut who is personally known to me or produced as identification.

My Commision GG132303

Patricia L. Loudy
Notary Public

My commission expires: 12/04/2021

NASSAU COUNTY INVITATION TO BID
 NC21-006 – JUDICIAL COMPLEX LANDSCAPING

ATTACHMENT "I"
EXPERIENCE OF RESPONDER

The following questionnaire shall be answered by the responder for use in evaluating the response to determine the lowest, responsive, and responsible responder, meeting the required specifications.

1. **FIRM NAME:** BrightView Landscape Services Inc.
 Address: 1854 West Rd.
 City/State/Zip: Jacksonville, FL 32216
 Phone: 904-699-8153 Email: George.Rugen@brightview.com
 Name of primary contact responsible for work performance: Chris Cesaro
 Phone: 904-725-2552 Cell Phone: 904-497-2247
 Email: Chris.Cesaro@brightview.com

2. **INSURANCE:**
 Surety Company: Liberty Mutual Insurance Company
 Agent Company: Aon Risk Insurance Services West Inc
 Agent Contact: Simone Gerhard
 Total Bonding Capacity: \$700 Million Value of Work Presently Bonded: \$400 Million

3. **EXPERIENCE:**
 Years in business: 82 Years
 Years in business under this name: 82 Years
 Years performing this type of work: 82 Years
 Value of work now under contract: \$18,000,000 - Jacksonville/St. Augustine Area
 Value of work in place last year: \$18,000,000 - Jacksonville/St. Augustine Area
 Percentage (%) of work usually self-performed: 90%
 Name of subvendors you may use: Tru - Green, Innovative Mutching, Taylor Tree
 Has your firm: Failed to complete a contract: ___ Yes X No
 Been involved in bankruptcy or reorganization: ___ Yes X No
 Pending judgment claims or suits against firm: ___ Yes X No

4. **PERSONNEL**
 How many employees does your company employ:

Management	<u>20</u>	Full time	<u>___</u>	Part time
Site/Crew Supervisors	<u>54</u>	Full time	<u>___</u>	Part time
Workers/Laborers	<u>150</u>	Full time	<u>___</u>	Part time
Clerical	<u>4</u>	Full time	<u>___</u>	Part time
Other	<u>2</u>	Full time	<u>___</u>	Part time

NASSAU COUNTY INVITATION TO BID
NC21-006 – JUDICIAL COMPLEX LANDSCAPING

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this solicitation.

Reference #1:

Company/Agency Name: Ritz-Carlton, Amelia Island
 Address: 4750 Amelia Island Parkway Amelia Island, FL 32034
 Contract Person: Paul Hurst - Director of Engineering
 Phone: 904-491-6775 Email: Paul.Hurst@ritzcarlton.com
 Project Description: Landscape Maintenance, Fertilization, Mulch, Irrigation, Palm Maint, Flowers
 Contract \$ Amount: \$300,000.00
 Date Completed: Current Customer 10+ Yrs

Reference #2:

Company/Agency Name: Florida Blue Campus
 Address: 4800 Deerwood Campus Parkway Jacksonville, FL 32246
 Contract Person: Elizabeth Gaulien - Vendor Services Manager
 Phone: 904-905-0264 Email: Elizabeth.Gaulien@bcbfl.com
 Project Description: Landscape Maintenance, Fertilization, Mulch, Irrigation, Palm Maint, Flowers
 Contract \$ Amount: \$400,000.00
 Date Completed: Current Customer 4+ Yrs

Reference #3:

Company/Agency Name: Watermill HOA and Common Roadways
 Address: 9351 Argyle Forest Blvd. Jacksonville, FL 32222
 Contract Person: Jesse Skinner - Regional Director
 Phone: 904-483-3092 Email: jskinner@lelandmanagement.com
 Project Description: Landscape Maintenance, Fertilization, Mulch, Flowers, Rdway Mowing
 Contract \$ Amount: \$100,000.00
 Date Completed: Current Customer 5+ Yrs

REMINDER:

THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.

NASSAU COUNTY INVITATION TO BID
NC21-006 – JUDICIAL COMPLEX LANDSCAPING

ATTACHMENT "J"
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
BrightView Landscape Services Inc. (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition,
2. Informs employees about the dangers of drug use, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations,
3. Gives each employee engaged in providing commodities or contractual services that are under solicitation a copy of the statement specified above,
4. Notifies the employees that, as a condition of providing the commodities or contractual services to the County, that the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt,
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted, and
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Signature lines on the next page.]

NASSAU COUNTY INVITATION TO BID
NC21-006 -- JUDICIAL COMPLEX LANDSCAPING

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Todd Chesnut
Authorized Signature

02/11/2021
Date Signed

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of February, 2021 by Todd Chesnut who is personally known to me or produced as identification.

My Commission GG132303
Patricia L. Lowdy
Notary Public

My commission expires: 12/04/2021



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).

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

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	ADDITIONAL INSURED	SUBROGATED	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 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <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	<input checked="" type="checkbox"/> 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	WLCR50803867 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

CERTIFICATE HOLDER Nassau County Board of County Commissioners Attn: Brian Simmons 96135 Nassau Pl., Ste. 2 Yulee FL 32097 USA	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
--	--

Holder Identifier : BCIFRGLJN0P Certificate No : 570088338710

BrightView



**Nassau County Board of County
Commissioners**

**Jucicial Complex Landscaping
Contract**

NC21-006

February 25, 2021 @ 10:00 AM ET

BrightView

Landscape Services

February 21, 2021

Mr. Brian Simmons
Procurement Manager
96135 Nassau Place, Suite 2
Yulee, FL 32097

RE: **NC21-006 Judicial Complex Landscaping Contract**

Dear Brian,

BrightView is pleased to submit a professional landscape proposal for the Judicial Complex. Based on our history servicing counties throughout Florida and particularly county work and building campuses. We will focus on being pro-active, providing consistent, high quality service, maintaining plant material health, dedicated and innovative communication, and providing a sense of urgency to meet county needs.

The enclosed proposal was developed based on feedback and our experience. Our skilled team will continue to achieve your landscape goals and keep your county properties looking their best. Again, our service commitment will include these areas as a high priority:

Priority item #1: Plant Material Health screams "Curb Appeal" to Current and Prospective Residents as well as county workers. BrightView feels and understands your concern when residents and visitors notice the lack of green color in the turf, dead palm fronds, bed weeds and the like. Healthy turf is a deep, dark green color signifying proper nutrients, appropriate irrigation and fertilization, as well as the care and pride of the community. We also understand the concern for following the "Florida Best Management Practices" directives established by the University of Florida. Items such as proper fertilization techniques, minimizing grass clippings into retention ponds, proper mowing and trimming techniques, and community landscape enhancement plantings. We further understand that trees and shrubs are expected to be healthy, upright, vigorous and colorful. To these ends, we will use the latest fertilizer formulations, irrigation techniques and Florida Friendly maintenance practices to achieve this high level curb appeal, with details presented later in this proposal.

George Rugen
1854 West Rd.
Jacksonville, FL 32216
cell 904 887 8553
george.rugen@brightview.com
www.brightview.com





Priority item #2: Communication. Communication between your County Manager, and BrightView will either make or break our contract. All the best intentions and service capabilities are useless if we do not communicate clearly with you. Our proposal will refer to specific reporting tools such as property management reports, irrigation inspection reports, and site specific enhancement ideas. These written reports, along with monthly property walks, will demonstrate not only our ability to keep the County informed of our services, but demonstrate our care and concern to constantly improve Nassau County's landscape investment. Additionally we are offering the latest advances in communication, BrightView Connect. BrightView Connect is our exclusive portal that allows County employees to interact with landscape issues immediately. Managers can log on, input a landscape issue and have the ability to track their individual request in real time until the situation is resolved. Managers will be able to oversee the status of all outstanding landscape issues at a glance without picking up a phone or sending an email.

Priority item #3: Vendor Capabilities and Pricing. Vendor Capabilities and Pricing together reflect the Ultimate Outcome of your Satisfaction. Too few hours on the job means services go missed. Inadequate training and service practices result in unsightly "curb appeal". Rest assured, BrightView has extensive employee training, initial job assessment techniques, and a "value-driven" pricing program that results in a quality performance and customer satisfaction level second to none in the industry. All of this means our price and our service level is driven by your desired outcome for the property. Please note that our pricing that follows will be tied directly to your service expectations. As an added Bonus, our Digital Design studio is offered to all of our clients at no additional charge to provide digital renderings of any upcoming landscape project you have in mind.

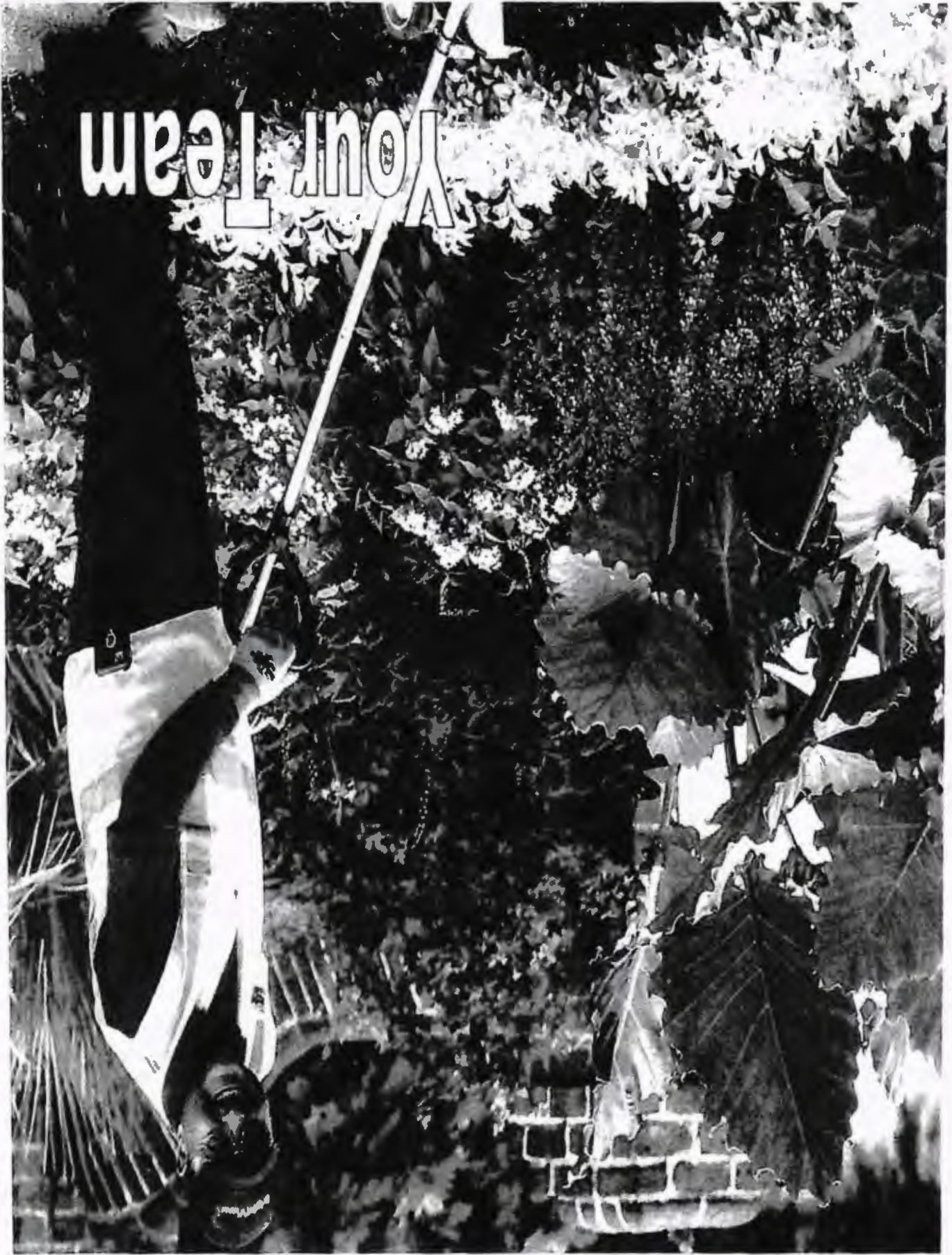
As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with BrightView, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at (904) 699-8153 or by email at George.Rugen@BrightView.com

Sincerely,

A handwritten signature in black ink, appearing to read "George Rugen".

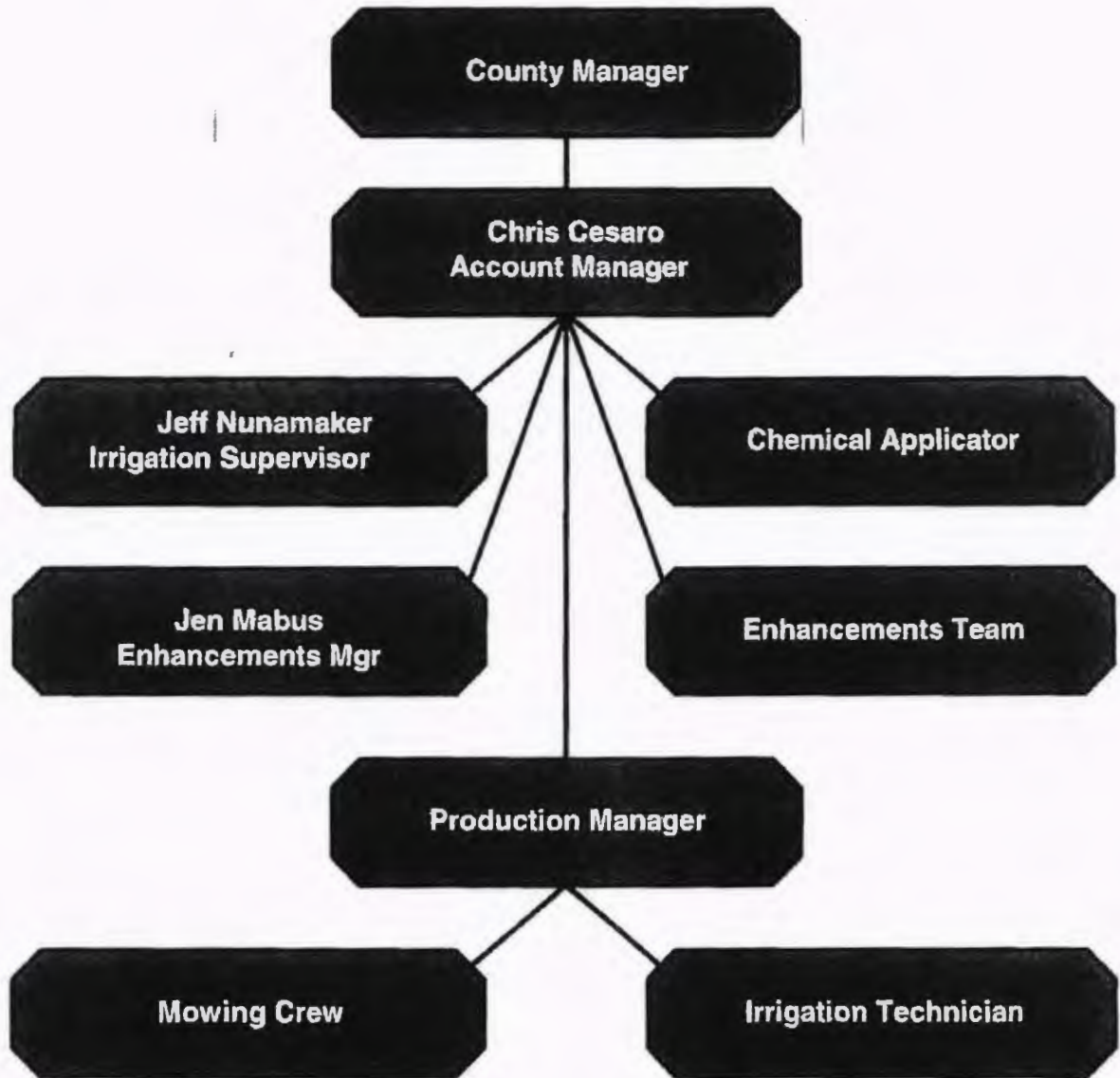
George Rugen
Business Developer



Your Team

YOUR CUSTOMER SERVICE TEAM
Nassau County

The crew hand selected to maintain the Judicial Complex has the skills and experience necessary to meet your specific needs and expectations. Meet your team:



RESPONSIVE COMMUNICATION
Nassau County

- We will keep you informed when addressing unknown factors that occur from Mother Nature
- You will have 24/7 access to your Account Manager, Chris Cesaro, by telephone (904) 497-2247 and email Chris.Cesaro@brightview.com. Our gardeners and irrigation specialists are also available around the clock.
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation.
 - For minor irrigation issues, we will do everything possible to turn off the water supply within two hours or less of being notified and fix the problem the next business day.
 - All safety hazards will be resolved at the time we are notified.
 - You can expect a response and proposed solutions to after hours emergencies within two hours or less
 - The following are your 24-hour emergency contacts.

Chris Cesaro	Nassau County Account Manager	(904) 497-2247
Jeff Nunamaker	Irrigation Manager	(904) 704-8998
Chris Webber	Branch Manager	(904) 401-5502
Jen Mabus	Enhancement Manager	(904) 226-1747



CHRISTOPHER C. CESARO

15243 Parkside Avenue, Suite 101
Springfield, MA 01104
Cjcesaro1996@outlook.com
9041 387 2357

Account Manager / Branch Safety Leader/ Environmental Health and
Safety Manager

EXPERIENCE

JANUARY 1998 TO MAY 2010

**ACCOUNT MANAGER / TRAINING PROGRAM ADMINISTRATOR
NANAK'S LANDSCAPING INC.**

(Account Manager) - Manage a portfolio of commercial accounts. Manage all aspects of exterior landscape needs and New enhancements installations. Work with property owners, property managers and H.O.A. boards to maintain and improve landscapes and landscape services. Assist clients in creating budgets and developing cost controls. Estimate price, materials and labor for new enhancement projects and manage installs. Manage and develop efficient customer service teams to include multiple maintenance crews and production Managers.

(Training Program administrator) – ensure that all new hire employees are well versed in company policies as well as operational procedures required for day to day operations. Ensure that all new hire employees are able to operate all lawn care equipment required to perform their daily duties both safely and efficiently with adequate focus to avoid injury and property damage.

Ensure that Best Management Practices are being taught and implemented by all employees in all aspects of daily job duties.

MAY 2010 – SEPTEMBER 2015
REGIONAL BRANCH SAFETY OFFICER / REGIONAL ONBOARDING
MANAGER VALLEYCREST LANDSCAPE SERVICES INC.

(Regional Branch Safety Officer) -Lead site Facility Maintenance and Environmental Health and Safety (EHS) for multiple branch locations in North East Florida. Integrating knowledge of current industry technologies with broad understanding of client requirements. Serves an essential role in leading, partnering and supporting business driven technical and strategic initiatives in alignment with the Global safety operating plan. Additional responsibilities include; complying with Department of Agriculture/OSHA standards, site EHS programs, overseeing the site Personal Protective Equipment program (P.P.E.). Equipment certification program and managing Department of transportation fleet compliance and record keeping. Onsite crew safety audits to ensure compliance in safety standards and P.P.E. use.

(Regional Onboarding Manager) – Plan and execute onboarding practices for multiple branch locations in North East Florida based on individual branch needs. Understand onboarding needs for multiple branch locations including seasonal headcount requirements in accordance with labor budgets and contract requirements based on employee count. Execute all areas of onboarding paper work to include I-9 verification processes and electronic document verification. Facilitate orientation process in a group setting for multiple branch locations. Execute seasonal layoffs.

**SEPTEMBER 2015 – CURRENT
ACCOUNT MANAGER / BRANCH SAFETY LEADER BRIGHTVIEW
LANDSCAPE SERVICES CENTRAL JACKSONVILLE**

(Account Manager) - Manage a portfolio of commercial accounts. Manage all aspects of exterior landscape needs and New enhancements installations. Work with property owners, property managers and H.O.A. boards to maintain and improve landscapes and landscape services. Assist clients in creating budgets and developing cost controls. Estimate price, materials and labor for new enhancement projects and manage installs. Manage and develop efficient customer service teams to include multiple maintenance crews and production Managers.

(Branch Safety Leader) - Lead site Facility Maintenance and Environmental Health and Safety (EHS) for Brightview Central Jacksonville operations. Integrating knowledge of current industry technologies with broad understanding of client requirements. Serves an essential role in leading, partnering and supporting business driven technical and strategic initiatives in alignment with the Global safety operating plan. Additional responsibilities include; complying with Department of Agriculture/OSHA standards, site EHS programs, overseeing the site Personal Protective Equipment program (P.P.E.). Equipment certification program and managing Department of transportation fleet compliance and record keeping. Onsite crew safety audits to ensure compliance in safety standards and P.P.E. use.

EDUCATION

JANUARY 1996

**ASSOCIATE OF ARTS (AA) FLORIDA SOUTHERN COLLEGE AT
LAKELAND**

Associate of arts in agricultural systems management with a focus on agribusiness.

FEDERAL STATE AND LOCAL TECHNICAL CERTIFICATIONS HELD

- State of Florida Department of agriculture – JE104237
- State of Florida Department of Environmental Protection Green Industries B.M.P. GV16732 -1
- Trenching/shoring/excavation competent person - 1926.650 -1926.652(p)
- OSHA 10 – 10 hour occupational safety and health studies in construction safety and health.
- OSHA 30 – 30 hour training in general industry safety and health – 20-601251033
- C.P.R. / first aid – American red cross
- C.P.R. / First Aid certified trainer – Instructor – American Red Cross
- Florida Department of Transportation Approved maintenance of traffic (M.O.T.) – FDOT 125/4678

SKILLS

- Ability to evaluate local and state roadways in order to assess, construct, and monitor work zones along roadsides with the ability to redirect the directional flow of traffic.
- Ability to direct flagging operation in accordance with department of transportation | M.O.T. standards
- Excavation competent person with the authority to assess, monitor and direct trenching / shoring/excavation operations in accordance with OSHA standards and safe practices.
- OSHA compliance record keeping / OSHA 300 compliance



Principal Officers

Andrew Masterman joined BrightView as CEO in December 2016. He has an extensive background across varied industrial businesses, with significant experience managing large organizations.

Andrew most recently served as Executive Vice President at Precision Castparts, a Berkshire Hathaway company that specializes in manufacturing structural investment castings, forged components, and airfoil castings for aircraft engines and industrial gas turbines. At Precision Castparts, Andrew also served as President of the Wyman Gordon and Structural Casting divisions. Prior to Precision Castparts, he was President and Chief Executive Officer of North America for ESAB Group, Inc., a leader in welding and cutting equipment and consumables. Andrew earned a Bachelor of Arts degree with distinction in Political Science from Colorado College and advanced degrees in Engineering, Japanese and Business Administration from the University of Michigan.



As Chief Financial Officer, John Feenan is responsible for developing BrightView's financial and operational strategy, business performance metrics, control systems and corporate financial reporting.

Prior to joining BrightView, John served as CFO of Trinseo, a leading global materials company with revenues over \$5B. There, he built a best in class financial organization leading the company to a public offering. John, who began his career at IBM Corporation, has also served as CFO for other publicly traded and private equity backed organizations including JMC Steel Company and HB Fuller.

John earned his Bachelor's degree in business and economics from St. Anselm College and his MBA from the University of North Carolina, Chapel Hill. He is a certified management accountant and a certified green belt, lean six sigma.



Jeff Herold is President of BrightView Landscape Services. In addition to BrightView's landscape and snow maintenance teams, Jeff leads the company's golf and tree care businesses and its Environmental Health and Safety group.

With more than 35 years' experience, Jeff is one of the most seasoned executives in commercial landscaping. He previously served as Chief Operating Officer of BrightView Landscape Services. Prior to that he was Chief Operating Officer of The Brickman Group.

Jeff graduated from the State University of New York at Alfred with a degree in Ornamental Horticulture and Landscape Contracting.



As Executive Vice President and Chief Information Officer, Brian Bruce oversees IT strategy, business governance, application support, IT services, and infrastructure operations. He has 25 years of experience that blends public company IT leadership and large scale program management including ERP implementations, process reengineering, M&A, Sarbanes-Oxley, and global system rollouts.

Prior to BrightView, Brian led the IT team at QLogic, supporting global business groups at this network technology company. Previously, he served as Chief Information Officer for 7 years at KB Home, a national homebuilder, and held a variety of leadership positions at Accenture over the course of his 15 year tenure.

Brian earned a Bachelor of Arts in Economics from the University of California at San Diego.



Todd Chambers was named Chief Marketing Officer in 2017 with responsibility for leading BrightView's marketing, communications and customer experience initiatives. He brings a wide breadth of experience in both corporate and agency marketing leadership to his role with BrightView.

Todd most recently served as partner and Chief Marketing Officer for Chief Outsiders, a national consultancy that specializes in providing fractional senior marketing leadership for companies seeking to accelerate growth. Prior to joining Chief Outsiders, Todd held CMO or senior marketing leadership positions for a variety of high tech, industrial products and service companies, including Courion Corporation, Presstek, Onyx Software, and Parametric Technology. He also served as a senior partner with Ogilvy & Mather, a leading international advertising and marketing agency, where he was founder and chairman of the firm's online interactive marketing agency OgilvyInteractive Asia/Pacific.

Todd earned a bachelor of arts degree in political science with a minor in computer science from the University of Colorado at Boulder.



Jonathan M. Gottsegen joined BrightView in 2016 as Executive Vice President, Chief Legal Officer and Corporate Secretary. In this role, he is responsible for providing legal and business counsel, upholding ethical standards and legal considerations, and minimizing organizational risk. Jonathan brings to BrightView extensive experience in mergers and acquisitions, finance, litigation, securities, compliance, employment law, regulatory matters and corporate governance. He most recently served as senior vice president, general counsel and corporate secretary for United Rentals, the world's largest equipment rental provider with \$6B in revenue and 900 branches in North America. His prior public company experience includes directing the Corporate and Securities Practice Group at The Home Depot and serving as securities counsel for Time Warner.

Jonathan earned his Juris Doctorate at Tulane University's School of Law and his Bachelors of Arts at Emory University.



Daniel Dohar joined BrightView in 2017 as Chief Human Resources Officer. Dan leads all Human Resources functions, including compensation and benefits, organizational development, recruitment, onboarding, and performance management.

Prior to joining BrightView, Dan served as Senior Vice President – Human Resources for Precision Castparts Corporation's Forged Products Segment as well as having served in a similar role with the Airframe Products Segment. There he provided Human Resources support and organizational development for over 50 facilities and more than 7,000 team members. Dan also has held Senior HR leadership positions with TriMas Corporation, Newell Companies, and Lithonia Lighting.

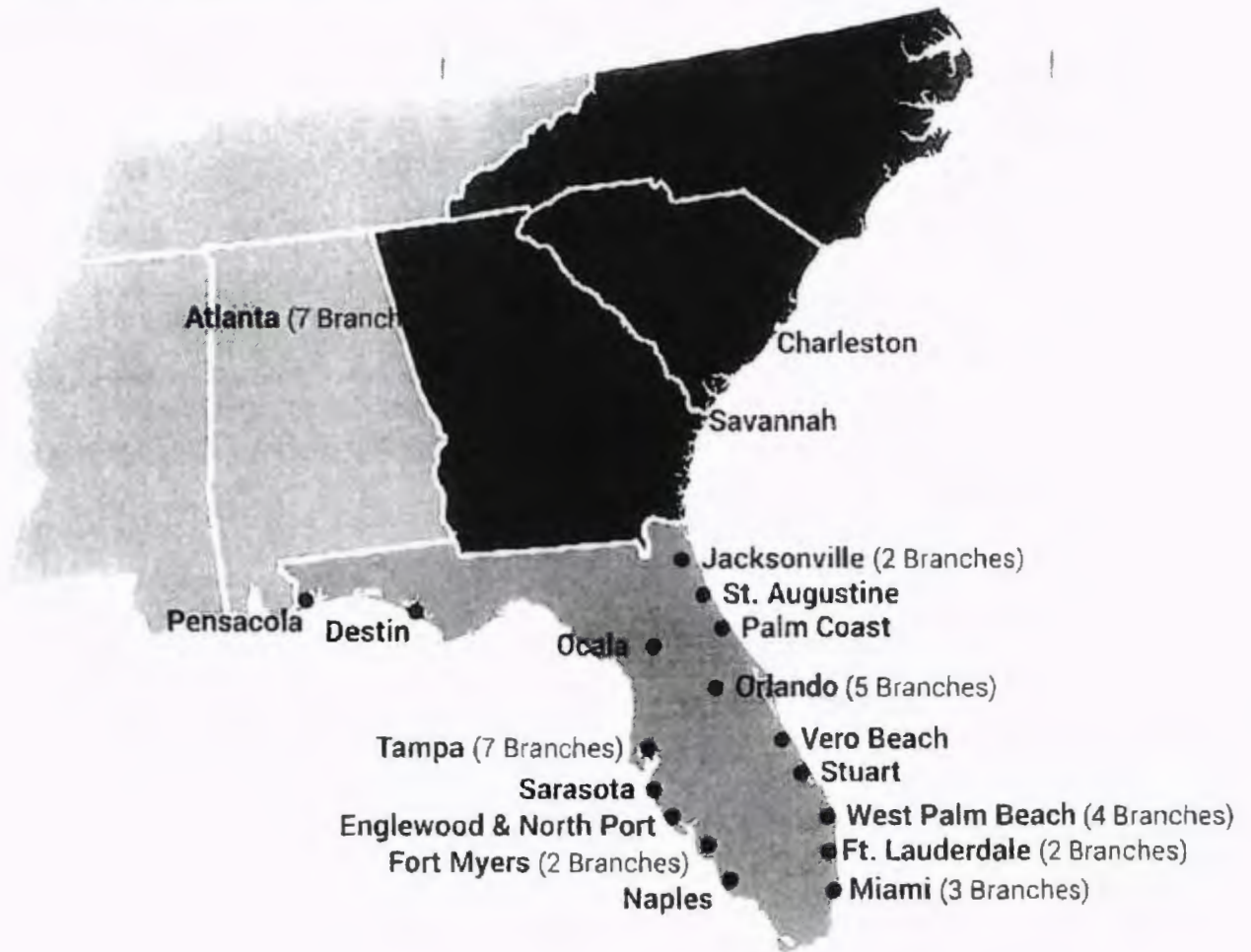
Dan earned a Bachelor of Science degree in both Mechanical Engineering and Operational Management from Kettering University, formerly known as General Motors Institute.



OUR COMPANY - YOUR COMMUNITY

Nassau County

BrightView brings *140 years* of experience and client-focused service. We function under the belief that taking care of our teams and clients should always be at the heart of what we do. True to our name, BrightView represents our optimism for the future-offering new opportunities for our clients and team members to succeed.



TRAINING AND TAKING CARE OF OUR PEOPLE

Nassau County

Training Your Team to Exceed Your Expectations

We understand that on site well trained and tenured team members provide outstanding quality and customer service. Every gardener on AIPCA team is required to complete our certification program, which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

A Safe Community and Workplace is Our Priority

The safety and well-being of the Plantations Residents, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

Preserving a safe environment

- Criminal background checks
- E-Verification
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- BrightView logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- BrightView Logo on Vehicles
- Required use of cones to demark safety zone
- PTO
- Benefits (401k, Health Insurance, Dental, Vision)

Crew Safety

- Monthly Rodeo Trainings
- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls
- Gardener Training

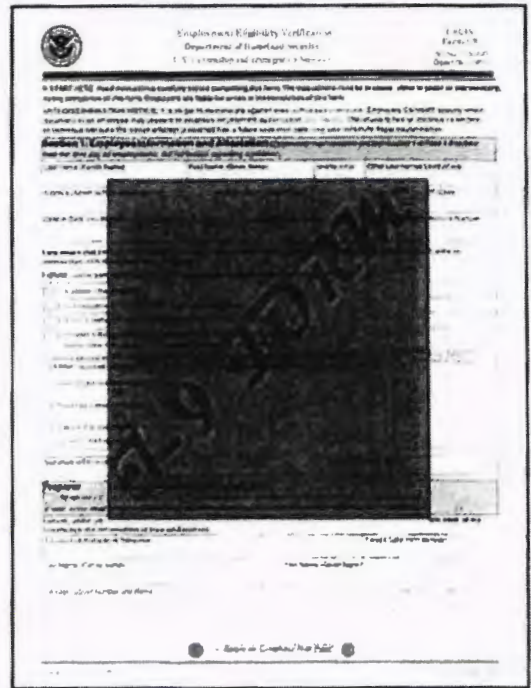




BRIGHTVIEW YOUR E-VERIFIED EMPLOYER



U.S. Citizenship and Immigration Services



- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.
- The organization's participation in E- Verify improves our ability to ensure the individuals we hire and are working on our client's sites are authorized to work in the United States.
- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.

BrightView

Landscape Services

2



Capabilities

BRIGHTVIEW LANDSCAPE MAINTENANCE
Nassau County

Jacksonville Program

St Augustine Turf

Trt	Application Dates	Type	Maintenance Description (unit of measure)	Material
1	March	G	Fertilization	24-0-10 75% PSCU + AS Pre M
2	May	L	Fertilization with Chinchbug control (lb)	10-0-20 +.95% Arena
3	July	L	Fertilization with Chinchbug control (lb)	10-0-20 +.95% Talstar
4	September	G	Fertilization	24-0-10 75% PSCU + AS Pre M
5	October*	L	Liquid with Iron and Insecticide	10-0-20 +Chelated Iron
6	November	G.L	Winterizer Fungicide Pre Emergent	24-0-10 75% PSCU + AS Pre M
IPM and Misc Applications				
A	Dec/Jan	L	Broadleaf weed control	Celsius
B	Mar to Oct	L		Octane (ml)
C	As needed	L	Summer weed control	Mansion (oz)
				Lontrel (Not on residential lawns)
D	As needed	L	Sedge control and with Amine 400 in winter	Certainty (gm)
				Amine 400
E	As needed	L	Brown Patch or other Disease	Heritage G
F	As needed	L	Sedge control	Certainty (gm)

* Product formulation to be determined.

Ornamental Program

Trt	Application Dates	Type	Maintenance Description (unit of measure)	Material
1	February	L	Merit Drench on Azalea, Crape Myrtle (oz)	Bandit 2F
2	April	G	Fertilization of beds	13-0-13
3	April May	L	Preemergence Weed Control in Beds	Pre M Aquacap
4	Aug Sept	L	Preemergence Weed Control in Beds	Pre M Aquacap
5	Sept Oct	G	Fertilization of beds	13-0-13
IPM and Misc Applications				
A.	As needed	L	Insect and Scale Control	CrossCheck Plus
				Horticultural Oil (gal/100 gal)
B	As needed	L	Spider mite control	Avid
C	As needed	L	General Disease Control	T-Storm Flowable (fl oz)
D	Apr/May & Sept	L	Plant growth reduction	Atrimmec (fl oz/100 gal)
E	As needed	L	Weed control in beds	Prosecuter Pro (fl oz)

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

Nassau County

SCOPE OF WORK:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

LAWN CARE:

Mowing and Edging

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance. Outside of focal areas, edging surfaces will alternate between hard surfaces and bed lines weekly.

Fertilization

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Disease control

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Insect control

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

BrightView

Landscape Services

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

GROUND COVER NEAR SHRUB AREAS**Edging**

Edge ground cover as needed to keep within bounds and away from obstacles

Pruning

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill

Weed Control

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge This type of control should be used only if a known weed problem warrants its use

Post-emerge Control broadleaf weeds with selective herbicides

The chosen chemical will be recommended and legally approved for the specific weed problem

Fertilization

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

Pesticide

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of imported pests

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer

TREE CARE:

Pruning

Height limitation for tree pruning covered in the specification is 8 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 10 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

Staking

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

Palm Pruning

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

MULCHED AREAS:

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. Mulch beds should be replenished with up to 2" of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

IRRIGATION SYSTEM:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$75.00 emergency calls will apply.

DEBRIS CLEANUP:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

RESULTS IN THE FIRST 30 DAYS

Nassau County

Our goal is to show a noticeable difference within the first 30 days on the job. Through our onsite inspections, property reviews and conversations with you and your team, together we will construct service, communication and action plans best suited for Amelia Island Plantation. Listed below are tasks we will fulfill in the first 30 days based on priorities you have already identified.

Irrigation

- Perform a thorough inspection of the systems and components
- Map the system showing locations of major components and zone coverage.
- Sample the soil and adjust watering schedule for desired moisture.
- Recommend necessary repairs and upgrade
- Identify water shutoffs in event of emergency

Shrubs and Beds

- Remove weeds
- Prune all shrubs
- Eliminate sucker growth and volunteer plantings from beds.
- Apply insect and disease control practices to plant material
- Propose solutions for dead plant replacements

Safety

- Trim plant material blocking line of sight to buildings and facilities
- Identify obstacles in the path of motion for production teams
- Identify trip hazards created by plant or tree growth
- Provide proposal to ensure tree canopies are above the height of vehicles in parking areas
- Identify drainage problems and propose solutions

Communication

- Introduce Account Manager and key staff
- Walk site with Property Manager and BrightView team
- Determine your preferred communication methods
- Schedule key production cycles
- Deliver all key contact information for the team

Turf

- Apply Broadleaf Weed Control
- Develop customized fertilization program
- Apply blanket coverage of chinch bug suppression agent
- Apply Pre-emergent weed control to inhibit new growth

Trees

- Provide proposal to elevate canopies for clearance and safety.
- Repair tree wells as needed
- Propose to replace or repair improperly installed or damaged tree stakes
- Provide an extensive plan for preserving and maintaining legacy trees

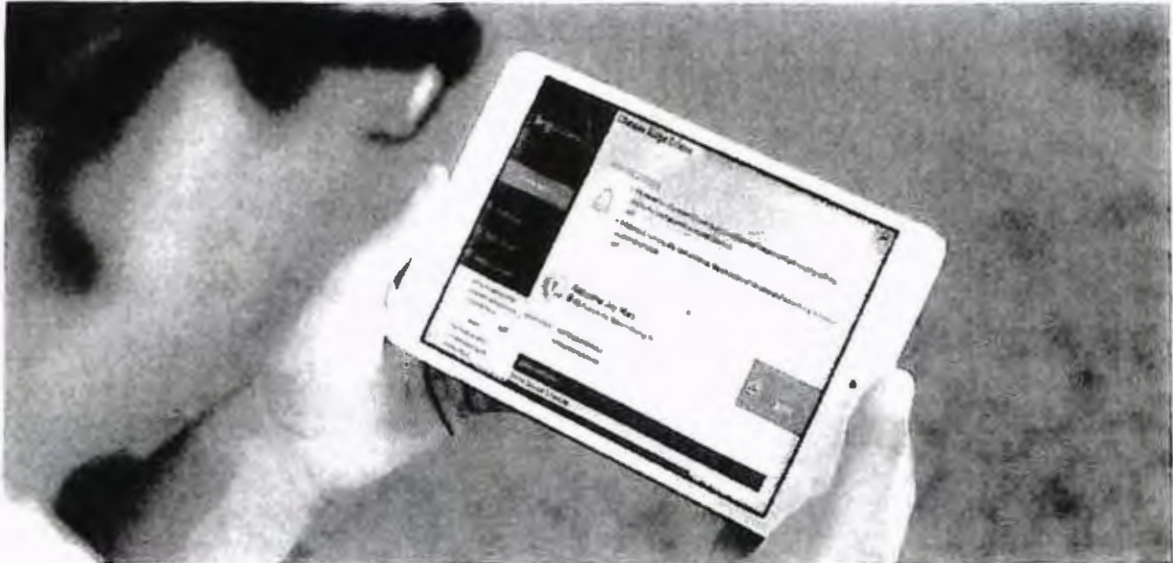
BrightView

Landscape Services

BRIGHTVIEW CONNECT

Nau County

Success in any landscape is made up of two things, the right people with the right tools and BrightView has been a leader in the development of both. All properties are especially challenging as every county resident is a customer. Communication between Managers, County workers, residents, and BrightView personnel and the County contacts is nearly impossible without the right tool, so we've developed BrightView Connect.



County Managers	Building Managers	Facility Managers	BrightView Personnel
-----------------	-------------------	-------------------	----------------------

- | | | | |
|--|--|---|--|
| <ul style="list-style-type: none"> • Dashboard with overview of all service tickets • Snapshot report of BrightView's performance from response time to resolution • Submit Service Tickets on behalf of homeowners or common areas with or without pictures • Provide community alerts (landscape or non-landscape related) • Printable reports for BOO Meetings | <ul style="list-style-type: none"> • Dashboard with overview of all service tickets • Snapshot report of BrightView's performance from response time to resolution • Submit Service Tickets for their own, their neighbors home or the common areas with or without pictures • Provide community alerts (landscape or non-landscape related) • Printable reports for BOO Meetings | <ul style="list-style-type: none"> • Submit Service Ticket, for their home, their neighbors home or the common areas with or without pictures • Submit Special Requests • Receive notifications when submitted service tickets are updated • Update open service tickets • Receive community alerts • Check Maintenance Schedules • Smartphone capable | <ul style="list-style-type: none"> • Receive service tickets in the field in real time • Update service tickets with comments and pictures in the field in real time • End: service tickets so they can be tracked • Sort tickets in the field by supervisor and by street to resolve issues more efficiently • Update schedule changes • Provide community alerts • Track special requests |
|--|--|---|--|

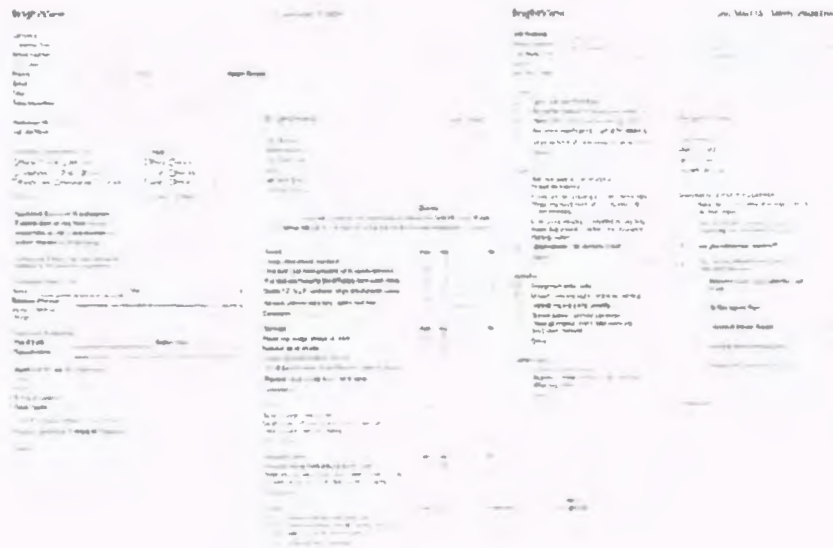
COMMUNICATION CATERED TO YOUR STYLE

Nassau County

To ensure a successful partnership, effective communication is one of our top priorities. We have found the best way to keep our customers highly satisfied is to always make sure we understand your current needs and priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.

Proactive Communication

- Walk your property with you to continually be aware of your priorities
- Report our daily maintenance activities as often as you prefer
- Provide digital photos to verify technical issues, damage and plant and tree health
- Digital Design studio to provide state of the art imaging for your enhancement projects



PRESERVING THE VALUE OF YOUR ASSET**Nassau County**

The leader in innovative landscape maintenance solutions, we seek out ways to help our customers save money through more efficient and healthier landscapes. Our integrated practice allows us to offer our customers additional services that protect the landscape and add value to the asset. This provides you with the ease of working with your one trusted service provider, BrightView, and frees you up from having to manage multiple third-party consultants saving you time and money. Value-added services we offer that could benefit your property include:

- **Highest percentage of Best Management Practices Certified Personnel in the industry**
- **Multiple Certified and Licensed Irrigation Managers**
- **24 Hour Emergency Response**
- **Licensed Pest Control Services provider**
- **Digital Design Studio**
- **In-house nationally certified Tree Arborists**



BrightView
Landscape Services

EMERGENCY RESPONSE TEAM... READY WHEN YOU NEED US
Nassau County

With hundreds of locations, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes / water spouts, and severe weather.

When a catastrophe occurs, your local Branch Manager, Chris Webber, will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly and safely serviced.

Resources from branch offices will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly. **DETAILS ON NEXT 11 PAGES**





Page #	1 of 11	Procedure Policy #	Hurricane Preparedness & Response Plan
Procedure Owner	EHS Department	Revision #	BEHSP 005 1
		Implementation Date	June 2015
		Last Reviewed/Update Date	November 2017
		Approval	Mark Ludewig

1. Purpose

To provide a comprehensive list of procedures for preparations related to storm emergencies on jobsites or branch locations occupied by BrightView employees. Actual physical situations and weather conditions may affect the execution of this plan, and this plan is to be utilized as the authoritative guide for the process.

BrightView watches the weather closely during the hurricane season, which runs from June 1st to November 30th every year.

BrightView has an emergency / storm work procedure in place. This operation, in conjunction with the Corporate EHS Team, has a selected group of employees that are on alert during our storm season. For the safety of our employees, the crews CANNOT be dispatched until the storm is passed. After the storm has passed, the jobsite or branch location will be evaluated for safe work conditions, and the employees are not allowed to return to work until the site has been deemed safe and sanitary for work.

BrightView can bring in additional equipment and labor from all regions throughout the country, if needed, with the approval of the authorized representative.

As a matter of protocol, BrightView monitors the weather for Tropical Storms, Hurricanes, and other issues related to weather during the storm seasons. The key to providing the safest environment for our employees is based upon Preparations, Storm Awareness, Communication, and Response.

2. Introduction

No plan can provide complete directions for each specific circumstance that may develop, however the Environmental, Health, & Safety Team has developed this Hurricane Preparedness and Response Plan in order to:

- Acquaint personnel with hurricane hazards;
- To indicate the action required to overcome or minimize these hazards and;
- To define responsibility in carrying out such action

Please familiarize yourself with the procedures and responsibilities as outlined in this Plan.

Specific activities and advisories are subject to change by Branch or Regional Leadership as appropriate to specific circumstances. This Plan shall not be construed in a manner that limits the use of prudent judgement and common sense.

3. Hurricane Terms

Hurricanes are nature's most powerful storms. Once a hurricane is formed, it may last for several days destroying everything in its path. Familiarize yourself with these terms to help identify a hurricane hazard.

Tropical Depression:

An organized system of clouds and thunderstorms with a defined surface circulation and maximum sustained winds of 38mph (33 knots) or less. Sustained winds are defined as one-minute average wind measured at about 33ft (10 meters) above the surface.

Tropical Disturbance:

A moving area of thunderstorms in the tropics that maintains its identity for 24 hours or more.

Tropical Storm:

An organized system of strong thunderstorms with a defined surface circulation and maximum sustained winds of 39-73 mph (34-6. Knots).



Page #

2 of 11

Procedure Owner

EHS Department

Procedure

Polc #

Revision #

Implementation Date

Last Reviewed/Update Date

Approval

Hurricane Preparedness &

Res onse Plan

BEHSP-005

1

June 2015

November 2017

Mark Ludewig

Hurricane:

An intense tropical weather system of strong thunderstorms with a well-defined surface circulation and maximum sustained winds of 74mph (64 knots) or higher.

Storm Surge:

A dome of water pushed onshore by hurricane and tropical storm winds. Storm surges can reach 25 feet high and be 50-100 miles wide.

Storm Tide:

A combination of storm surge and the normal tide (i.e., a 15-foot storm surge combined with a 2-foot normal high tide over the mean sea level created a 17-foot storm tide).

Hurricane / Tropical Storm Watch:

Hurricane / tropical storm conditions are possible in the specified area, usually within 36 hours.

Hurricane / Tropical Storm Warning:

Hurricane / tropical storm conditions are expected in the specified area, usually within 24 hours.

Tune in to NOAA Weather Radio using a weather band radio; local AM/FM radio; or local television for information.

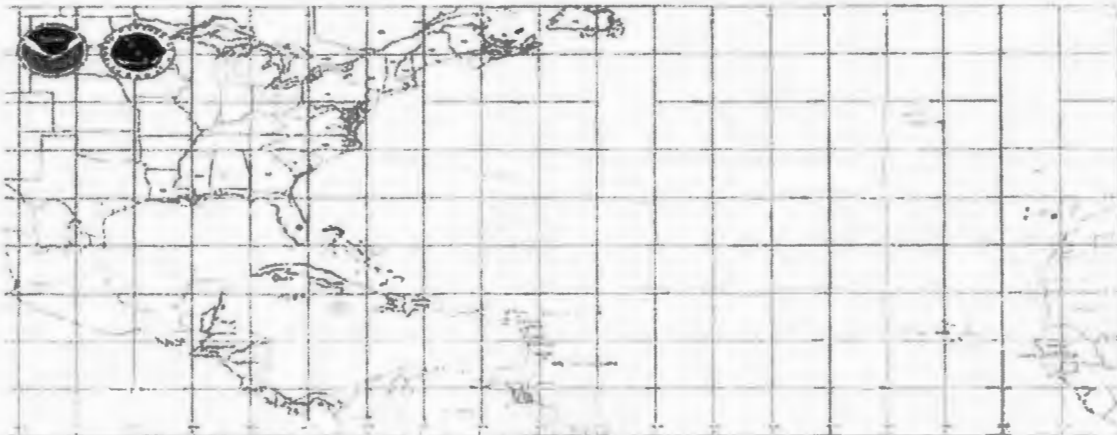
4. Hurricane Classifications

The Saffir-Simpson Hurricane Wind Scale was revised in early 2010. The Saffir-Simpson Hurricane Wind Scale is a 1 to 5 categorization based on the hurricane's intensity at the indicated time. The scale provides examples of the type of damage and impacts in the United States associated with winds of the indicated intensity. In general, damage rises by about a factor of four for every category increase.

Hurricane Category	Wind Speed	Summary of Damages
Category 1	74 - 95 mph winds	Very dangerous winds will produce some damage
Category 2	96 - 110 mph winds	Extremely dangerous winds will cause extensive damage
Category 3	111 - 130 mph winds	Devastating damage will occur
Category 4	131 - 155 mph winds	Catastrophic damage will occur
Category 5	> 156 mph winds	Catastrophic damage will occur

NOTE: For a detailed map of the predicted storm surge for the Coastal Bend counties, see the following web site <http://www.srh.noaa.gov/crp/tropics/2008Guide/surge.php?p=1>

Atlantic Basin Hurricane Tracking Chart
National Hurricane Center, Miami, Florida



BrightView

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5. Preparations

During the storm season, the best practice for the jobsite or branch location is to maintain a supply of emergency supplies in the event of isolation, loss of power, loss of regular food delivery, and loss of fuel. Items to be included in the Emergency Response Box (or "Hurricane Box") should include but not be limited to:

- Supply of drinking water (3 days per employee on site)
- Customer Contact Information Updated (include cell phone numbers)
- 3 day supply of non-perishable food
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene)
- BrightView required Personal Protective Equipment (PPE)
- Tarps
- Fuel
- Electrical Generator
- Hand tools
- First Aid kit
- Duct Tape
- Plastic garbage bags
- Rain Suits
- Caution tape
- Mosquito repellent

Dependent upon conditions, the presence of a chainsaw, spare chain, bar oil, and required PPE could be a best practice.

6. 5 Day Action Plan

At a period where potential for a hurricane landfall exists within a 5 day period, or the area is placed under a "HURRICANE WATCH", the following shall occur:

- Management shall establish communication with the Customer/Client regarding the presence of the storm/hurricane and review site specific protocols by the Customer/Client and by BrightView.
- Management shall monitor the storm's progress at regular intervals via radio, television, computer/internet, or other means available.
- Management shall confer with BrightView Corporate / Regional Safety, and Regional Leadership to review the situation ahead of time.
- Continue to monitor the storm / hurricane for changes, and communicate these changes.

7. 3 Day Action Plan

In the event that the area is classified for a "HURRICANE WARNING", preparations shall be made to secure the jobsite or branch location and prepare for evacuation. The following shall occur:

- Management shall establish communication with the Customer/Client regarding the eminence of a hurricane and review site specific protocols by the Customer/Client and by BrightView.
- Regional Management shall notify the BrightView Corporate / Regional Safety personnel of the preparations of the jobsite or branch location and potential for evacuation.
- Hold meeting with management personnel and employees to discuss action plan.
- Ensure all materials, tools, tool sheds, gang boxes and equipment is removed from low-lying areas and/or protected from rising water.
- Ensure that all motorized equipment is securely parked in an elevated area so it will not be damaged from possible flooding.



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- All construction trailers, office trailers, tool trailers, sheds, etc., on your jobsite or branch location should be tied down securely according to code. If you are unable to secure these properly, they should be removed from the jobsite or branch location.
- Police your jobsite or branch location yards to remove potential flying objects from the site or secure them with proper tie-downs.
- Have all temporary port-o-lets pumped out, tied down or removed.
- Have all trash dumpsters emptied or removed.
- Top off all equipment with fuel in the event that fuel supply becomes short or service stations are inoperable following the storm. All equipment and all fuel cans should be filled to capacity.
- All water containers should be filled with potable water to capacity.
- All bag fertilizer or chemicals should be placed in the interior of a secure structure if at all possible.
- Board up windows in offices or protect them with storm shutters or duct tape.
- Disconnect all office electrical equipment (computers, copiers, etc.)
- Take numerous photos of your site inside/outside prior to the hurricane's arrival.
- Try to park trucks in an open area that will be easy to clear and near a major roadway if possible so after-storm access is easier.

8. 1 Day Plan (Hurricane is Eminent)

Branch Management shall establish communication with the Customer/Client regarding the eminence of a hurricane and review site specific protocols by the Customer/Client and by BrightView. Communication options for post storm shall be established in the event of the loss of cellular or wired communication for the time period immediately following the hurricane.

Branch Management shall notify the Corporate/Regional Safety team and Regional Leadership of the preparations of the jobsite or branch location and potential for evacuation. Discussion will be whether evacuation is mandated or there is adequate safe and secure shelter from the storm. In the event of an evacuation, BrightView Employees shall be offered evacuation and encouraged to participate in an evacuation plan. Evacuation may be by commercial or charter airlines. Prior to any evacuation, the following shall be completed:

- Remove any scaffolding
- Ensure that all small equipment is in the security of the job container
- All small materials are placed in close proximity to the job box
- All heavy equipment is parked surrounding the yard materials and job box to form a perimeter. Final inspection of the jobsite or branch location to prevent flying debris shall be conducted at this point.
- Back up all computer records and/or remove the CPU and carry with you. All other electronics remaining should be covered with a plastic bag and placed above ground level.
- Prepare to cover windows and glass doors
- Ensure first aid kits are fully stocked
- Place flashlight, fresh batteries, first aid kit and/or emergency kit in company vehicles. In the event of an evacuation, the trucks shall be placed in a perimeter with the heavy equipment, and vans shall be used to transport employees to the departure point of evacuation.
- Generators shall be placed in a point of easy access for first retrieval.
- Take pictures of the secured jobsite or branch location if possible.
- Sandbag the doors of the office, if possible.

9. After the Storm (Post Hurricane)

Once the storm has passed, the jobsite or branch location shall be evaluated in partnership with the Customer/Client for its safety. All site specific hazards will be noted and corrected within the skills, abilities and training of our employees. Dangerous conditions for human occupancy may include but are not limited to unstable hard structures, presence of open



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electrical lines, excessive water build-up / flooding, unsanitary conditions such as the presence of waste, threat of physical violence, presence of displaced wildlife, and so forth. The BrightView Branch and Regional Management shall communicate this with the Customer/Client to discuss plans for correction or elimination of unsafe conditions.

The BrightView Branch and Regional Management, in conjunction with the Customer/Client personnel shall evaluate the quickest time available for continuation of work on the jobsite and shall implement plans to that effect. Assistance with clean-up of non-BrightView projects or work areas, usage of BrightView heavy equipment, vehicles, and labor, may be negotiated at the conclusion of the evaluations. It is the intent of BrightView to continue to provide the safest workplace and the highest level of efficiency in starting work following a storm.

Photo document the worksite upon return, noting any significant changes, and communicate those changes with BrightView Corporate and Regional Leadership entities.

10. Home Safety

- Moor your boat securely before the storm arrives, or evacuate it to a designated safe area. Leave it and don't return once the wind and waves are up.
- Secure outdoor objects that might be blown away or uprooted. Garbage cans, garden tools, toys, signs, porch furniture and a number of other harmless items become missiles of destruction in hurricane winds. Anchor them or store them inside before the storm strikes.
- Board up all windows or protect them with storm shutters or tape.
- Store a 3-day supply of drinking water including placing clean water in your bathtub, jugs and bottles if not able to purchase bottled water.
- Check all battery-powered equipment including emergency cooking facilities, flashlights and portable radios and have extra batteries for all equipment on hand.
- Ensure a first aid kit is fully stocked.
- Plan an evacuation route if requested to vacate the area.
- Prepare an evacuation kit including medications, necessary items for small children, important papers, extra clothing and blankets, sleeping bags and other essential personal items.
- Fuel all of your vehicles. Best to avoid driving during a storm or floods; stations may be closed for days or weeks after a storm.
- If home is not located on high ground, seek shelter at a designated emergency site until storm has passed.

11. Disaster Relief Preparation

- The uncertainty of intensity and path make it difficult to predict the needs in advance. However, as the storm approaches availability becomes limited and once it passes that availability becomes very limited.
- Do not overlook the obvious. Chainsaw, extra chains for them and hand files to keep an edge on them.
- Two cycle oil, bar oil and metal safety cans to mix and store fuel to last you a minimum of two to three days.
- Fuel cans for your small equipment and saddle tanks in your trucks for diesel fuel to refill your larger diesel equipment. Gas in a saddle tank is not legal.
- Small generators to power a chainsaw sharpener, and the sharpener mounted on a plate that would fit in to the receiver hitch of the truck.
- Larger generators to power a work area in your yard or to provide power to in yard fuel tanks.
- Gas powered trash pump to move water out of areas you may need to get in to.
- Rotating safety lights that plug in to your auxiliary power plugs to help people to see you if you are doing roadside clearing or if you move through an intersection.
- All of the above items should be purchased well in advance. If you do not need them they can be spread around a region and used elsewhere.



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- On a larger scale loaders of various sizes with "clam" buckets can be put on hold at the rental yards and must be done so well in advance. As the storm nears have them delivered so they are not rented out from under you or they are unable to get them to you. The worse that can happen is you pay a few extra rent days and then turn it in.
- Skid steers with tree booms or forks can also be rented in advance and the same principles apply.
- Dump trucks with a 16-foot bed that you can nail plywood to the sides to haul debris can also be rented or put on hold in advance.
- Items 10, 11, and 12 may have to come from outside the area but have those sources lined up in advance. Know what is available to you.
- Larger generators can also be rented but have your yard power sources for the fuel tanks and the office "wired" so it is a simple process to hook up and power up.
- Chippers are a tougher item to plan for as most locations do not rent units or if they do are too small to be of much use. The vendors, but not those in the path of the storms, met our needs however not easily. Have a network of internal resources to rely on.
- Do not quibble about pricing.
- This covers some of the basic items that require advance planning not only locally but also nationally. Those that lived the storms can provide many finer details of being prepared and thank them for the input they provide.

12. Hurricane Preparation (IT Equipment)

Computers

- Unplug your computer from the wall. Most likely the computer will be plugged into a surge protector. If that is the case, unplug the surge protector from the wall.
- Unplug all electrical from the surge protector and remove the surge protector from the ground.
- If your computer is on the floor, please place it on your desk in an event of a flood.
- Place plastic bags over all computer equipment and try to seal the equipment the best you can.
- If you own a laptop, please take the laptop with you.

Network Equipment / Servers and Phone Equipment

- Please power down all equipment (server, printers, communication equipment, switches, hubs, routers)
- Please unplug down your telephone equipment
- Unplug all equipment from the wall. If the equipment is unplugged into a surge protector, unplug the surge protector from the wall.
- Unplug all electrical from the surge protector and remove the surge protector from the ground.

13. Communication During the Storm

- Establish Hurricane Hotline VOIP phone line
- Cell phones may likely have no service
- Get additional contact numbers from customers

14. Protecting our Facility and Assets

- Put bags over all equipment if necessary
- Have blue plastic tarps in hand (very useful during leaks)
- Have generators for back ups
- If flooding
 - Secure all equipment to higher ground
- If possible move equipment to safer location
 - Review surroundings for nearby trees that can fall on equipment
- Use sand bags if necessary
- Renting equipment



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- Build relationships with nearby rental companies
- Have disposable dumps, for debris
- Make arrangements whose open, and operating

15. Generators

- Always have a backup generator
- Know capacity of generator
- Match wattage to capacity of generator
- Always have extra chains and oil

16. The Team

- Have food and water available
- Remember workers personal lives / families
- Urge workers to look for a shelter before storms

17. Hurricane Post Preparedness Program

17.1 Phase One

- Account Managers complete visual inspection of all accounts
- Assessment team to dispatch from their homes
- Dispatch crew members will report to the yard and stand by during assessment period
- Another dispatch location may be needed

Assessment team to assign one of the following to all accounts:

- **RED** – needs immediate attention. Poses immediate threat to persons and/or buildings. (roadways, building entrances blocked)
- **YELLOW** – clean up needed. Maintenance crews / resources only.
- **GREEN** – clean up needed but very minor. Clean up can wait.
- **WHITE** – no clean up necessary.

Radio/telephone in all assessments to one designated person.

Master List of Assessments will be kept at regional office.

Photo document all applicable damage.

GOAL: ACCESS ALL ACCOUNTS IN FOUR HOURS.

17.2 Phase Two

Dispatch resources to implement clean up in order of priority

- Safety
- Account Managers notify customers of assessment and plan of action for clean-up.
- Account Managers keep accurate records of all resources used. (Man-hours, equipment rentals, dump fees, etc.) Use template provided.
- Account Managers supervise clean-up process and make necessary field adjustments.

Assessment Team will tag all trees with ribbon one of the following:

Red – tree should be removed

Green – tree should be staked



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17.3 Phase Three

Confirm clean up complete and customers are satisfied.

- Insure all debris is picked up and removed from account / jobsite
- Photo document any pertinent situation for before and after pictures

17.4 Phase Four

Processing of all necessary paperwork to include memos / letters, AEW's, P.O. Numbers, etc.

- Account Managers to have all AEW's signed by customers. (very important)
- Account Managers to insure all vendors have accurate P.O. numbers.

17.5 Phase Five

Landscape replacements / repair.

- Account Managers to identify any necessary landscape replacements and or repair as a result of storm damage. (Tree replacements, irrigation repair, etc.)
- Account Managers to provide pricing to customers for all necessary work



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HURRICANE DAMAGE ASSESSMENT FORM

Property: _____ Job Number: _____

Account Manager: _____ Date of Inspection: _____

RED: Issues needing immediate attention: (Poses threat to persons/buildings: roadways, buildings, entrances are blocked)

Man Hours Used: _____ Date: _____
Equipment Hours Used: _____ Date: _____

YELLOW: Clean up needed. Maintenance Crews / Resources only

Man Hours Used: _____ Date: _____
Equipment Hours Used: _____ Date: _____

GREEN: Clean up needed, but very minor. Clean up can wait.

Man Hours Used: _____ Date: _____
Equipment Hours Used: _____ Date: _____

WHITE: No clean up necessary

REPLACEMENTS: (to be scheduled in weeks ahead)



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HURRICANE SHOPPING LIST

TOOLS

- Small files
- Chain saw chain
- Two cycle oil
- Spare chainsaw bars
- Substantial size nylon rope
- Small polypropylene rope
- Blue tarps
- Duct tape
- Spare fuel cans
- Spare disposable cameras

SURVIVAL

- Bottled water - numerous cases
- Electrolyte drink mix
- Non-perishable food stuffs x 66 EE x 3 days
- 2-3 gallons of bleach (water decontamination)

PERSONAL PROTECTIVE EQUIPMENT

- Gloves
- Glasses
- Ear Plugs
- Face Shields
- Hard Hats
- Caution / Danger Tape
- Chainsaw chaps
- Hedge Trimmer chaps
- Safety Vests
- Rain suits
- Rubber rain boots

EQUIPMENT

- Chainsaws
- Hedge Trimmers
- Skid Steer
- Chipper

BONUS POWER

- Two semi-substantial vehicle power inverters
- Rechargeable batteries with car chargers
- Memory cards
- Additional generator

ELECTRICAL SERVICE ISSUES

- Hook ups to keep gas pump running
- Hook up to run well and water
- Computer
- Printer
- Lights
- Chainsaw chain sharpener
- Air compressor
- Ice Machine

EQUIPMENT INVENTORY LIST

Nassau County

Equipment List

Route Trucks

- (26) Ford F150 ½ Ton Pick Ups
- (20) Ford F250 ¾ Ton Pick Ups
- (4) Ford F550 -Trucks

Spray Trucks

- (1) Ford F250 Spray Truck 200 Gallon
- (1) Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers -300 gallons
- (4) 50 gallon Lesco Sprayer Skid Mount
- (5) Ride on z-sprayers
- (2) Toro ride on boom sprayers
- (1) Vortex spreader ornamental fertilizer

Irrigation Truck

- (3) Ford F250 SC XL
- (9) F150

Dump Body Trucks

- (3) Ford F450 Trucks
- (8) Isuzu Dump Trucks

Trailers

- (12) Custom Built Equipment Trailer
- (2) Weld Rite 16' Batwing Trailer
- (1) 10' Flatbed
- (1) Ray side 16'x6'
- (1) Weld Rite 16'x6'
- (9) 20' Enclosed Trailer



Mower Equipment

- (8) 48" Walk behind mowers
- (15) 52" Stand on mower
- (2) 11' Batwing Mowers
- (30) 61" Riding Mowers



Field Equipment (400 units)

- Gas articulating shears
- Hand shears
- Straight shears
- Back pack sprayers
- Fertilizer spreaders
- Hand spreaders
- Walk behind spreaders
- Riding fertilizer spreaders



Large Equipment

- (1) Polecat Aerial Lift
- (3) Bandit 1590 Brush Chipper
- (1) Skid Steer Loaders
- (2) Aerial Lift Trucks

Utility Vehicle

- (6) John Deere Gators

Certifications

Contract No. CM3098

DocuSign Envelope ID: 8C0C9D27-CFFE-4DA7-B086-2C7954FA29B8

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
August 25, 2020	JB3741	August 31, 2021

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2021 AT

1854 WEST ROAD
 JACKSONVILLE, FL 32216

BRIGHTVIEW LANDSCAPE SERVICES, INC **Lawn and Ornamental**
 1854 WEST ROAD
 JACKSONVILLE, FL 32216

Nicole Fried
 NICOLE "NIKKI" FRIED COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
May 14, 2020	JF180409	June 1, 2021

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2021

Lawn and Ornamental

MARK A BARDELL
 10497 SW TUSTENUGGEE AVE
 LAKE CITY FL 32024

Mark A. Bardell

Nicole Fried
 NICOLE "NIKKI" FRIED COMMISSIONER

Form W-9
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.
BrightView Landscape Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Tables in sections 6042 and 6042A of the U.S. Internal Revenue Code apply.)

5 Address (number, street, and apt. or suite no.) See instructions.
11530 Davis Creek Court

6 City, state, and ZIP code
Jacksonville FL 32256

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

9	5	-	4	1	8	4	2	2	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Kathy Hill* Date ▶ *10/18/2018*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (from a mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

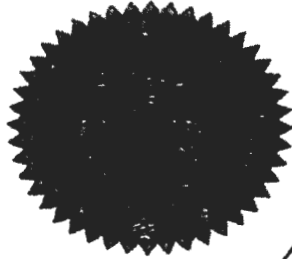
Number: JF165707

JAY WESTON JERNIGAN

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.



Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

In Testimony Whereof, Witness this signature at Tallahassee, Florida on January 7, 2009

[Signature]

Chief Bureau of Entomology and Pest Control

DACS form 1780, Feb 99

TRAINED AND CERTIFIED in THE



FLORIDA GREEN INDUSTRIES

Certificate



Awarded to

CHRIS CHARBONNEAU

Certifying The Completion of 6 Training Hours on
the Topic of Green Industries Best Management
Practices on July 6th 2007

Terril A. Nell, Chair,
Environmental Horticulture

UNIVERSITY OF
FLORIDA
IFAS EXTENSION

Laurie F. Trenholm,
Urban Turfgrass Specialist

for the PROTECTION OF WATER RESOURCES in FLORIDA



BEST MANAGEMENT PRACTICES

3

BrightView
Landscape Services



**2020-2021 LOCAL BUSINESS TAX RECEIPT
JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 830-1818, option 3 Fax: (904) 830-1432
www.duvaltaxcollector.net taxcollector@coj.net

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2020 through September 30, 2021.

BRIGHTVIEW LANDSCAPE SERVICES, INC
VICKY HARRIS - STAFF ACCT
980 JOLLY RD
STE 300
BLUE BELL, PA 19422

ACCOUNT NUMBER: 14895
BUSINESS NAME: BRIGHTVIEW LANDSCAPE
PHYSICAL ADDRESS: 1854 WEST RD
JACKSONVILLE, FL 32216-4547

CLASSIFICATION CODE: 323079 - PUBLIC SERVICE OR REPAIR, NOT SPEC

STATE LICENSE NO:

COUNTY TAX: 93.75
MUNICIPAL TAX: 326.25
TOTAL TAX: 420.00

VALID UNTIL September 30, 2021

*****ATTENTION*****

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.


JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-5510533.0001-0001 WEB 09/15/2020 420.00

BrightView
Landscape Services

DESIGN | DEVELOP | MAINTAIN | ENHANCE
Nassau County

BrightView takes pride in providing the **highest-quality landscape** with a **worry-free, dependable service commitment**. As the **nation's leading landscape services company**, we consistently bring excellent landscapes to life at thousands of clients' properties, fostering collaborative relationships to drive clients' success.

A full service landscape company, BrightView can *mobilize quickly* to respond to special requests that may fall outside of the scope of landscape maintenance. In addition to landscape maintenance, our expertise extends to:

At every stage of your property's lifecycle, BrightView is here to take care of your landscape.



Design	Develop	Maintain	Enhance
Landscape Architecture & Planning	Planting	Landscape	Enhancements
Design Build	Hardscaped	Tree Care	Sustainability
Program Management	Pools & Water Features	Specialty Turf	Water Management
	Compliance	Exterior Maintenance	
	Tree Growing & Moving		

TECHNICAL SERVICES/ SCOPE OF WORK**MAINTENANCE PROGRAM:**

- Mow all turf areas weekly during the growing season (March 1-November 30) and biweekly during the dormant period (December 1-February 28)
- Edge all walkways, flower beds, roadways, etc.
- Trim all shrubs as needed to retain a well-groomed appearance
- Clean landscape beds of leaves and foreign objects and debris weekly
- Weeds in beds will be removed by manual or chemical application
- All hard surfaces within the complex will be blown free or swept of all landscape debris after each service.
- Remove all landscape debris as a part of every service
- Trash pick-up prior to each service

IRRIGATION SYSTEMS CHECK:

- Contractor will provide inspection reports of all irrigation zones. Reports shall include all damaged components, out of adjustment components, and any additional service work required
- Adjust all sprinklers and all clocks to meet watering demand of turf and ornamental areas
- All repairs necessary will be reported to the County and authorized in writing before work is to begin
- All service calls for irrigation problems will be addressed immediately by the vendor
- Contractor will provide quotes for sprinkler repair on an as-needed basis

FERTILIZATION, WEED AND PEST CONTROL OF TURF:

- Insecticides will be applied utilizing industry standards, best practices, and in accordance with all applicable laws, rules, regulations, statutes, and ordinances
- Additional insecticide treatments, if needed, will be at no additional charge
- Herbicides will be applied for broadleaf weeds

- Fertilization will be a slow release type designed for commercial use
- Turf will be treated 6 times per year for pests, weed control, and fertilization

FERTILIZATION AND PEST CONTROL OF ORNAMENTALS:

- Slow release fertilizers will be applied to all ornamental plant material
- Insecticides will be added to control all insect activity
- Ornamentals will be treated 2 times per year or as needed to promote healthy ornamental plants

MULCH SERVICES

- Installation of Cypress Mulch-installed 1 time per year

PALM TREE MAINTENANCE

- Vendor shall perform at least once per year trimming of palm fronds on all palm trees in the designated areas of service for the complex and remove all debris from complex
- Vendor shall provide and utilize slow release formula fertilizer on all palm trees in the designated areas of service for the complex as is needed at least quarterly
- Vendor to monitor palm trees for insect activity and treat with insecticide as needed to protect trees

OTHER SERVICES

- All other services include, but are not limited to, irrigation repairs, shrubbery and tree replacement, and ornamental grasses and flowers, will be provided at a "pass-through" cost. Contractor must provide cost verification with breakdown of labor rates and materials and submit as a part of their invoice. No ad hoc services are to be completed without prior written approval from the County.

AERIAL VIEW OF SERVICE AREA



Exhibit "1"



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/13/2021

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).

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

Holder Identifier : B01FRGLJNOP

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	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY 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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	AUC508596816	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	<input checked="" type="checkbox"/> 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	Y	WLRC50803867 WC - AOS SCFC50803880 WC - WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

Certificate No : 570088338710

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

CERTIFICATE HOLDER Nassau County Board of County Commissioners Attn: Brian Simmons 96135 Nassau Pl., Ste. 2 Yulee FL 32097 USA	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
--	--

AGENCY CUSTOMER ID: 570000061998

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

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 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 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.



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

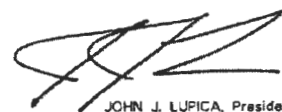
Additional Insured Endorsement

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.

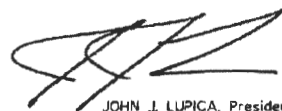
This endorsement modifies insurance provided under the following:

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 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.

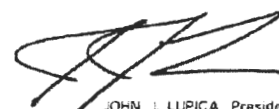
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
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.

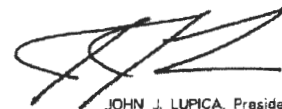
This Endorsement modifies insurance provided under the following:

**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

Authorized Representative

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

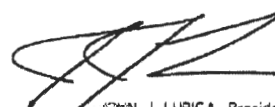
Named Insured Brightview Landscapes, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H25260119	Policy Period 10/01/21 to 10/01/22	Effective Date of Endorsement 10/01/21
Issued By (Name of Insurance Company) ACE American Insurance Company			

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.

- 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**

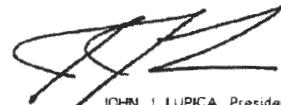
Named Insured Brightview Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G71080961 001	Policy Period 10/01/21 to 10/01/22	Effective Date of Endorsement 10/01/21
Issued By (Name of Insurance Company) ACE American Insurance Company			

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.

- 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

Workers' Compensation and Employers' Liability Policy

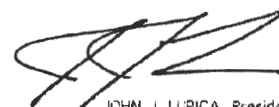
Named Insured BrightView Landscapes, LLC	Endorsement Number
	Policy Number
Policy Period 10/01/21 TO 10/01/22	Symbol: WLR Number: C50803867
Issued By (Name of Insurance Company) ACE American Insurance Company	Effective Date of Endorsement 10/01/21
Insert the policy number. The remainder of the information 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 INSURED

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

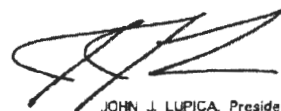
Additional Insured Endorsement

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

YULEE, FLORIDA
February 25, 2021

Pursuant to advertisement, Invitations to Bid (ITB) were received for "**Judicial Complex Landscaping Contract**" - Bid No. **NC21-006.**" Proof of publication was present. The Invitations to Bid (ITBs) were due by 10:00 a.m. on February 25, 2021 and opened at 10:00 a.m. on February 25, 2021 by Brian Simmons, Procurement Manager and Heather Nazworth, Deputy Clerk, via "Go To" meeting by Brian Simmons and at the Robert M. Foster Justice Center, 76347 Veteran's Way, Yulee, Florida.

North Florida Lawn Maintenance, Inc. (via DemandStar)

P.O. Box 910
Callahan, Florida 32011

Bid Received 2-22-21

Statement of No Bid Received via DemandStar

Dixon Tree and Lawn (via DemandStar)

55045 Mount Olive Road
Callahan, Florida 32011

Bid Received 2-24-21

Total Base Bid - \$59,988.00

Dunmar Group

85101 Commercial Park Drive
Yulee, Florida 32097

Statement of No Bid Received 2-24-21 at 11:03 a.m.

Trim All Lawn Service

942360 Old Nassauville Road
Fernandina Beach, Florida 32034

Bid Received 2-24-21 at 12:42 p.m.

Total Base Bid - \$53,796.00

BrightView Landscaping Services, Inc. (via DemandStar)

980 Jolly Road, Suite 300
Blue Bell, Pennsylvania 19422

Bid Received 2-24-21

Total Base Bid - \$68,616.00



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Judicial Complex Landscaping Contract	
Solicitation Number: NC21-006	
Requesting Department: Facilities Maintenance	Procurement Contact: J. Brian Simmons, Procurement Manager
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: (904) 530-6040 procurement@nassaucountyfl.com
Response Due Date or Closing Date/Time: Thursday, February 25, 2021 @ 10:00 AM ET	
Location to Mail Response: John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, FL 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent: Wendy Dixon		
Business Address: 55071 MT Olive Rd Callahan, FL 32011		
Phone Number: 904-226-4557	Fax Number:	E-Mail Address: dixontrceandlaw@comcast.net
Vendor's Florida License Number (as applicable): N/A		
Authorized Signature: Wendy G. Dixon	Date: 2/24/2021	
Printed Name of Signer: Wendy G. Dixon	Title: Owner	

General Instructions/Declarations

- Responses will be opened by a representative of the Clerk's Office at the Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097, on the date and time shown above. Response results will be available pursuant to Fla. Stat. §119.071(b) within seven (7) days after opened.
- Responses must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
- This page must be completed and submitted as the top sheet of any response submitted.
- It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Responder's responsibility to advise the Procurement Division at the address noted above if, in the Responder's opinion, any language, requirements, etc. inadvertently restricts or limits the requirements this solicitation to a single source. Such notification must be submitted in writing and must be received by the Procurement Division no later than seven (7) calendar days prior to the solicitation closing date.

(THIS PAGE MUST BE RETURNED WITH YOUR RESPONSE)