

VILLAGE OF ROYAL PALM BEACH  
Agenda Item Summary

**AGENDA ITEM:** APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. AS THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR PARK MAINTENANCE SERVICES COMMENCING DECEMBER 1, 2024 AND ENDING NOVEMBER 30, 2025.

**ISSUE:** The Village issued a Request for Proposals (“RFP”) on October 1, 2024 for Parks Maintenance Services to secure firm, pricing and create a term contract for Park Maintenance at various locations and specifications as listed in the RFP. Proposals were received and publicly opened on November 1, 2024.

A total of three (3) bids were received timely and in accordance with the sealed bid requirements.<sup>1</sup> Per the Bid Documents, award will be made to the lowest responsive, responsible bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, the instructions to bidders, to Village Codes and to Florida law.

The ITB expressly states that “[t]he reserved the right ... **to reject any and all Proposals in whole or in part with or without caused and/or to accept Proposals that in its judgment will be in the best interest of Village . . .** Section 21 of the ITB further states that **[a]ny of the following causes is considered sufficient to disqualify a Bidder, and reject his proposal:**

- Interest by the same person in more than one proposal.
- Collusion among or between bidders.
- **Unbalanced proposals; that are proposals in which the price bid is out of all proportion to the other bids received.**
- Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible who had failed to satisfactorily carry out any previous contract with the Village).
- Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any bidder.
- **Substantial evidence of bad character or dishonesty.**
- Lack of current applicable certification and/ or license for the purpose of performing the specified work.
- History of unsuccessful claims asserted by Bidder against public Owners in the State of Florida, such as to establish a trend of improperly asserted claims.
- Any other cause, which, as a matter of law renders the Bid non-responsive or non-responsible.

The lowest responsive, responsible bidder is BrightView Landscape Services, Inc. The

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<sup>1</sup> One (1) proposal was considered but deemed unresponsive for 1) substantial evidence of bad character on the part of the Proposer relating to Public Works bid (PW1908) and 2) being an unbalanced proposal with a price bid out of proportion with other bids received with Proposer failing to provide a price for Shrub and Tree pruning for each park location.

proposed Agreement with BrightView Landscape Services, Inc. is for an initial term of one (1) year commencing on December 1, 2024 and ending on November 30, 2025, with two (2) additional one-year renewal terms optional upon mutual consent of the parties at the compensation level written in the Bid Documents.

The initial 1-year term of the contract is in the amount of \$129,713.26 which includes twelve (12) park sites (\$110,021.82) and Alt. #1 for Crestwood North Park site (\$19,691.44).

**RECOMMENDED ACTION:** Staff recommends approval.

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Initiator:	Village Manager	Agenda	Village Council
Mark Pawlowski	Approval:	Date:	Action:
Director of Parks and Recreation		11-21-2024	

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# AGREEMENT

<b>Village of Royal Palm Beach</b>	<b>Vendor: Brightview Landscape Services, Inc.</b>
<b>Project: Park Maintenance Services</b>	<b>RFP</b>

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, effective December 1, 2024, by and between Brightview Landscape Services, Inc., a Corporation registered in Florida, hereinafter referred to as the “**VENDOR**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “Village.”

## WITNESSETH:

Village and **VENDOR**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Village and **VENDOR**, both hereby agree to enter into an agreement for the **Park Maintenance Services** within the corporate limits of the Village in accordance with the Village Proposal Specifications attached hereto as Exhibit A. This agreement will commence on December 1, 2024 and shall end on **November 30, 2025**.
2. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Proposal Specifications for these services and the Proposal attached hereto as Exhibit “A”. Both parties hereby agree and acknowledge that this two (2) page Agreement, along with Exhibit “A” and any other documents required by the Village Specifications shall constitute the entire Agreement.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<b>Village:</b>  Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411  Attn: Raymond C. Liggins, P.E. Village Manager	<b>Vendor:</b>  Brightview Landscape Services, Inc. 980 Jolly Road, Suite 300 Blue Bell, PA 19422  Attn: Darren McDonough, Vice President
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4. **VENDOR** shall perform all work required in accordance with the Proposal Specifications for the price of **One Hundred Twenty-Nine Thousand Seven Hundred Thirteen Dollars and Twenty-Six Cents (\$129,713.26)** and is hereby authorized to commence this project. The Village agrees to pay **VENDOR, \$15,138.57 for December 2024, \$4,340.08 for January 2025, \$6,721.37 for February 2025, \$10,897.36 for March 2025, \$11,061.45 for April 2025, \$17,308.61 for May 2025, \$11,061.45 for June 2025, \$11,061.45 for July 2025, \$11,061.45 for August 2025, \$11,061.45 for September 2025, \$13,278.65**

*for October 2025 and \$ 6,721.37 for November 2025*, after services have been rendered. Upon completion of the services Village staff will deem if the work is satisfactory and report back to the Village Manager.

5. The **VENDOR** is a business engaged in landscape and grounds maintenance and agrees to perform the following landscape and grounds maintenance for the Village: See Exhibit “A”.

6. This Agreement may be renewed and extended for two (2) additional one (1) year terms for **Park Maintenance Services** for the same amount of monthly compensation as stated above in paragraph 4, upon written agreement of both parties.

The cost for all items as quoted herein shall remain firm for the initial term of the contract. No cost increases shall be accepted in this initial bid term. Costs for subsequent years and any renewal or extension terms shall be subject to Village Council approval and shall be limited to the latest yearly percentage increase provided in the All Urban Consumers Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach, FL as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year or three percent (3%), whichever is less. Any approved cost adjustment shall become effective on the beginning date of the approved renewal term.

7. **VENDOR** agrees to indemnify and hold harmless the Village against any and all claims, suits, demands or other cause of action, including reasonable attorney’s fees and expenses in defending the same, which may arise or be asserted against the Contractor by reason of the operation of the Contractor’s business or injury to an employee of the Contractor.

9. Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the Inspector General in the exercise of the Inspector General’s functions, authority and power. The Inspector General has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

10. In accordance with Sec. 119.0701, *Florida Statutes*, Vendor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal. Upon request from the Village’s custodian of public records, Vendor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Vendor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney’s fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, Vendor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Vendor does not transfer the records to the Village. Finally, upon completion of the Agreement, Vendor shall transfer, at no cost to the Village, all public records in possession of the Vendor, or keep and maintain public records required by the Village. If the Vendor transfers all public records to the Village upon completion of the Agreement, 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 Agreement, the Vendor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village’s custodian of public records, in a format that is compatible with the Village’s information technology systems.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT [Ddisanto@RoyalPalmBeachfl.gov](mailto:Ddisanto@RoyalPalmBeachfl.gov), OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.**

11. *VENDOR* agrees not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of Contractor under this agreement, on the basis of race, color, religion, national origin, ancestry, sex, or age. Violation of this provision, at the option of Village, may be treated as a breach of this Contract.
12. *VENDOR* shall secure all licenses and permits necessary for initiation and completion of the project and be responsible for the payment of license and permit fees.
13. It is agreed by the parties that there will be no assignment or transfer of this Contract, nor of any interest in this Contract.
14. If any landscaping is renovated during the time frame of this park maintenance contract, the Village reserves the right to negotiate the contract price for the service required for the particular area.
15. Either party may terminate this Agreement by providing a thirty (60) day written notice.
16. This three (3) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

**Witnesses to Vendor:**

\_\_\_\_\_  
\_\_\_\_\_

**Brightview Landscape Services, Inc.**

\_\_\_\_\_  
Darren McDonough, Vice President

**Witnesses to Village:**

\_\_\_\_\_  
\_\_\_\_\_

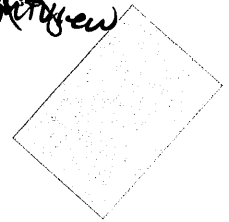
**Village of Royal Palm Beach**

\_\_\_\_\_  
Raymond C. Liggins, P.E.  
Village Manager

**Attest:**

\_\_\_\_\_  
Diane DiSanto, Village Clerk

*Brightview*



# Village of Royal Palm Beach

## Village Mayor and Council

Mayor (vacant)  
Jeff Hmara, Vice Mayor  
Selena Samios, Councilwoman  
Jan Rodusky, Councilwoman  
Richard Valuntas, Councilman

## Village Manager

Raymond C. Liggins, P.E.

## Parks and Recreation Director

Mark Pawlowski, CPRP

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Request for Proposal Documents  
For

## *PARK MAINTENANCE SERVICES*



1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411  
(561) 790-5100 ☎ 790-5174 📧 [clerk@royalpalmbeachfl.gov](mailto:clerk@royalpalmbeachfl.gov) ✉

## REQUIREMENT CHECKLIST

Completed Questionnaire	Yes ( <b>X</b> )	No (   )
Proposal Forms	Yes ( <b>X</b> )	No (   )
Phone Numbers	Yes ( <b>X</b> )	No (   )
Copies of certificates, licenses, insurance, etc.	Yes ( <b>X</b> )	No (   )
Sworn Statement on Public Entity Crimes	Yes ( <b>X</b> )	No (   )
Truth-in-Negotiation Certificate	Yes ( <b>X</b> )	No (   )
Drug Free Workplace Certification	Yes ( <b>X</b> )	No (   )
Certification Pursuant to Florida Statute §215.4725	Yes ( <b>X</b> )	No (   )
E-Verify Affidavit	Yes ( <b>X</b> )	No (   )
Florida Statute §287.135 Company Certification Affidavit	Yes ( <b>X</b> )	No (   )
Proposal Security	Yes ( <b>X</b> )	No (   )

PRICES SET FORTH ABOVE ARE FIRM PROPOSALS AND ARE NOT SUBJECT TO PRICE ADJUSTMENT EXCEPT AS DEFINED IN THE GENERAL AND TECHNICAL SPECIFICATIONS.

ATTEST:

\_\_\_\_\_  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title

PROPOSER:

Darren McDonough  
 \_\_\_\_\_  
*Darren McDonough*  
 \_\_\_\_\_  
 Signature  
 Senior Vice President  
 \_\_\_\_\_  
 Title

(Corporate Seal)



**REFERENCES OF SIMILAR WORK  
(Questionnaire)**

1.

Organization Name and Address: City of West Palm Beach-  
401 Clematis Street, West Palm Beach FL 33401  
 Beginning Date of Contract: 2023 Ending Date of Contract: Present  
 Contact Person: Heidi Brigham Phone No.: 561-822-2131

2.

Organization Name and Address: City of Westlake  
4001 Seminole Pratt Whitney Rd, Loxahatchee FL 33470  
 Beginning Date of Contract: 2020 Ending Date of Contract: Present  
 Contact Person: Aldo De Leon Phone No.: 561-603-4629

3.

Organization Name and Address: North Palm Beach Country Club  
951 US HWY 1, North Palm Beach FL 33408  
 Beginning Date of Contract: 2020 Ending Date of Contract: Present  
 Contact Person: Allan Bowman Phone No.: 908-666-2668

**EQUIPMENT AVAILABLE FOR THIS PROJECT**

	<b>TYPE</b>	<b>SIZE</b>	<b>NUMBER</b>	<b>COMMENTS</b>
A.	Mowers	36/60/72/120	4/4/4/2	Mowers are retired every 16 months
B.	STIHL 2 cycle equipment	multiple	multiple	Trimming and mowing
C.	STIHL blowers	commercial	multiple	
D.	Zero Turn spreaders	commercial	2	Fertilizing
E.				



**SCHEDULE OF SUBCONTRACTORS**

Name and address	Work Category	Equipment
NA- BV will perform	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

# PROPOSAL FORM

## PROPOSERS DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only person or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud and that it is made without collusion with any person submitting another Proposal on this project.

### 1. Penzance Park/ Lakefront Area: 10400 Penzance Lane

Item	Quantity	Unit	Unit Cost	Total Annual Cost
General Service	39	EA	\$95.94	\$3,741.66
Shrub and Tree Pruning	10	EA	\$108.19	\$1,081.90
Mulch	2	EA	\$367.50	\$735.00
Fertilize	2	EA	\$195.00	\$390.00
<b>SUBTOTAL</b>			\$766.63	\$5,948.56

### 2. Pippin Park/ Lakefront Area: 10101 Grandview Way

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$95.94	\$3,741.66
Shrub and Tree Pruning	10	EA	\$108.19	\$1,081.90
Mulch	2	EA	\$367.50	\$735.00
Fertilize	2	EA	\$195.00	\$390.00
<b>SUBTOTAL</b>			\$766.63	\$5,948.56

### . Homeplace Park/Lake Front Area: 1016 Grandview Circle

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$139.81	\$5,452.59
Shrub and Tree Pruning	10	EA	\$113.00	\$1,130.00
Mulch	2	EA	\$490.00	\$980.00
Fertilize	2	EA	\$269.93	\$539.86
<b>SUBTOTAL</b>			\$1,012.74	\$8,102.45

**4. Moonlight Park: 1041 Moonlight Way**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$95.94	\$3,741.66
Shrub and Tree Pruning	10	EA	\$108.19	\$1,081.90
Mulch	2	EA	\$184.00	\$368.00
Fertilize	2	EA	\$194.50	\$389.00
<b>SUBTOTAL</b>			\$582.63	\$5,580.56

**5. Earthday Park: 135 Rivera Avenue**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$118.13	\$4,607.07
Shrub and Tree Pruning	10	EA	\$73.84	\$738.40
Mulch	2	EA	\$244.75	\$489.50
Fertilize	2	EA	\$214.13	\$428.26
<b>SUBTOTAL</b>			\$650.85	\$6,263.23

**6. Pine Road Park: 2700 Pine Road**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$196.88	\$7,678.32
Shrub and Tree Pruning	10	EA	\$147.66	\$1,476.60
Mulch	2	EA	\$367.50	\$735.00
Fertilize	2	EA	\$367.50	\$735.00
<b>SUBTOTAL</b>			\$1,079.54	\$10,624.92

**7. Wetlands Park: 150 Crestwood Boulevard South**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$98.44	\$3,839.16
Shrub and Tree Pruning	10	EA	\$97.82	\$978.20
Mulch	2	EA	\$367.50	\$735.00
Fertilize	2	EA	\$195.00	\$390.00
<b>SUBTOTAL</b>			\$758.76	\$5,942.36

**8. Bobbie Jo Lauter Park: 179 Sandpiper Avenue**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$123.06	\$4,799.34
Shrub and Tree Pruning	10	EA	\$123.06	\$1,230.60
Mulch	2	EA	\$428.40	\$856.80
Fertilize	2	EA	\$243.34	\$486.68
<b>SUBTOTAL</b>			\$917.86	\$7,373.42

**9. Lindsay Ewing Park: 151 Sparrow Drive**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$123.06	\$4,799.34
Shrub and Tree Pruning	10	EA	\$123.06	\$1,230.60
Mulch	2	EA	\$490.01	\$980.02
Fertilize	2	EA	\$243.34	\$486.68
<b>SUBTOTAL</b>			\$979.47	\$7,496.64

**10. Cultural Center grounds/property: 151 Civic Center Way**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$492.20	\$19,195.80
Shrub and Tree Pruning	10	EA	\$984.40	\$9,844.00
Mulch	2	EA	\$1,175.00	\$3,430.00
Fertilize	2	EA	\$1,186.50	\$2,373.00
<b>SUBTOTAL</b>			\$3,838.10	\$34,842.80

**11. Lakeside Challenger Park: 701 Royal Palm Beach Blvd.**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$196.88	\$7,678.32
Shrub and Tree Pruning	10	EA	\$197.00	\$1,970.00
Mulch	2	EA	\$735.00	\$1,470.00
Fertilize	2	EA	\$390.00	\$780.00
<b>SUBTOTAL</b>			\$1,518.88	\$11,898.32

**ADD ALTERNATE # 1**

**12. Crestwood North Park: 900 Crestwood Blvd N**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing	39	EA	\$393.76	\$15,356.64
Shrub and Tree Pruning	10	EA	\$196.88	\$1,968.80
Mulch	2	EA	\$490.00	\$980.00
Fertilize	2	EA	\$693.00	\$1,386.00
<b>SUBTOTAL</b>			\$1,773.64	\$19,691.44

❖ NOTE: Does not include "Perimeter" portion of the park's North, West and South sides.  
(See Additional Alternate # 13)

**ADD ALTERNATE # 2**

**13. Crestwood North Park: (perimeter) 900 Crestwood Blvd N**

Item	Quantity	Unit	Unit Cost	Total Annual Cost
Mowing				
Shrub and Tree Pruning	4	EA	\$1,725.00	\$6,900.00
Mulch	1	EA	\$3,920.00	\$3,920.00
Fertilize				
<b>SUBTOTAL</b>			\$5,645.00	\$10,820.00

**TOTAL ANNUAL PARK MAINTENANCE SERVICES PRICE:** \$ 110,021.82

**WRITTEN TOTAL ANNUAL PARK MAINTENANCE SERVICES PRICE:**  
**One Hundred Ten Thousand Twenty One Dollars and Eighty Two Cents**

**ADD ALTERNATE # 1** \$ 19,691.44

**ADD ALTERNATE # 2** \$ 10,820.00

10-21-2024  
DATE

*Darren McDonough*  
Signature of Authorized Agent

BrightView Landscape Services, Inc.  
Company Name (Print)

Darren McDonough  
Print Name of Authorized Agent

13710 Okeechobee Blvd, Loxahatchee, FL 33470  
Company Address

Senior Vice President  
Title of Authorized Agent

## BUSINESS INFORMATION

Name of Business: BrightView Landscape Services, Inc.

Mailing Address: 13710 Okeechobee Blvd, Loxahatchee, FL 33470

Contact Person: Bruce Hoffman

Email Address: Bruce.Hoffman@Brightview.com

Office Phone: (561) 784-3450




Cell Phone: (772) 267-6825

# ISA CREDENTIALS

**The International Society of Arboriculture**  
 Hereby Announces That  
*Jenna Marie Crawford*  
 Has Earned the Credential  
**ISA Certified Arborist®**  
 By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

*Cathy Pullihan*  
 CEO & Executive Director


24 September 2021	31 December 2024	FL-9799A
Issue Date	Expiration Date	Certification Number

**The International Society of Arboriculture**  
 Hereby Announces That  
*Cal Leggett*  
 Has Earned the Credential  
**ISA Certified Arborist®**  
 By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

*Cathy Pullihan*  
 CEO & Executive Director

24 September 2021	31 December 2024	FL-9799A
Issue Date	Expiration Date	Certification Number



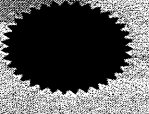




**The International Society of Arboriculture**  
 Hereby Announces That  
*John Bonavides*  
 Has Earned the Credential  
**ISA Certified Arborist®**  
 By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

*Cathy Pullihan*  
 CEO & Executive Director



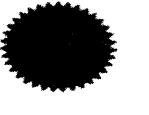
24 February 2021	30 June 2024	FL-9038A
Issue Date	Expiration Date	Certification Number

**The International Society of Arboriculture**  
 Hereby Announces That  
*Jason R. Anderson*  
 Has Earned the Credential  
**ISA Tree Risk Assessment Qualification**  
 By successfully meeting ISA Tree Risk Assessment Qualification certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

*Cathy Pullihan*  
 CEO & Executive Director

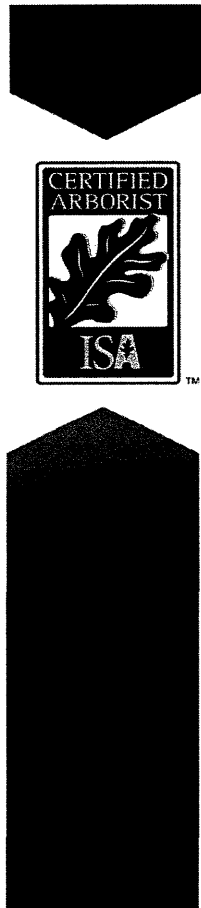
24 February 2021	30 June 2024	FL-9038A
Issue Date	Expiration Date	Certification Number



# CLASS A | B TREE TRIMMERS LICENSE

Inspiring People | Nurturing Landscapes



## The International Society of Arboriculture

Hereby Announces That

*Daniel Christopher Lewis*

Has Earned the Credential

**ISA Certified Arborist ®**

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council.

*Caitlyn Pollihan*

Caitlyn Pollihan  
CEO & Executive Director

11 April 2015

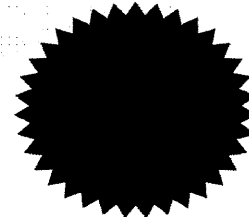
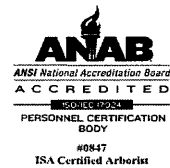
30 June 2027

FL-6733A

Issue Date

Expiration Date

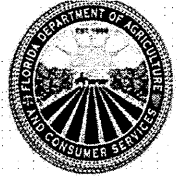
Certification Number



# PEST CONTROL OPERATORS FL DEPT AGRICULTURE

Inspiring People | Nurturing Landscapes





## Florida Department of Agriculture and Consumer Services

[Department Home](#) [Agricultural Environmental Services](#)

### Licensee Report With Categories

License Types\*

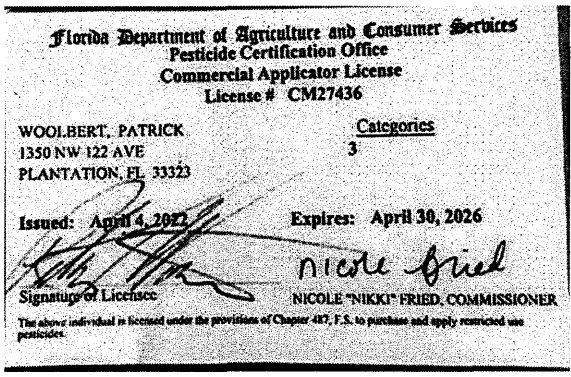
License Categories

Licensee Counties

Export to Excel

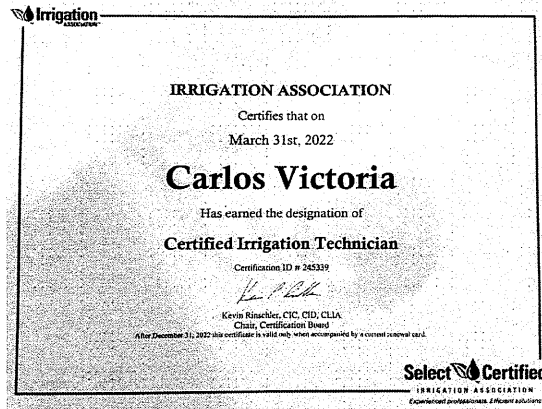
Search:

License #	Name	Issue Date	Expired Date	License Categories	Home Address	Business Address	Mailing Address	County	Home Phone	Business Phone
CM27436	WOOLBERT, PATRICK	4-4-2022	4-30-2026	ORNAMENTAL AND TURF PEST CONTROL	1350 NW 122 AVE PLANTATION, FL 33323	BRIGHTVIEW LANDSCAPING, 2711 SW 36TH ST DAVIE, FL 33312	1350 NW 122 AVE PLANTATION, FL 33323	BROWARD		786-786-6697



# MISCELLANEOUS CERTIFICATIONS | LICENSES

Inspiring People | Nurturing Landscapes



## Licensee

Name: **VICTORIA, CARLOS M** License Number: **CFC1429383**  
 Rank: **Certified Plumbing Contractor** License Expiration Date: **08/31/2026**  
 Primary Status: **Current** Original License Date: **09/17/2015**  
 Secondary Status: **Active**

## Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Primary Qualifying Agent for Business	09/17/2015	Construction Business Information	

# MOT CERTIFICATION

Inspiring People | Nurturing Landscapes



**Metro Florida Safety Council**

Jean Beauvais

BrightView Landscape Services

Flagger - Basic  
[FDOT Provider #140]

8/9/2024 8/9/2028 Jeremiah McCarthy  
Completion Date Expiration Date Instructor Signature  
(888) 697-6372



**Metro Florida Safety Council**

Christopher Difilippi

BrightView Landscape Services

Flagger - Basic  
[FDOT Provider #140]

8/9/2024 8/9/2028 Jeremiah McCarthy  
Completion Date Expiration Date Instructor Signature  
(888) 697-6372



**Metro Florida Safety Council**

Gabriel Doreus

BrightView Landscape Services

Flagger - Basic  
[FDOT Provider #140]

8/9/2024 8/9/2028 Jeremiah McCarthy  
Completion Date Expiration Date Instructor Signature  
(888) 697-6372



**Metro Florida Safety Council**

Shannon Harry

BrightView Landscape Services

Flagger - Basic  
[FDOT Provider #140]

8/9/2024 8/9/2028 Jeremiah McCarthy  
Completion Date Expiration Date Instructor Signature  
(888) 697-6372



**Metro Florida Safety Council**

Jean Jeanty

BrightView Landscape Services

Flagger - Basic  
[FDOT Provider #140]

8/9/2024 8/9/2028 Jeremiah McCarthy  
Completion Date Expiration Date Instructor Signature  
(888) 697-6372



**Metro Florida Safety Council**

Robertson Moise

BrightView Landscape Services

Flagger - Basic  
[FDOT Provider #140]

8/9/2024 8/9/2028 Jeremiah McCarthy  
Completion Date Expiration Date Instructor Signature  
(888) 697-6372



**Metro Florida Safety Council**

Alexander Torres

BrightView Landscape Services

Flagger - Basic  
[FDOT Provider #140]

8/9/2024 8/9/2028 Jeremiah McCarthy  
Completion Date Expiration Date Instructor Signature  
(888) 697-6372

## CERTIFICATE OF COMPLETION

*JENJEL BENAVIDES*

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:



A Plus Training by Ron Henley, LLC  
9001 SW 124 Street  
Archer FL 32618  
Phone: 352-339-6553

Verify this Certificate by visiting [www.motadmn.com](http://www.motadmn.com)

12/15/2023  
Issue Date

12/12/2027  
Expiration Date

J.H.  
Instructor

618182  
Certificate No.



# MISCELLANEOUS CERTIFICATIONS

Inspiring People | Nurturing Landscapes



profile.fn gla.org/verify-a-certification?reload=timezone

Company Links Login | Salesforce Official HCCA Mem... Staff Directory Stock Quotes | Stoc... Home Addresses | Search... 100% Free People S... (3) LinkedIn Google Maps Sign in to

## Verify an FNGLA Certification

Please input the following information to find an FNGLA Certified Professional:

[← BACK TO SEARCH](#)

**Name:** Hector Diaz Morales  
**Organization:** BrightView Landscape Services  
◦ Organization Phone: ☎ 1-407-292-9600  
◦ Organization email:  
**Certification:** FNGLA Certified Horticulture Professional  
**Certified Since:** 2/10/2022  
**Certification Expiration Date:** 3/31/2025  
**Additional Memberships:** Organizational Membership

**Name:** Tyler Drew  
**Organization:** BrightView Landscape Services  
◦ Organization Phone: ☎ 1-813-297-4695  
◦ Organization email:  
**Certification:** FNGLA Certified Horticulture Professional  
**Certified Since:** 11/21/2018  
**Certification Expiration Date:** 12/31/2024  
**Additional Memberships:** Organizational Membership

**Name:** Jonathan Duarte  
**Organization:** BrightView Landscape Services  
◦ Organization Phone: ☎ 1-407-718-4006  
◦ Organization email:  
Shannon.Harry@Brightview.com  
**Certification:** FNGLA Certified Landscape Maintenance Technician  
**Certified Since:** 4/15/2022  
**Certification Expiration Date:** 6/30/2025  
**Additional Memberships:** Organizational Membership

**Name:** Jonathan Duarte  
**Organization:** BrightView Landscape Services  
◦ Organization Phone: ☎ 1-407-718-4006  
◦ Organization email:  
Shannon.Harry@Brightview.com  
**Certification:** FNGLA Certified Landscape Technician  
**Certified Since:** 4/15/2022  
**Certification Expiration Date:** 6/30/2025  
**Additional Memberships:** Organizational Membership

**Name:** Johnathan Giaquinta  
**Organization:** BrightView Landscape Services  
◦ Organization Phone: ☎ 1-407-292-9600  
◦ Organization email:  
**Certification:** FNGLA Certified Horticulture Professional  
**Certified Since:** 6/2/2023  
**Certification Expiration Date:** 6/30/2026  
**Additional Memberships:** Organizational Membership

**Name:** Arturo Gomez  
**Organization:** BrightView Landscape Services  
◦ Organization Phone: ☎ 1-407-718-4006  
◦ Organization email:  
Shannon.Harry@Brightview.com  
**Certification:** FNGLA Certified Landscape Maintenance Technician  
**Certified Since:** 4/15/2022  
**Certification Expiration Date:** 6/30/2025  
**Additional Memberships:** Organizational Membership

# FEDERAL, LOCAL AND STATE REGULATIONS

Inspiring People | Nurturing Landscapes



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
 Serving Palm Beach County  
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2284

**\*\*LOCATED AT\*\***  
 11600 S MILITARY TRL BLDG J4  
 VILLAGE OF GOLF FL 33436

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LAWN MAINTENANCE	WORLAND CHARLES		523.736476 9/20/2023	66.00	B40111438

This document is valid only when receipted by the Tax Collector's Office.

BRIGHTVIEW LANDSCAPE SERVICES INC  
 BRIGHTVIEW LANDSCAPE SERVICES INC  
 11600 S MILITARY TRL BLDG J4  
 BOYNTON BEACH FL 33438

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 200802035**  
**EXPIRES: 9/30/2024**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
 Serving Palm Beach County  
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2284

**\*\*LOCATED AT\*\***  
 11600 S MILITARY TRL BLDG J4  
 VILLAGE OF GOLF FL 33436

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LANDSCAPING	WORLAND CHARLES		523.736477 9/20/2023	66.00	B40111437

This document is valid only when receipted by the Tax Collector's Office.

BRIGHTVIEW LANDSCAPE SERVICES INC  
 BRIGHTVIEW LANDSCAPE SERVICES INC  
 11600 S MILITARY TRL BLDG J4  
 BOYNTON BEACH FL 33438

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 200802036**  
**EXPIRES: 9/30/2024**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/28/2024

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Brightview Landscapes, LLC Location #34350 3340 SE Dixie Hwy. Stuart FL 34997 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**      **CERTIFICATE NUMBER: 570108619293**      **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG47317551 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	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"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10719999	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC72633660 WC - AOS SCFC72633702 WC - WI	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Brightview Landscape Services LLC is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

### CERTIFICATE HOLDER

### CANCELLATION

Brightview Landscape Services LLC 3340 SE Dixie Hwy. Stuart FL 34997 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570108619293



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

---

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

1. This sworn statement is submitted with Proposal, Proposal or Contract No. Park Maintenance Services, to the Village of Royal Palm Beach.

2. This sworn statement is submitted by: BrightView Landscape Services, Inc.  
(Company Name)

whose business address is: 13710 Okeechobee Blvd, Loxahatchee, FL 33470

and (if applicable) 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 Darren McDonough, SVP and

(please print name of individual signing)

4. I understand that “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 any agency or political subdivision of any other state or with the United States, including but not limited to, any Proposal or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of 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 guilt 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, partner’s shareholder’s employees, members and agents who are active in the management of the 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 for fair market value under an arm’s length agreement, shall be a 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) (c), 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 a binding contract and which Proposals or applies to Proposal in 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 the management of the entity.

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.)

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity where charged with and convicted of a public entity crime after July, 1989.

The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with a and subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

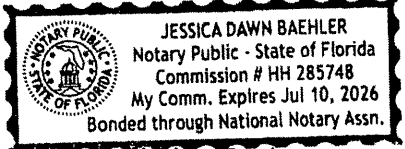
**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 1 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Darren McDonough   10/21/24   
(Signature) (Date)

STATE OF:  Florida   
COUNTY OF:  Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  Darren McDonough  who, after first being sworn by me by means of  physical presence or  online notarization, affixed his/her signature  Darren McDonough   
(Name of individual signing)

on this  31<sup>st</sup>  day of  October , 20  24 .



Jessica Baehler   
(Notary Public)

My Commission Expires:

**Truth – In – Negotiation Certificate**

**The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.**

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By:     *Darren McDonough*    

Title:     Senior Vice President    

Date:             10/21/24

## DRUG FREE WORKPLACE CERTIFICATION

If identical tie Proposals exist, preference will be given to the vendors who submit a certification with their Proposal/Proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

**IDENTICAL TIE PROPOSALS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

1. This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. This firm gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plead guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. This firm 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.
6. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

*Darren McDonough*

(Vendor's Signature)

BrightView Landscape Services, Inc

(Firm Name)

10/21/24/

(Date)

## DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

1. This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. This firm 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.
6. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

*Darren McDonough*

(Vendor's Signature)

BrightView Landscape Services, Inc

(Firm Name)

10/21/24/

(Date)

CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 215.4725

I, Darren McDonough, on behalf of BrightView Landscape Services, Inc  
Print Name Company Name

certifies that BrightView Landscape Services, Inc does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

*Darren McDonough*  
Signature

Senior Vice President  
Title

10/21/24  
Date

## E-Verify Affidavit

Bid/Proposal Number:

Project Description: Park Maintenance Services

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Royal Palm Beach.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Royal Palm Beach upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

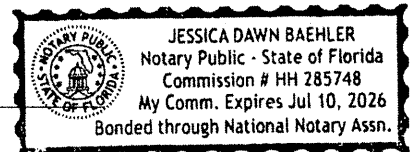
By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

<u>BrightView Landscape Services, Inc</u> Company name	<u>95-4194223</u> Federal Employer Identification No.
<u>Darren McDonough</u> Signature	<u>10/21/24</u> Date
<u>Darren McDonough</u> Print Name	<u>Senior Vice President</u> Title

STATE OF FLORIDA PALM  
BEACH COUNTY

Sworn to (or affirmed) and subscriber before me by means of  physical presence or  online notarization on this 31<sup>st</sup> day of October, 2024, by Darren McDonough, who is personally known to me or has produced DIC as identification and who did / did not take an oath, in the state and county first mentioned above.

Notary Public Jessica Baehler (affix seal)  
My Commission Expires: 7/10/26



7. I understand that a "Person" as defined in Paragraph 287.133(1) (c), 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 a binding contract and which Proposals or applies to Proposal in 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 the management of the entity.

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.)

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity where charged with and convicted of a public entity crime after July, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with a and subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

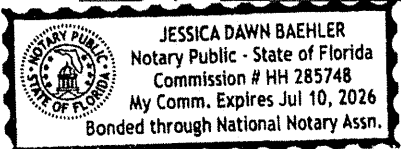
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 1 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Darren McDonough \_\_\_\_\_ 10/21/24  
(Signature) (Date)

STATE OF: Florida  
COUNTY OF: Palmer Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Darren McDonough who, after first being sworn by me by means of [] physical presence or [] online notarization, affixed his/her signature Darren McDonough  
(Name of individual signing)

on this 31<sup>st</sup> day of October, 2024.



Jessie Baehler  
(Notary Public)

My Commission Expires:

**FLORIDA STATUTE §287.135 COMPANY CERTIFICATION**

**AFFIDAVIT** The Affiant,  Darren McDonough , certifies and says:

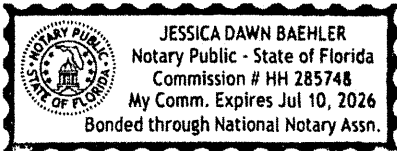
1. If the contract is worth one million dollars or more,  Brightview Landscape Services, Inc.  (company) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, and that it is not engaged in business operations in Cuba or Syria;
2. Regardless of the amount of the contract,  BrightView Landscape Services, Inc.  (company) is not on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725, nor is it participating in the boycott of Israel.

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

Darren McDonough   
\_ Affiant

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this  31<sup>st</sup>  day of  October , 2024, by  Darren McDonough  (name of person making statement).



Jessica Baehler   
Signature of Notary Public--State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



## PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, BRIGHTVIEW LANDSCAPE SERVICES, INC.  
(hereinafter called the Principal), and LIBERTY MUTUAL INSURANCE COMPANY  
(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of  
with its principal offices in the City of Boston, MA, and authorized to do business  
in the State of Florida, and Palm Beach County, and having an Agent resident therein, such Agent and  
Company acceptable to Village of Royal Palm Beach, are held and firmly bound unto Village of Royal  
Palm Beach, (hereinafter called Owner), in the sum of Five Percent of the Total Amount Bid  
Dollars (\$ 5% of the Total Amount Bid ), good and lawful  
money of the United States of America, to be paid upon demand of the said Owner, to which payment  
well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting  
or has submitted a Proposal to the said Owner for furnishing all necessary  
labor, materials, equipment, machinery, tools, apparatus, services, all  
State Workmen's Compensation and Unemployment Compensation  
Taxes incurred in the performance of the contract, and means of  
transportation for construction of:

### **PARK MAINTENANCE SERVICES**

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified  
Proposer's check otherwise required to accompany this Proposal in the amount of five percent  
(5%) of the highest Proposal, whether base or alternate.

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be accepted,  
the Principal shall within fifteen (15) days after receipt of notification of the acceptance thereof,  
execute a contract in accordance with the Proposal and upon the terms, conditions and price set  
forth therein, in the form and manner required by the Owner and execute sufficient and  
satisfactory Payment and Performance Bonds payable to the Village of Royal Palm Beach,  
Florida each in an amount of one hundred percent (100%) of the total contract price, as indicated  
in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be  
void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure  
of the Principal to comply with any or all of the foregoing requirements within the time specified  
above immediately pay to the aforesaid Owner upon demand the amount hereof in good and  
lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said BRIGHTVIEW LANDSCAPE SERVICES, INC., as "Principal" herein has caused these presents to be signed in its name, by its Attorney-in-Fact under its corporation seal, and the said LIBERTY MUTUAL INSURANCE COMPANY as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, and attested by its Witness under its corporate seal, this 17th day of October, A.D., 2024.

ATTEST:

Tracy Aston

Tracy Aston, Witness  
(Title)

ATTEST:

Beverly McCoy

Beverly McCoy, Witness

BY: Meghan Hanes  
(Principal) Meghan Hanes, Attorney-in-Fact

BY: Vanessa Fong  
(Surety) Attorney-in-Fact Vanessa Fong

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

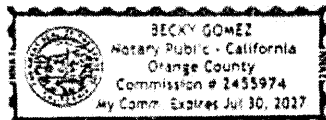
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 10/17/24 before me, Becky Gomez, Notary Public, personally appeared Meghan Hanes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature Becky Gomez  
Signature of Notary Public

**Limited Power of Attorney**

BrightView Holdings, Inc. of 980 Jolly Road, Blue Bell, PA 19422, Federal Employer Tax Identification Number 46-4190788, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon plc ("Aon"), as identified below, its true and lawful attorney-in fact, only upon BrightView's prior written consent, to execute and apply a corporate seal to all surety bonds issued on behalf of each of the subsidiaries of BrightView Holdings, Inc. listed on Exhibit A attached hereto:

**Aon Employee**

**Aon Subsidiary**

Los Angeles  
Meghan Hanes  
Samantha Russell  
Tracy Aston  
Vanessa Fong

Aon Risk Services West, Inc.

Philadelphia  
George Gionis  
Sara Owens  
Sean Dent

Aon Risk Services Northeast, Inc.

New York  
Frances Rodriguez  
Francesca Kazmierczak

Aon Risk Services Northeast, Inc.


Chicago  
Jennifer L. Jakaitis  
Nicholas Kertesz

Aon Risk Services Central, Inc.

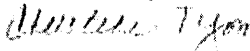
This Power-of-Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days written notice.

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained therein.

Dated: March 24, 2023

By   
Name: LOUAY H. KHATIB  
Title: CHIEF ACCOUNTING OFFICER

Sworn to and subscribed before me  
this 24<sup>th</sup> day of March, 2023.



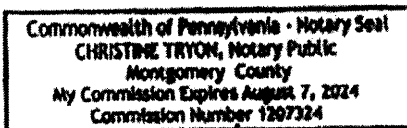
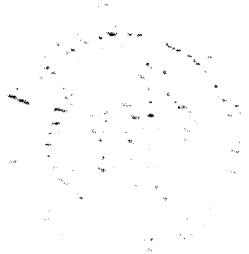


Exhibit A

BrightView Landscape Services, Inc. (California)  
BrightView Landscape Services, Inc. (Texas)  
BrightView Landscape Services, Inc. (Arizona)  
BrightView Landscape Services, Inc. (Colorado)  
BrightView Landscape Services, Inc. (Florida)  
BrightView Landscape Services, Inc. (Georgia)  
BrightView Landscape Services, Inc. (Nevada)  
BrightView Landscapes, LLC  
BrightView Tree Care Services, Inc.  
BrightView Golf Maintenance, Inc.



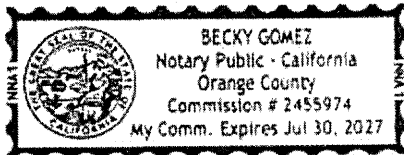
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 10/17/24 before me, Becky Gomez, Notary Public, personally appeared Vanessa Fong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Becky Gomez  
Signature of Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212336-024029

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, do hereby name, constitute and appoint, Mary L. Yohnke; Meghan Hanes; Rosa E. Rivas; Samantha Russell; Tracy Aston, Vanessa Fong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of August, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 28th day of August, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17 day of OCT, 2024



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## AGREEMENT

<b>Village of Royal Palm Beach</b>	<b>Vendor:</b> BrightView Landscape Services, Inc.
<b>Project: Park Maintenance Services</b>	<b>RFP</b>

This Agreement, entered into this   1   day of   December   2024, effective immediately by and between   BrightView Landscape Services, Inc.  , a Corporation registered in Florida, hereinafter referred to as the “**VENDOR**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “**Village**.”

### WITNESSETH:

Village and **VENDOR**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Village and **VENDOR**, both hereby agree to enter into an agreement for the **Park Maintenance Services** within the corporate limits of the Village in accordance with the Village Proposal Specifications attached hereto as Exhibit A. This agreement will commence on **December 1, 2024** and shall end on **November 31, 2025**.
2. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Proposal Specifications for these services and the Proposal attached hereto as Exhibit “A”. Both parties hereby agree and acknowledge that this two (2) page Agreement, along with Exhibit “A” and any other documents required by the Village Specifications shall constitute the entire Agreement.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<p><b>Village:</b></p> <p>Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411</p> <p>Attn: Raymond C. Liggins, P.E. Village Manager</p>	<p><b>Vendor:</b></p> <p>BrightView Landscape Services, Inc. 13710 Okeechobee Blvd, Loxahatchee, FL 33470</p> <p>Attn: Bruce Hoffman, BDE</p>
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4. **VENDOR** shall perform all work required in accordance with the Proposal Specifications for the price of   \$ 110,021.82   and is hereby authorized to commence this project. The Village agrees to pay **VENDOR**,   \$ 9,168.48   at the end of each month commencing on the date written above until **November 31, 2025**, after services have been rendered. Upon completion of the services Village staff will deem if the work is satisfactory and report back to the Village Manager.

5. The **VENDOR** is a business engaged in landscape and grounds maintenance and agrees to perform the following landscape and grounds maintenance for the Village: See Exhibit “A”.



6. This Agreement may be renewed and extended for two (2), additional one (1) year terms for **Park Maintenance Services** for the same amount of monthly compensation, \$ 9,168.48 as stated above in paragraph 4, upon written agreement of both parties.

The cost for all items as quoted herein shall remain firm for the initial term of the contract. No cost increases shall be accepted in this initial bid term. Costs for subsequent years and any renewal or extension terms shall be subject to Village Council approval and shall be limited to the latest yearly percentage increase provided in the All Urban Consumers Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach, FL as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year or three percent (3%), whichever is less. Any approved cost adjustment shall become effective on the beginning date of the approved renewal term.

7. **VENDOR** agrees to indemnify and hold harmless the Village against any and all claims, suits, demands or other cause of action, including reasonable attorney's fees and expenses in defending the same, which may arise or be asserted against the Contractor by reason of the operation of the Contractor's business or injury to an employee of the Contractor.

8. **VENDOR** agrees not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of Contractor under this agreement, on the basis of race, color, religion, national origin, ancestry, sex, or age. Violation of this provision, at the option of Village, may be treated as a breach of this Contract.

9. Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the Inspector General in the exercise of the Inspector General's functions, authority and power. The Inspector General has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

10. In accordance with Sec. 119.0701, *Florida Statutes*, Vendor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal. Upon request from the Village's custodian of public records, Vendor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Vendor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, Vendor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Vendor does not transfer the records to the Village. Finally, upon completion of the Agreement, Vendor shall transfer, at no cost to the Village, all public records in possession of the Vendor, or keep and maintain public records required by the Village. If the Vendor transfers all public records to the Village upon completion of the Agreement, 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 Agreement, the Vendor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

11. **VENDOR** agrees not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of Contractor under this agreement, on the basis of race, color, religion, national origin, ancestry, sex, or age. Violation of this provision, at the option of Village, may be treated as a breach of this Contract.

12. **VENDOR** shall secure all licenses and permits necessary for initiation and completion of the project and be responsible for the payment of license and permit fees.

13. It is agreed by the parties that there will be no assignment or transfer of this Contract, nor of any interest in this Contract.

14. If any landscaping is renovated during the time frame of this park maintenance contract, the Village reserves the right to negotiate the contract price for the service required for the particular area.

15. Either party may terminate this Agreement by providing a thirty (60) day written notice.

16. This three (3) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

**Witnesses to Vendor:**

Bruce Hoffman  
Bruce Hoffman

**Vendor**

Darren McDonough  
Darren McDonough Senior Vice President

**Witnesses to Village:**

\_\_\_\_\_  
\_\_\_\_\_

**Village of Royal Palm Beach**

\_\_\_\_\_  
Raymond C. Liggins, P.E.  
Village Manager

**Attest :**

\_\_\_\_\_

Diane DiSanto, Village Clerk