

RESOLUTION NO. 13-25

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SELECTING VALLEYCREST LANDSCAPE MAINTENANCE, INC. FOR THE COMPREHENSIVE LANDSCAPE/GROUNDS MAINTENANCE OF THE TOWN'S PARKS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT RELATING TO THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 21, 2013, the Town of Cutler Bay (the "Town") issued a Request for Proposal # 13-01 for the Comprehensive Landscape/Grounds Maintenance of the Town's parks (the "RFP"); and

WHEREAS, on March 7, 2013, the Town received two (2) fully-responsive proposals from local landscape maintenance firms; and

WHEREAS, in accordance with the stipulations of the RFP, an evaluation committee reviewed the proposals and ranked them based upon the information provided in the submittals; and

WHEREAS, the evaluation committee members ranked the proposals in the following order from highest to lowest – ValleyCrest Landscape Maintenance, Inc. and Sanchez-Arango Construction - and recommended negotiation with ValleyCrest Landscape Maintenance, Inc. as the highest ranked firm, attached hereto as Exhibit "A"; and

WHEREAS, the Town Council desires to authorize the Town Manager to negotiate and execute an agreement between the Town and ValleyCrest Landscape Maintenance, Inc. for the Comprehensive Landscape/Grounds Maintenance of the Town's parks; and

WHEREAS, the Town Council finds that the adoption of this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

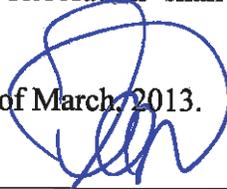
Section 2. Selection. The Town Council hereby selects ValleyCrest Landscape Maintenance, Inc. for the Comprehensive Landscape/Grounds Maintenance of the Town's parks.

Section 3. Authorization. The Town Manager is hereby authorized to negotiate and execute an agreement with ValleyCrest Landscape Maintenance, Inc. consistent with their

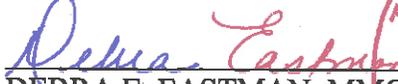
proposal within the RFP. If an agreement cannot be reached, the Town Manager is authorized to negotiate and execute and agreement with the next highest ranked firm(s), in order of ranking, until an agreement in the best interest of the Town is reached.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 20th day of March, 2013.


EDWARD P. MACDOUGALL
Mayor

ATTEST:


DEBRA E. EASTMAN, MMC
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:


WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

Moved By: Council Member Bell
Seconded By: Vice Mayor Sochin

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	Yes
Vice Mayor Ernest Sochin	Yes
Councilmember Peggy R. Bell	Yes
Council Member Sue Ellen Loyzelle	Yes
Council Member Mary Ann Mixon	Yes

AGREEMENT COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made this 1st day of May, 2013 by and between the Town of Cutler Bay, Florida, a Florida municipal corporation (the "Town") and Valley Crest Landscape Maintenance Inc. (the "Contractor", each of the Town and the Contractor a "Party", together, the "Parties").

The Parties, for the consideration provided for below, mutually agree as follows:

- 1.1.1 **SCOPE OF WORK** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of this Agreement, attached hereto as Exhibit "A" (the "Work").
- 1.2 **COMPENSATION/PAYMENT**
 - 1.2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
 - 1.2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved to the mutual satisfaction of the Parties.
 - 1.2.3 Contractor shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit "B", and made a part hereof, based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$ 404,500.00 (the "Agreement Sum").
- 1.3 **TERM** This Agreement shall be effective upon execution by the Parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional years (the "Option"). Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination.
- 1.4 **PROTECTION OF PROPERTY AND THE PUBLIC** The Contractor shall continuously maintain adequate protection of the Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:
 - 1.4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
 - 1.4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings,

barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

- 1.4.3 The Contractor shall be solely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 1.4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

1.5 **INDEMNIFICATION-**

- 1.5.1 The Parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 1.5.2 Contractor shall fully indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, its subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified hereunder or arises by or is imposed by law and regulations.

1.6 **AGREEMENT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

- Request for Proposal #13-01
- All Addendums;
- Contract Agreement;
- Proposal;
- Detailed Specifications;

Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

1.7 **CONTRACTOR'S EMPLOYEES-**

- 1.7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 1.7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 1.7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 1.7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be consumed or allowed on the property where the Work is being performed.
- 1.7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

1.8 **VEHICLES AND EQUIPMENT** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A magnetic sign displaying the Town of Cutler Bay Logo and a caption noting "Parks" will be required on vehicles at all times.

1.9 **INSURANCE** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interests and the interests of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

1.9.1 **Worker's Compensation and Employer's Liability Insurance** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy (ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

1.9.2 **Comprehensive Automobile and Vehicle Liability Insurance** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and

Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office. The policy must provide coverage for non-owned and hired automobiles.

1.9.3 **Comprehensive General Liability Insurance** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1.9.4 **Certificate of Insurance** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

1.9.5 **Additional Insured** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

1.10 **ASSIGNMENT AND AMENDMENT** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the Parties, with the same formalities as this Agreement.

1.11 **TERMINATION**

1.11.1 Either Party may terminate this Agreement without cause upon 30 days written notice to the other Party.

- 1.11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- 1.11.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.
- 1.11.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.
- 1.12 **GOVERNING LAW** The law of the State of Florida shall govern this Agreement and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing Party in such litigation shall be entitled to recover against the other Party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 1.13 **ACCESS TO PUBLIC RECORDS** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 1.14 **INSPECTION AND AUDIT** During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
- 1.15 **SEVERABILITY** If a term, provision, covenant, contract or condition of this Agreement is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 1.16 **WAIVER OF JURY TRIAL** The Parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
- 1.17 **COUNTERPARTS** This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 1.18 **INDEPENDENT CONTRACTOR** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to the Work and under this Agreement, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

- 1.19 **ACCIDENT PREVENTION AND REGULATIONS** Contractor shall exercise all precautions for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
- 1.20 **BACKGROUND CHECKS** The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
- 1.21 **LAWS, RULES & REGULATIONS** Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
- 1.22 **POLICY OF NON-DISCRIMINATION** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 1.23 **NON-WAIVER** The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
- 1.24 **NOTICES** Whenever any Party is required to give or deliver any notice to any other Party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:
 Town of Cutler Bay
 Town Manager's Office
 10720 Caribbean Blvd., Suite# 105
 Cutler Bay, FL 33189

Contractor:
 Valley Crest Landscape
 Maintenance Inc.
 8191 NW 84th Street
 Medley, FL 33166

IN WITNESS WHEREOF the Parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY

By: Debra E. Eastman
 Debra E. Eastman, Town Clerk

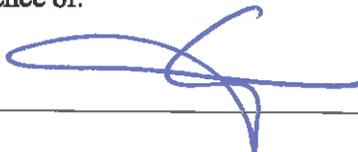
By: Rafael G. Casals
 Rafael G. Casals – Interim Town Manager

By: 
Town Attorney

Town Resolution # 13-25

Signed, sealed and witnessed in the presence of:

CONTRACTOR: ValleyCrest Landscape Maintenance, Inc.

By: 

By: 

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

END OF DOCUMENT

CERTIFICATE OF RESOLUTION

I, ANTHONY GARRUTO, Secretary of VALLEYCREST LANDSCAPE MAINTENANCE, INC., a Florida corporation, do hereby certify that on January 17, 2013, the following resolutions were adopted by unanimous consent of the Directors of VALLEYCREST LANDSCAPE MAINTENANCE, INC., pursuant to the authority of §607.0821 of the Florida General Corporation Act:

Authorization to Execute Documents

RESOLVED, that the Board of Directors have authorized and they do hereby authorize Jim Abbott, John J. Amarosa, Hollie S. Anderson, John Anderson, John Balzarini, Rohit Bassi, Victor Bernardini, Larry Blackburn, Charles Bland, John Borland, James Boynton, Steve Brackin, Andrew Brennan, Brandon Bryson, Cliff Cameron, John Cornelius, Mark Cruzan, Andrew Davidson, Brent Davis, Chris Dennison, Michael Dozier, Mary Edwards, Anthony Garruto, Rick Gecosky, Charles L. Gonzalez, Jon Gregorius, Rob Gresham, David L. Hanson, Greg Harbison, Jay W. Jernigan, Daryl Johnson, James Jordan, Josh Kennedy, Karen Kennedy, Ray Keenan, Karen M. Klein, Mark Lanteigne, Rob Maier, Andrew J. Mandell, Tim McColgan, Scott Miller, Kyle Osborn, David Rivera, Shawn Rommerdahl, John L. Rose, Eric Rothell, Dennis Smith, Richard A. Sperber, Daniel Stagg, Janet Rodriguez Suarez, John Tuell, Gary L. Tungate, Keith Wilson, Bud Worland, Jose A. Zepeda, Roger Zino, or any of them to execute and deliver in the name of and for and on behalf of this Corporation, any and all bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Corporation is hereby authorized and directed to execute a Certificate of the Secretary certifying to the passage of these resolutions;

FURTHER RESOLVED, that any and all firms, persons, corporations and other entities, including, without limiting effect, public entities, shall be entitled to rely on the authority of any one of the foregoing persons to bind this corporation by the execution and the delivery of any such bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;

FURTHER RESOLVED, that the authority herein contained, shall remain in effect until the persons, firm, corporation or other entity relying upon the authority herein contained receive written notice to the contrary and that all previous authorizations heretofore given with respect to the matters herein contained are revoked; provided, however, that this revocation shall not affect the validity of any instrument hereinabove referred to that was executed by any person or persons who at the time of such execution was duly authorized to act.

DATED: January 29, 2013

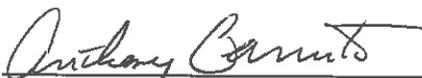

ANTHONY GARRUTO
Secretary



Exhibit "A"

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to complete the work outlined below.

1. GENERAL:

No maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the Parks & Recreation Department Director or his designee.

Special attention shall be given to specified areas prior to national holidays and holiday weekends to ensure that the Town is at its best during these times. Contractor will verify that all required maintenance has been properly performed no more than two days in advance of holidays and holiday weekends. Special event sites may require specific days of the week for maintenance.

Contractor must make a written request and receive approval prior to the following: changing any landscape feature(s); making plant/material purchases and/or the performance of any work by sub-contractors. Insurance coverage must be supplied for all sub-contractors prior to work performance.

Contractor will ensure that at least one member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the employees name clearly identified, to be worn during working hours. Contractor's employees' clothing must be neat and clean.

Contractors are required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractors are responsible for providing all safety gear, equipment and traffic control devices for maintenance personnel.

2. LITTER/DEBRIS CONTROL:

The Contractor shall retrieve and dispose of all litter and debris (trash, garbage, dead palm fronds, branches, etc.) for all areas subject to this contract, including the parking areas, immediately prior to mowing. Litter shall be removed entirely from the sites and disposed of, at the Contractor's expense, in accordance with Town Ordinances. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other debris.

3. MOWING:

3.1 Mowing – General:

Mowing wet grass shall be avoided when at all possible. Mowing will not be done when weather or conditions will result in damaged turf. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged. The Town reserves the right to require the Contractor to upgrade mowing equipment that does not perform to the standards as set forth herein. Mowing patterns shall be changed frequently to avoid unnecessary wear, rutting, etc. Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any

missed uncut grass. Grass clippings or debris caused by mowing shall be removed from the adjacent walks, drives, gutters, curbs or other surfaces on the same day as turf is mowed. Clippings, mulch or other plant debris must be prevented from entering water features or drains and shall be removed in such a way as to not cause drift into roadways or adjacent properties. In the event that this occurs, the materials shall be removed immediately.

Mowing shall be done carefully so as not to "girdle" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities. Should any of the above listed damage occur, the Contractor shall be held financially responsible for the replacement or repair within 48 hours of the damage occurring. In addition, the Contractor will be responsible for repair or replacement of any damage caused by Contractor's vehicles within 48 hours of the damage occurring.

Mowing frequencies may be increased or decreased due to climatic factors or as determined by the Town's Parks & Recreation Department.

3.2 Mowing – Specifics:

- A. St. Augustine & Bahia Grass: Mow only with a rotary mower a minimum of once per week during the growing season of April 15 through October 15 and once every two weeks from October 15 to April 15 for a total of 40 cuts per year. The cutting height shall be a minimum 2 ½" to a maximum 3" above soil level. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- B. Bermuda Grass (athletic fields): Mow only with a reel type mower a minimum of twice per week during the growing season of April 15 through October 15 and once every week from October 15 to April 15 for a total of 80 cuts per year. The cutting height shall be a minimum ¾" to a maximum 1" above soil level. One annual application of overseeding with a rye grass blend shall be included. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf.

4. EDGING AND CLEAN-UP:

Contractor shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) and beds and tree rings (soft edging) shall be edged every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours. All walks and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done.

5. WEED CONTROL:

Weeds are to be removed from turf areas as part of turf care operations. Weeds are to be manually or chemically removed from shrubs, hedges, ground cover and/or flower beds and tree rings.

Weeds are to be removed from walkways, pavers, curb and gutter expansion joints, along fence lines and

cement noses of concrete medians with each mowing.

Contractor will use weed and feed products for killing weeds in St. Augustine grass. Contractor will use glyphosate based herbicide (i.e., Round-Up) when spraying gutters, cement medians, pavers and other paved areas.

6. SHRUBS, TREES AND PALMS MAINTENANCE:

Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Shrubs and hedges shall be trimmed wider at the base and narrower at the top. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any operation. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. Pruning shall also be required from time to time to remove damaged branches from storms, disease or when blocking sight distances, etc.

On trees known to be diseased, disinfect tools after each cut and between trees.

Pruning shall include the following items:

- Dead, dying or unsightly part of the tree/shrub
- Sucker growth from the base of trees in which an exposed trunk character is desired
- Branches that grow toward the center of the tree
- Crossed branches that may rub together
- "V" crotches, if it does not ruin the appearance of the tree
- Multiple leader if the tree normally has a single stem
- Nuisance growth that interferes with the view, traffic signage, walks or lighting (Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people)
- Shape the top of small trees as needed, and all branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in a manner acceptable to the Town.

All lawn and shrub areas damaged by pruning equipment shall be restored to the Town's satisfaction and at the Contractor's expense within 48 hours of the damage occurring.

7. CHEMICAL PEST AND DISEASE MANAGEMENT:

7.1 Application of Pesticides:

The Contractor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants and other pests and diseases by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. Failure to do so shall make the Contractor financially responsible for replacement materials. The Contractor shall be fully licensed to spray pesticides, and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. Contractor shall provide copies of current State of Florida pesticide applicator's license with proposal documents. One. (1) blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis. Contractor shall provide all labor, equipment

and pesticides necessary for each application.

Insects in Bermuda grass shall be controlled by both curative and preventive measures. Timing shall be critical on mole cricket applications, and frequencies of application shall be as needed to successfully control their infestations. Nematode samples shall be taken at least two (2) times per year and submitted to the County Cooperative Extension Service. Action shall be taken per the recommendation of the IFAS lab results to control the populations. This lab report shall be submitted to the Parks and Recreation Director or his designee for review as soon as it is received.

7.2 Application of Herbicides:

The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida. All applications shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored to the Town's satisfaction and at the Contractor's expense. Contractor shall contact the Parks and Recreation Director at least fourteen (14) days prior to application of herbicides.

7.3 General Use of Chemicals:

A copy of a current Florida Certified Pesticide Applicator License must be submitted to the Town with your RFP response. Contractor must provide material safety data sheets (MSDS) for all proposed chemicals. The Town reserves the right to limit the types of all chemicals used on Town property including sole authority for the approval or denial of specific brands and types of chemicals. Records will be kept and retained, as prescribed by law for the use of all pesticide operations including, but not limited to, dates, times, methods of applications, chemical formulations, applicators' names and weather conditions. Copies of all records will be submitted to the Parks and Recreation Director or designee upon completion of each application.

Chemicals shall be applied when air currents are still, using methods for the prevention of chemical drift onto adjacent properties and the prevention of any toxic exposure to all persons and animals.

Any and all soil, sod, and/or plants contaminated by chemical misuse will immediately be removed and replaced to the Town's satisfaction and at the Contractor's expense.

8. MULCH:

Shredded mulch shall be added to all planting beds and tree rings one (1) time per year in the fall. Mulch shall be applied to a thickness of two inches (2"). Beds will be cleared of all weeds before new mulch is applied. Mulch must not contact stems, branches and/or trunks as this may cause damage to plant materials. Mulch must be kept clear of valve boxes, water meter boxes and any other irrigation components. Mulch will be provided at the Contractor's expense.

9. IRRIGATION:

The Contractor shall be responsible for the operation and maintenance of the existing irrigation systems (Bel-Aire Park, Cutler Ridge Park, Franjo Park, Lakes By the Bay Park, Saga Lake Park), and for setting and adjusting the time clocks to ensure proper watering of all plant material, turf and landscaping.

The Contractor shall be responsible for the labor and supervision to make irrigation repairs to pumps, valves, main lines, lateral lines, risers and sprinkler heads as required to keep the system operating.

The Contractor shall have thirty (30) days from the start of the performance of this Agreement to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Town. The Contractor shall make repairs as approved by the Town within thirty (30) days of the date of the inspection report. After this initial inspection report and initial repairs are made, the Contractor shall be responsible for the integrity of the entire system, excluding pump and time clock repair or replacement, the cost of which shall be borne by the Town, or for damages caused by anything other than normal wear and tear.

Time clocks shall be checked at least once per month or as may be required. The Contractor shall, at least twice per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced at the Contractor's expense with the same equipment and by the same manufacturer within 48 hours unless otherwise approved by the Parks and Recreation Director.

The irrigation system shall be capable of providing 1½" of water to all turf and shrub beds each week or as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The Contractor shall be required to make all repairs within a minimum 48 hour time period or sooner if directed by the Parks and Recreation Director. Any form of damage to the irrigation system must be reported to the Parks and Recreation Director immediately upon discovery.

Irrigation must be performed as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor.

A written irrigation schedule shall be provided by the Contractor to the Parks and Recreation Director. The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be repaired to the satisfaction of the Town and at the expense of the contractor.

10. FACILITY MAINTENANCE

10.1 Court Maintenance (Cutler Ridge Park & Saga Bay Park):

The Contractor shall be responsible for normal maintenance of existing tennis courts. This shall include the removal of all loose materials upon each mowing cycle either by sweeping, vacuuming or blowing, and the removal of excess water from rainfall or irrigation as needed.

10.2 Baseball and Softball Fields (Franjo Park & Lakes By the Bay Park):

The Contractor shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate, batter's box, pitcher's mounds, base paths and warning tracks. The maintenance program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority. Both skinned and turf areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. The Contractor shall maintain at least ¼" of calcide or conditioner on the skinned areas at all times. The Contractor shall install home plates, pitcher's rubbers, bases and anchors that the Town shall provide. On game days, following a schedule provided by the Town or the Town's league representative, the contractor shall line the fields and install equipment as needed at least one hour prior to game time (approximately 1,000 field preparations per year). Skinned areas shall be lined with marble dust (chalk), and turf areas shall be lined with certified field marking paint. All turf areas shall be additionally maintained as further provided for herein.

10.3 Franjo Park and Lakes By the Bay Park Facilities:

The Contractor shall clean the maintenance building, clubhouse, all restroom facilities, water fountains, concession stand (exterior), dumpster enclosures and trash receptacles on a 7 day-per-week basis. The Contractor shall utilize a check-off sheet whereby employees shall sign off whenever restrooms have been inspected and cleaned. Cleaning of all areas shall include mopping the floors with a disinfectant and removing excess water so as not to puddle. All restroom fixtures, walls and partitions shall be cleaned with disinfectant. All dispensers shall be refilled as needed. Trash receptacles shall be emptied as needed, not less than once a day, and cleaned with bleach when necessary to prevent odors. Trash receptacle lids shall also be kept in a clean sanitary condition. Any graffiti shall be eradicated immediately using matching paint or graffiti remover. The Contractor shall identify and immediately report to the Parks and Recreation Director any electrical, plumbing, roofing, painting or other repair work that is needed at the facility.

10.4 Playgrounds/Tot lots (Bel-Aire Park, Cutler Ridge Park, Lakes By the Bay Park, Saga Bay Park & Whispering Pines Park):

On the same schedule as litter and debris control, all children's playgrounds will be maintained as follows:

Remove any and all litter, debris, leaves, trimmings, glass, etc., from the area. Remove any weeds and/or grasses within sand/mulch area and rake sand/mulch to uniformity, ensuring a proper depth of twelve (12) inches; special care will be taken at and around footings/landings. Any problems noted, i.e, lack of sufficient ground cover (sand/mulch) or damage to equipment, will be reported to the Parks and Recreation Director immediately.

10.5 Removal of Graffiti From Park Facilities:

Graffiti will be removed from all surfaces of park facilities and equipment including, but not

limited to courts, walls, dugouts, signs, playground equipment, etc. within 48 hours of notice from the Town. Removal will be through either painting over the graffiti with the existing paint color or by use of an approved graffiti remover. Extreme care shall be taken to ensure that no further damage is done to the affected surface through the application of a graffiti removal product.

11. AERATION AND TOPDRESSING:

Aeration and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- Core aeration a minimum of six (6) times per year
- Spiking (slicing) once per year
- Topdressing two (2) times per year in conjunction with Spring and Fall aeration schedules.

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The Contractor shall submit a proposed schedule for these services to the Parks and Recreation Director for approval. Some flexibility must be maintained to coincide with existing league schedules.

12. FERTILIZATION:

All fertilizers used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. Contractor shall have the soil tested a minimum of three (3) times yearly to determine required additives, and more often if necessary to diagnose problem areas. Copies of all soil sample results shall be provided to the Parks and Recreation Director upon receipt from the lab.

12.1 St. Augustine Grass:

St. Augustine turf shall be fertilized four (4) times per year at a rate of one (1) lb. of N per 1000 square feet. The N:P:K ratios shall vary with the time of year of the application and results of soil analysis. The approximate N:P:K ratios should be:

- One (1) application of a 5:2:1 ratio with a post-emergent weed control.
- One (1) application of a 10:1:2 ratio with insecticide
- One (1) application of a 3:1:3 ratio
- One (1) application of a 5:2:1 ratio

12.2 Bermuda Grass:

Bermuda turf shall be fertilized sixteen (16) times per year at a rate of one (1) lb of N per 1000 square feet. The N:P:K ratios shall vary with the time of year of the application and the result of the soil analysis. The approximate N:P:K ratios should be:

- Four (4) applications of a 4:1:2 ratio
- Four (4) applications of a 4:1:7 ratio

- Four (4) applications of a 2:1:1 ratio
- Four (4) applications of a 3:1:3 ratio

12.3 Shrubs & Ground Cover:

The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N:P:K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non water-soluble organic source.

12.4 Trees & Palms:

The fertilizer for all the planted trees shall meet proper horticultural standards with an N:P:K ratio of 4:1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the Parks and Recreation Director. Trees and palms shall be fertilized twice yearly, during spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree. The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. The fertilization schedule shall be provided to the Parks and Recreation Director not less than one (1) month prior to application. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved in writing by the Parks and Recreation Director.

13. TREE TRIMMING:

Trees and palms shall be pruned one (1) time per year, in late fall, or as authorized by the Parks and Recreation Director or designee. Exceptions to this schedule include immediate removal of damaged, dead or diseased limbs. **Contractor and/or sub-contractor must be I.S.A. (International Society of Arboriculture) certified to perform all tree/palm maintenance.**

National Arborist Association Standard Class II selective pruning shall be used rather than "heading back" or "hat racking." All suckers and low hanging branches shall be pruned on a monthly basis or as needed. Trees must have eight feet (8') of clear trunk at all times in keeping with State, County and Town traffic engineering requirements. Palms shall be pruned to remove inflorescence (flowering or & fruiting stalks), dead fronds and/or old "boots." At no time are tree spikes to be used in pruning operations on either trees or palms. Flowering trees are to be pruned only after their bloom cycles are complete.

NOTE: All tree and palm debris, limbs and fronds will be picked up and disposed of on the day pruning is performed as well as during each mowing cycle. The cost for the removal and disposal of debris, limbs and fronds will be included in the Contractor's Proposal cost.

14. TREE REPLACEMENT:

Removal of damaged trees and/or tree replacements shall be completed in accordance with current industry standards. New trees shall be maintained and guaranteed for a one year period. Any tree that has been replaced and dies within the guarantee period, will be replaced by the successful proposer at no cost to the Town, no later than 30 days after notification by the Town.

Please provide pricing for replacing the following trees:

- Royal Palm – 22 feet in height
- Royal Palm – 16 to 18 feet in height
- Montgomery Palm -10 to 12 feet in height
- Foxtail Palm -10 to 12 feet in height
- Live Oak – Graded “Florida Fancy” with a minimum of 6’ clear trunk
- Mahogany – Graded “Florida Fancy” with a minimum of 6’ clear trunk

15. SCHEDULING:

Contractor shall provide each month’s maintenance schedule no later than the last week of the preceding month. The Town must be notified a minimum of five (5) days in advance of any change in schedule. The Town reserves the right to adjust Contractor’s maintenance schedule.

The maintenance schedules shall denote all tasks to be performed, including annual, bi-annual, quarterly and monthly work. All work will be inspected following scheduled maintenance. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed. Contractor will be provided with inspection reports upon request.

16. HOURS OF OPERATION:

All work will be performed between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. Work performed at any other hours will require prior written approval from Parks and Recreation Director.

17. INVOICING THE TOWN:

Contractor shall submit a monthly invoice on the first of each month, itemizing all work performed the previous month. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed.

18. PERFORMANCE STANDARDS:

Delays shall not be tolerated and may result in contract cancellation.

Should services be delayed beyond the time deemed by the Town to be detrimental, it is understood and agreed that the same type of service may be provided by another vendor as stipulated herein and all costs incurred on behalf of the Town will be charged to the awarded vendor and deducted from any payment otherwise due and payable.

19. CONTRACTOR’S REPRESENTATIVE:

Proposers must submit, upon execution of contract, the contact information (name, address and phone numbers, including cell phone and pager numbers) of person(s) to be contacted for placing an order and coordination of services. Contact information for regular hours, after hours, weekends and holidays must be included.

20. REQUIRED EQUIPMENT:

Proposer must have sufficient numbers and types of trucks, tractors, trucksters, mowers, edgers, hedgers, trimmers, sprayers, attachments, etc. to handle the work load. Equipment must include at least one 50-foot (50’) bucket truck for tree trimming. An equipment list must be submitted along with your proposal. If necessary, please indicate any necessary leasing/rental equipment required to complete the work.

RFP #13-01

AGREEMENT

COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

Page 16 of 19

21. ADDITIONAL SERVICES:

21.1 Additional Work/Installations:

Turf renovations may be required if conditions warrant such a procedure and will be performed at an extra charge. Conditions which warrant renovation include areas thinned out; damaged turf resulting from natural burnout, traffic; any area which has become noticeably depressed below the average grade of the other turf; or if the area becomes unsightly. Proper watering, fertilization and pest management shall be critical during and after renovation. Any irrigation damaged because of turf renovation shall be repaired to the Town's satisfaction and at the Contractor's expense. The Contractor shall notify the Parks and Recreation Director in writing of any major turf renovations needed prior to commencement.

21.2 Materials – Percentage Above Vendor Cost:

Proposals for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

21.3 Hourly Rate:

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the proposer. This rate is assumed to be at straight time for all labor, except as otherwise noted. Hourly labor rates are specified as follows:

- A. Hourly Labor Rate I: Hourly rate for straight time repairs, i.e., from 8:00 A.M. to 5:00 P.M., Monday through Friday (rate is to include labor and travel, parts are not included).
- B. Hourly Labor Rate II: Hourly rate for overtime repairs, i.e., before 8:00 A.M. or after 5:00 P.M., or on weekends or holidays, (rate to include labor and travel, parts not included).

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

22. LOCATIONS

The following locations (Numbers. 1 through 8) require COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES. The Town reserves the right to add properties to or delete properties from this list at its sole discretion.

No.	Property Name	Address	Folio Number	# Acres
1	Bel-Aire Park	18500 SW 97 Avenue	36-6005-001-0010	5.29
2	Cutler Ridge Park	10100 SW 200 Street	36-6008-011-0460 36-6008-000-0013 36-6008-003-0010	10.88
3	Franjo Park	20175 Franjo Road	36-6009-000-0020 36-6009-002-0420	5.23
4	Lakes By the Bay Park	8551 SW 216 Street	36-6009-022-0052	49.3
5	Lincoln City Park # 2	SW 220 Street & 102 Avenue	36-6008-005-0700	1.00
6	Saga Bay Park	7900 SW 205 Street	36-6010-010-1020	5.00
7	Saga Lake Park	SW 82 Avenue & SW 198 Street	36-6010-007-0810	5.00
8	Whispering Pines Park	8800 Ridgeland Drive	36-6004-007-2860	1.36
Total Acres			83.06	
9.a.	Saga Bay Parcel # 1	SW 203 Street & SW 83 Avenue	36-6010-007-0820	.17
9.b.	Saga Bay Parcel # 2	SW 203 Street Swale (North Side)	36-6010-001-1230	.23
9.c.	Saga Bay Parcel # 3	SW 203 Street & SW 83 Avenue	36-6010-001-1240	.08
9.d.	Saga Bay Parcel # 4	SW 203 Street Swale (South Side)	36-6010-001-1250	.30
9.e.	Saga Bay Parcel # 5	SW 198 Street & SW 82 Avenue (Southwest Side)	36-6003-012-0760	.08
9.f.	Saga Bay Parcel # 6	SW 198 Street & SW 82 Avenue (Northwest Side)	36-6003-012-0770	.16

Locations 9.a through 9.f are currently maintained by the Saga Bay Homeowners Association, and should not be included in the pricing provided under this RFP. The Town reserves the right to add these locations at a future date at an amount to be mutually determined by the Town and Contractor.

RESOLUTION NO. 13-25

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SELECTING VALLEYCREST LANDSCAPE MAINTENANCE, INC. FOR THE COMPREHENSIVE LANDSCAPE/GROUNDS MAINTENANCE OF THE TOWN'S PARKS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT RELATING TO THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 21, 2013, the Town of Cutler Bay (the "Town") issued a Request for Proposal # 13-01 for the Comprehensive Landscape/Grounds Maintenance of the Town's parks (the "RFP"); and

WHEREAS, on March 7, 2013, the Town received two (2) fully-responsive proposals from local landscape maintenance firms; and

WHEREAS, in accordance with the stipulations of the RFP, an evaluation committee reviewed the proposals and ranked them based upon the information provided in the submittals; and

WHEREAS, the evaluation committee members ranked the proposals in the following order from highest to lowest – ValleyCrest Landscape Maintenance, Inc. and Sanchez-Arango Construction - and recommended negotiation with ValleyCrest Landscape Maintenance, Inc. as the highest ranked firm, attached hereto as Exhibit "A"; and

WHEREAS, the Town Council desires to authorize the Town Manager to negotiate and execute an agreement between the Town and ValleyCrest Landscape Maintenance, Inc. for the Comprehensive Landscape/Grounds Maintenance of the Town's parks; and

WHEREAS, the Town Council finds that the adoption of this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

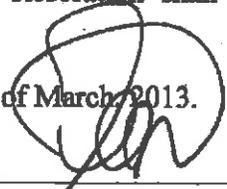
Section 2. Selection. The Town Council hereby selects ValleyCrest Landscape Maintenance, Inc. for the Comprehensive Landscape/Grounds Maintenance of the Town's parks.

Section 3. Authorization. The Town Manager is hereby authorized to negotiate and execute an agreement with ValleyCrest Landscape Maintenance, Inc. consistent with their

proposal within the RFP. If an agreement cannot be reached, the Town Manager is authorized to negotiate and execute and agreement with the next highest ranked firm(s), in order of ranking, until an agreement in the best interest of the Town is reached.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 20th day of March, 2013.


EDWARD P. MACDOUGALL
Mayor

ATTEST:


DEBRA E. EASTMAN, MMC
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:

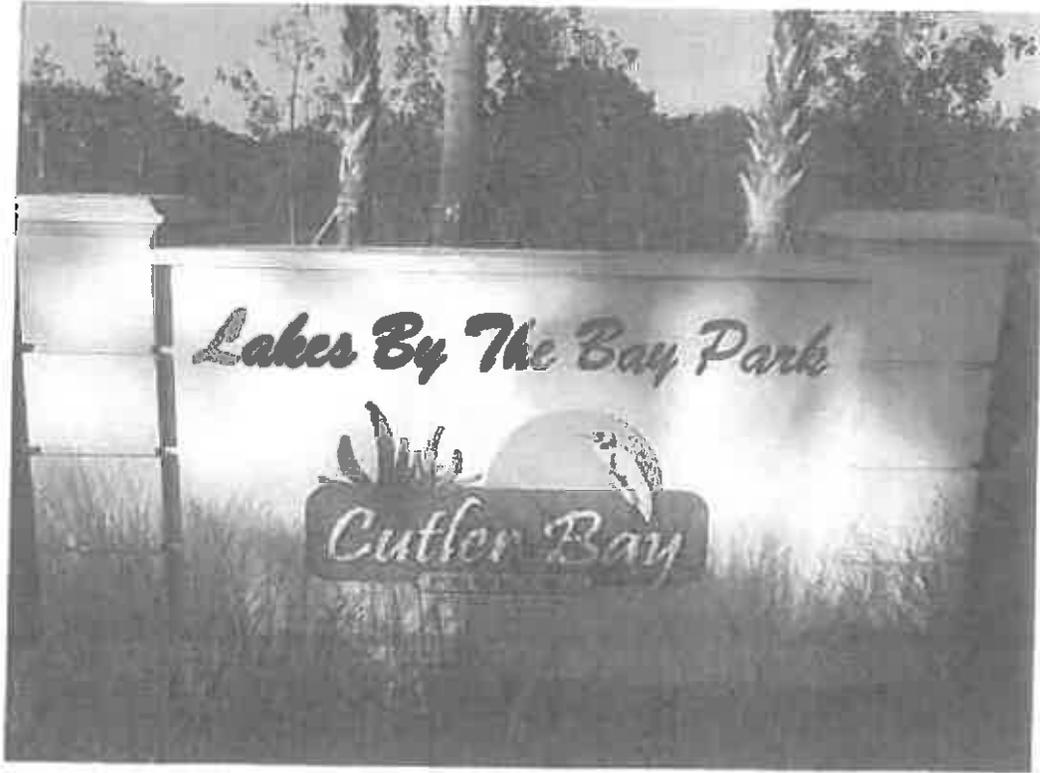

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

Moved By: Council Member Bell
Seconded By: Vice Mayor Sochin

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	Yes
Vice Mayor Ernest Sochin	Yes
Councilmember Peggy R. Bell	Yes
Council Member Sue Ellen Loyzelle	Yes
Council Member Mary Ann Mixon	Yes

EXHIBIT "A"



PROPOSAL FOR LANDSCAPE MAINTENANCE THE TOWN OF CUTLER BAY

March 5, 2013

**Presented to:
Town Manager
The Town of Cutler Bay**



ValleyCrest
Landscape Maintenance



March 1, 2013

Town of Cutler Bay
Attn: Town Manager
10720 Caribbean Boulevard # 105
Cutler Bay, FL 33189

8191 NW 84th Street
Medley, FL 33166
305-863-0025 office
305-863-0235 fax

www.valleycrest.com

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RE: Town of Cutler Bay Landscape Maintenance Proposal

Dear Ms. Eastman:

ValleyCrest is pleased to submit a professional and comprehensive landscape proposal for the Town of Cutler Bay. As your current landscape maintenance provider and provider for the last 6 years, we understand your needs and expectations better than anyone. We have come to work together cohesively through building important relationships and excellent communication. We sincerely hope that we have exceeded your expectations and hope to continue to exceed your expectations in the future.

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 continue to partner with ValleyCrest, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

The following proposal was developed based on your feedback and specifications and will demonstrate how our experienced and skilled team will achieve your landscape goals and keep the Town of Cutler Bay looking its best. Throughout our service commitment, you will see a seamless transition as we continue to care for the Town of Cutler Bay.

As your landscape maintenance service provider, ValleyCrest is expecting to participate in Town Meetings as requested with the Town Manager and or its designees. We will make ourselves available in person within 24 hours in order to relate, discuss and or remedy any issues that may arise and always communicate effectively with designated Town personnel with our understanding that the needs, scope and nature may change as well from time to time. As we have in the past we will continue to provide professional and engaged service to the Town of Cutler bay.

SEC. 1.4.4
ACKNOWLEDGE

Sincerely,

Julie Dana
Business Developer


 ValleyCrest
 Landscaping & Maintenance

ValleyCrest Pembroke Team

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► KEY BRANCH BIOGRAPHIES

David Rivera, Branch Manager

David Rivera has over 23 years of experience in the green industry in the South Florida area. He started as a gardener working for a small company in the Miami area, then started his own landscape maintenance business which he sold two years later and started a career with ValleyCrest in Broward county. He helped develop the landscape maintenance business for ValleyCrest in the Miami-Dade County.

With his ability and commitment to customer service he grew the business from \$20,000 to over 7 million dollars. During this time he has achieved national recognition for his safety records and customer satisfaction. He currently runs the Pembroke and Miami Beach Branches for the company. He has been with ValleyCrest for over 13 years.



David Rivera obtained his BS in Biology from the University of Puerto Rico and Horticultural Certification from the University of Florida. He is also a member of the certified pest control operators of Florida (CPCO) and licensed by the State of Florida.

Edward Goodall, Sr. Operations Manager Landscape Maintenance

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Edward has been in the "Green Industry" for 25 years. He started a small landscape maintenance company in 1986. In 1992, Edward joined ValleyCrest Landscape Maintenance. He started as a Crew Leader and in the 13 years he has been with VCLM he has advanced through the company's management training program as a Production Specialist, Account Manager, and Operations Manager

Edward has continued his education within ValleyCrest and outside colleges. He has been awarded certificates in Customer Satisfaction, Safety, and Account Manager Boot Camp. He has also obtained Certifications from EII University and Florida Certified Nursery Professionals.



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Joe Ferro, Account Manager, Landscape Maintenance

Joe Ferro has been with ValleyCrest and involved with the green industry for over seven years. In addition to his experience in Landscape Maintenance, Joe also has been involved in fleet management, government procurement, manufacturing, landscape and construction. Joe has moved up through the ranks of ValleyCrest as a testament to his attention to detail, customer satisfaction record and job quality record. Joe has excelled in several managerial positions before becoming Account Manager. Joe has an MBA from Texas A & M and was Born and raised in Miami.

Patrick Cox, Irrigation Manager, Landscape Maintenance

Patrick has over 9 years of experience in the irrigation industry. Patrick began his career as an irrigation assistant doing large scale installation for Jaffer Association. He quickly gained the knowledge to professionally install commercial irrigation systems. After gaining the trust of his peers and management, he began running his own irrigation crew after three months with Jaffer Association. Noticing the hard work and attention to detail, Patrick was promoted to manager where he was responsible for all residential installations and assisting the Irrigation President. Patrick began his career at ValleyCrest Companies in 2006. His leadership of the Irrigation Department will help ValleyCrest continue to be the premier irrigation maintenance contractor.

**Dr. Barry Troutman – Vice President, Technical Services**

Dr. Barry Troutman, Ph.D., is the Technical Services Director for ValleyCrest Companies for the East Coast. Based in Orlando, Dr. Troutman shares technical services responsibility with his west coast colleague Dr. John T. Law, who oversees similar duties from his office in San Jose. The technical services team is one of our company's greatest assets. Committed to fostering knowledge and support, Dr. Troutman and Dr. Law are available to consult with any ValleyCrest client interested in building technical awareness with its employees and customers.

Dr. Troutman serves on the Editorial Advisory Board for Landscape Management magazine. As one of the industry's leading trade publications, Landscape Management's technical and operations focus makes it one of the media's finest resources for turf trends, news, and information. Dr. Troutman is also a director of the Georgia Turf grass Association.

Prior to joining ValleyCrest, Dr. Troutman served as Training Director for PLCAA (Professional Lawn Care Association of America). He was also Research Weed Scientist and Technical Director for ChemLawn, a research scientist and adjunct professor of Turf Grass Science, and past president of the Georgia Turf Grass Association. In addition to receiving his doctorate in Weed Science from the University of Arkansas, his academic credentials include a MS in Turf Grass Management from the University of Rhode Island and BS in Botany from Ohio State University.

2012 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# K51636

**FILED
Mar 30, 2012
Secretary of State**

1

Entity Name: VALLEYCREST LANDSCAPE MAINTENANCE, INC.

Current Principal Place of Business:

New Principal Place of Business:

24151 VENTURA BLVD
CALABASAS, CA 91302 US

Current Mailing Address:

New Mailing Address:

24151 VENTURA BLVD
CALABASAS, CA 91302 US

FBI Number: 95-4104223 FBI Number Applied For () FBI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

THE PRENTICE-HALL CORPORATION SYSTEM INC.
1201 HAYS STREET
SUITE 105
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: PRES
Name: ZINO, ROGER
Address: 24151 VENTURA BLVD
City-St-Zip: CALABASAS, CA

Title: D
Name: SPERBER, RICHARD A
Address: 24151 VENTURA BLVD
City-St-Zip: CALABASAS, CA 91302

Title: V
Name: KLEIN, KAREN M
Address: 24151 VENTURA BLVD.
City-St-Zip: CALABASAS, CA 91302

Title: V
Name: TUNGATE, GARY
Address: 24151 VENTURA BLVD.
City-St-Zip: CALABASAS, CA

Title: ST
Name: GARRUTO, ANTHONY
Address: 24151 VENTURA BLVD.
City-St-Zip: CALABASAS, CA

3

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 807, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANTHONY GARRUTO

ST

03/30/2012

Electronic Signature of Signing Officer or Director

Date

2 # 6

CREDIT REFERENCES

Firm Name:	ValleyCrest Landscape Maintenance, Inc.
Address:	24151 Ventura Boulevard Calabasas, CA 91302
Phone:	(818) 223-8500
Date Incorporated:	April 30, 1970
Principal:	Roger Zino, President 24121 Ventura Boulevard Calabasas, CA 91302
Type of Business:	Landscape Maintenance
Date Started:	(Parent company started in 1949)
Own/Rent Building:	Own
Bank:	Bank of America 800 5th Avenue Seattle, WA 98104-3185 Fax # (206) 585-5454 Name on Account - ValleyCrest Companies
General Account #:	14591-26396
Dim & Bradstreet #:	06-625-4509
Trade References:	Velotta Uniform Sales 820 E. 70 th St. Cleveland, OH 44103 (216) 621-4900 Hilton Garden Inn 24150 Park Sorrento Calabasas, CA 91302 (818) 591-2300 Columbia Business Forms 1493 N. Montabello Blvd. Suite 202 Montabello, CA 90640 (323) 721-7942

6

**ValleyCrest Landscape Maintenance
Statement of Operations
FYE'12**

	<u>12 - months FYE 2012</u>
Revenue	\$ 527,368,708
Cost of Revenues	404,662,664
Gross Profit	<u>122,706,044</u>
Selling, General and Administrative Expenses	85,862,965
Operating Profit	<u>36,843,079</u>
Net Income before Taxes	<u>\$ 36,843,079</u>

CONFIDENTIAL

6

REFERENCES / EXAMPLES OF WORK

Project Name: Right of ways, Medians, Facilities & Parks landscape Maintenance
Owner: City of Miramar
Phone #: Tom Good / 854 802 6876
Contract Amount: \$250,000 (+)

Project Name: Landscape Maintenance of Boardwalks, Medians, Bumpouts & Parks
Owner: City of Miami Beach
Phone #: Millie McFadden / 305 673 6960
Contract Amount: \$200,000 (+)

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas & Parks
Owner: Ocean Reef Community Association
GC Name & Phone #: Vance Chason / 305 387 3067
Contract Amount: \$1,000,000 (+)

Project Name: Landscape Maintenance of medians, right of ways, swales, parks
Owner: City of Homestead
Name: Dennis Maytan / 305 224 4842
Contract Amount: \$400,000(+)

2

VALLEYCREST - AT A GLANCE

1949
Year founded




11,000

Best trained and tenured people in the industry



Services

- ✓ Landscape Design
- ✓ Landscape Construction
- ✓ Landscape Maintenance
- ✓ Tree Care
- ✓ Enhancements
- ✓ Water Management



7,000

Properties maintained nationwide

8,000
Pieces of equipment operated daily



88%

Customer retention rate in maintenance operations nationally



150+

Locations nationwide



25,000

Hours of classroom training in 2011

87%

Satisfied or Highly Satisfied customers in maintenance operations



162

Managers with average tenure of 12 years



2

State of California

SECRETARY OF STATE

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

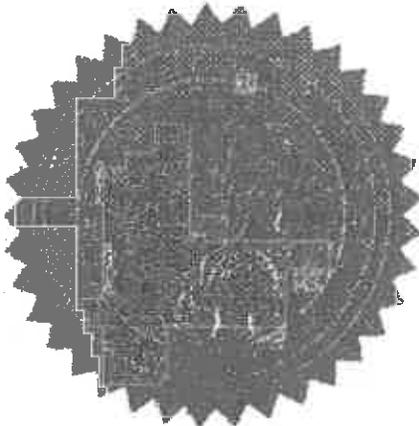
That on the 30th day of April, 1970, VALLEYCREST LANDSCAPE MAINTENANCE, INC. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

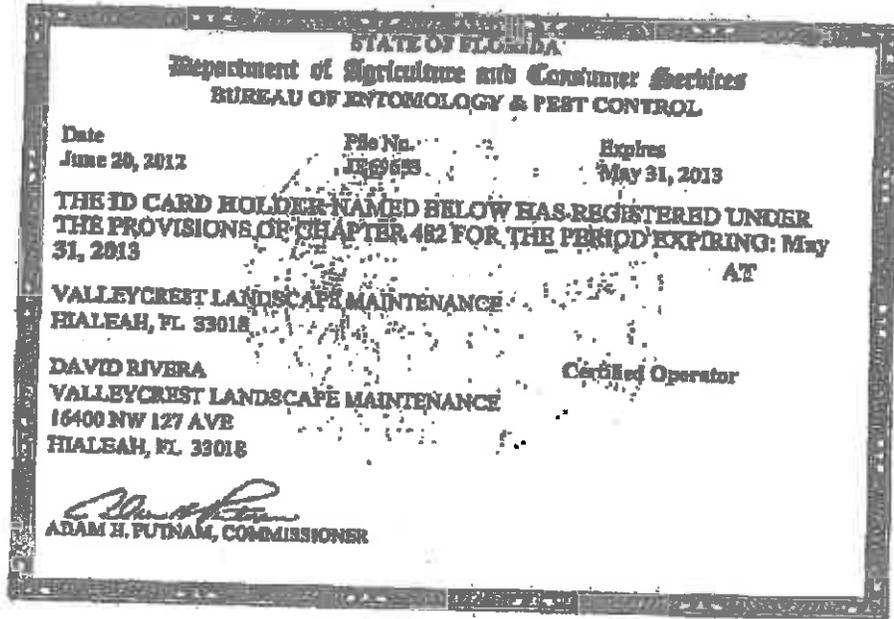
That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 19, 2005.



Kevin Shelley
KEVIN SHELLEY
Secretary of State

66



This is to certify that:

Corine Ferre
Certification # D33 0050

Is a duly qualified
FNGLA Certified Landscape Designer
Expires: 3/31/2013



99563

PROFESSIONAL MEMBER

Corine M. Ferre

Membership Card Expires: 12/31/2010

This is to certify that:

Corine Ferre
Certification # H33 5560

Is a duly qualified
FNGLA Certified Horticulture Professional
Expires: 3/31/2013



**International
Society
of Arboriculture**

CERTIFIED ARBORIST

Corine M. Ferre

Certificate Number: FL-0260A
Expiration Date: Dec 31, 2012



Member

Corine M. Ferre

99563
2010

*Society of
Municipal Arborists*

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM16509

FERRE, CORINE MARIE *Corine*
1966 SE 23RD TER 3
HOMESTEAD, FL 33435

Issued: December 14, 2011 Expires: December 31, 2015

Signature of Licensee: *[Signature]*
ADAM F. PUTNAM, COMMISSIONER

The above is valid in Florida under the provisions of Chapter 402, F.S. to practice and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM16509

FERRE, CORINE MARIE *Corine*
1966 SE 23RD TER 3
HOMESTEAD, FL 33435

Issued: January 4, 2009 Expires: December 31, 2011

Signature of Licensee: *[Signature]*
CHARLES H. BRONSON, COMMISSIONER

The above is valid in Florida under the provisions of Chapter 402, F.S. to practice and apply restricted use pesticides.

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Corine Ferre

GV10728-1 GV10728
Certificate # License ID #
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



Corine Ferre
has completed a Safety Training Course in:
INTERMEDIATE WORK ZONE TRAFFIC CONTROL
[FOOT PROVIDER #045]

02/28/2011
Expiration

Messier Gilchrist
Instructor



GV10728-1
Certificate #

GV10728
Trainee ID #

**Certificate of Training
Best Management Practices
Florida Green Industries**

The undersigned hereby acknowledges that

Corine Ferre

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey
Instructor

H. Mayer
Instructor

Heather Pitkin
DIRP Program Administrator

7/13/2010
Date of Class

Not valid without seal

STATE OF FLORIDA
 Department of Highway and Consumer Services
 Bureau of Motor Vehicle Registration

DAVID AYVA
 VALLEYCREST LANDSCAPE MAINTENANCE INC
 ID CARD HOLDER

ISSUES
 Operator-Operator

HAS PAID THE REGISTRATION TAX FOR THE PERIOD
 ENDING MAY 31, 2012.

Commissioner *[Signature]*
 ATTACH PHOTO ON REVERSE

DADE COUNTY
 TAX COLLECTOR
 1400 W. FLAGLER ST.
 3RD FLOOR
 MIAMI, FL 33139

LOCAL BUSINESS TAX RECEIPT 2012
 MIAMI-DADE COUNTY - STATE OF FLORIDA
 EXPIRES SEP. 30, 2012
 MUST BE DISPLAYED AT PLACE OF BUSINESS
 PURSUANT TO COUNTY COM. ORDER 04-1070, 2010

POST-OFFICE
 U.S. POSTAGE
 PAID
 MIAMI, FL
 PERMIT NO. 50

466802-1 THIS IS NOT A BILL - DO NOT PAY RENEWAL
 BUSINESS AND PROFESSIONAL SERVICE MAINTENANCE RECEIPT NO. 466443-0
 16480 NW 127 AVE
 33018 MIAMI DADE COUNTY

OWNER/VALLEYCREST LANDSCAPE MAINT INC
 EMPLOYEE/S
 55
 2170 SPENNER BUSINESS

THIS IS ONLY A RECEIPT FOR THE REGISTRATION TAX. IT DOES NOT PROVE THAT THE TAX HAS BEEN PAID. THE TAX COLLECTOR WILL SEND YOU A SEPARATE RECEIPT FOR THE TAX. IF YOU DO NOT RECEIVE A SEPARATE RECEIPT, YOU SHOULD CONTACT THE TAX COLLECTOR AT (305) 375-2200.

DO NOT FORWARD

VALLEYCREST LANDSCAPE MAINTENANCE
 BURTON S SPENNER
 16480 NW 127 AVE
 MIAMI FL 33018

PAID BY DEBIT CARD
 09/26/2012
 60148060113
 000412.50

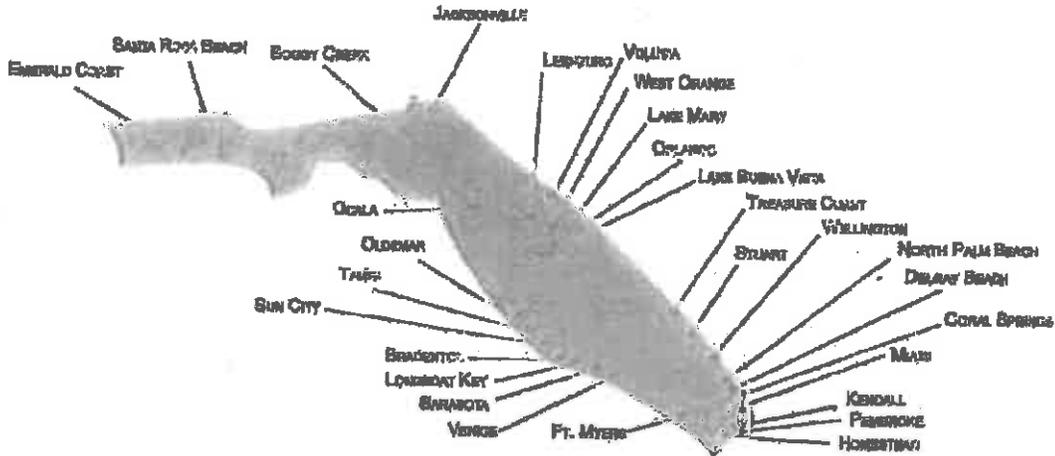
SEE OTHER SIDE

2851

1

1. COMPANY INFORMATION

ValleyCrest Landscape Maintenance, Inc



www.valleycrest.com

ValleyCrest Corporation, which ranks on Forbes' list of America's 500 Largest Private Companies, is commissioned by architects, developers, commercial real estate owners, public agencies, property managers and luxury home builders to help create, build or maintain some of the world's extraordinary natural environments. ValleyCrest operates eight business units that deliver a full array of landscape services to a wide variety of commercial and residential customers across the globe. ValleyCrest Landscape Companies include: ValleyCrest Landscape Development, ValleyCrest Landscape Maintenance, ValleyCrest Design Group, ValleyCrest Middle East, ValleyCrest Golf Course Maintenance, Valley Crest Tree Company, ValleyCrest Residential and U.S. Lawns.

ValleyCrest is the nation's largest integrated landscape services company with annual revenue of \$1 billion, more than 12,000 employees during peak season, and operations in over 110 locations nationwide. Founded in 1949 by Burton S. Sperber, ValleyCrest began as a small retail nursery and grew steadily in the post World War II building boom in Los Angeles. ValleyCrest first began offering landscape

Equipment List

Route Trucks

- (26) Ford F150 ½ Ton Pick Ups
- (30) Ford F250 ¾ Ton Pick Ups
- (5) Ford F350 Trucks
- (6) Ford F550 – F850 Trucks

Spray Trucks

- (1) Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers -300 gallons, 600 gallons
- (4) 50 gallon Lesco Sprayer Skid Mount

Irrigation Truck

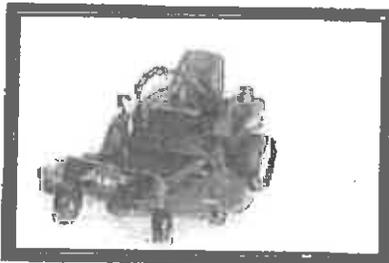
- (3) Ford F250 SC XL
- (1) Ford Van

Dump Body Trucks

- (3) Ford F450 Trucks

Trailers

- (32) Custom Built Equipment Trailer
- (1) Weld Rite 16' Batwing Trailer
- (1) 10' Flatbed
- (1) Rayside 16'x6'
- (1) Weld Rite 16'x6'
- (7) 20' Enclosed Trailer



Mower Equipment

- (12) 36" Walk behind mowers
- (15) 36" Ride on mower
- (46) 52" - 72 in Rider Mowers



Field Equipment (600 units)

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



Large Equipment

- (4) Polecat Aerial Lift
- (5) Bucket Truck
- (2) Kubota R520 Loaders
- (5) Bandit 1590 Brush Chipper
- (1) Vermeer SC352 Stump Cutter
- (3) Skid Steer Loaders

Utility Vehicle

- (8) John Deere Gators

5

2. QUALIFICATIONS

Why ValleyCrest is the best qualified firm:

We have properly trained, certified, licensed landscape professionals in every field of landscape services; who come to work everyday and have a passion for what they do! 60(+) years of experience and resources are limitless

YOUR COMPLETE SATISFACTION IS OUR #1 GOAL

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unmatched responsiveness. To meet this goal, we continually collect feedback through a comprehensive customer satisfaction program. We use the valuable insight gained through our survey program to determine system improvements and guide the content of our employee training program.

Every customer we partner with has the opportunity to formally evaluate our work product, service and relationship at least once a year. Your feedback is important to us. We pay attention to the survey results and follow-up with a summary of each one to learn how we can improve.

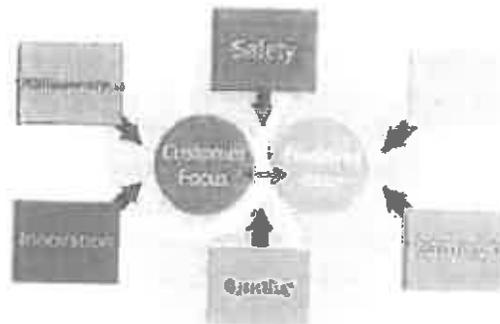
A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and well being of our customers, 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.

TRAINING YOUR TEAM TO EXCEED YOUR EXPECTATIONS

We understand that well trained and insured team members provide outstanding quality and customer service. To that result, we offer a training program that ranks amongst the top 125 companies in the country as recognized in *Training Magazine* (February 2011). Our Gardener training program is designed around ValleyCrest's core values as depicted below. Every Gardener on your 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.

Gardeners are offered training to progress along a career track within ValleyCrest. We have found that our career progression opportunities and training motivates our team members to perform at their peak and remain committed to our company and our customers.



A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and well being of our customers, 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
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- ValleyCrest logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- Required use of cones to demark safety zone

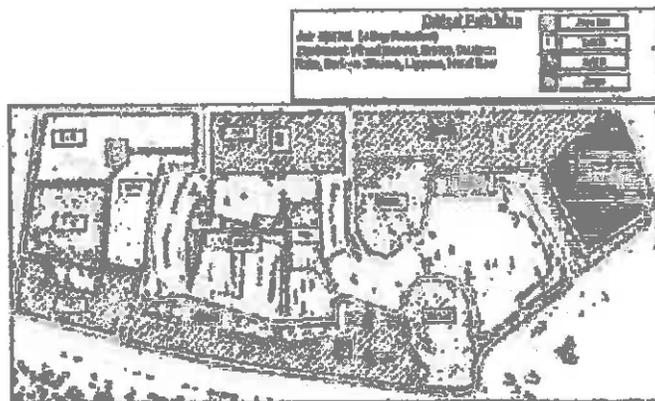
CREW SAFETY

- 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

CONSISTENCY IN QUALITY EFFICIENTLY DELIVERED

Our goal is to consistently offer the best value in the marketplace by providing unmatched service, a customized approach focused on your specific priorities and a well maintained landscape you and the community are proud of – all while meeting your predetermined budget parameters. Doing this requires operational excellence. The operational practices that allow us to consistently meet our customers' expectations include:

- **The Industry's top talent** – When selecting teams for each property, we match the specific landscape needs with our most appropriately experienced talent. At ValleyCrest, we have a deep pool of talent. We recruit from the top horticultural and landscape schools in the country and have an all encompassing training program that ensures our crews perform at their peak year round.
- **State-of-the-art equipment** – Our crews operate high quality and well maintained equipment and are trained to use the most effective tool for each task on your property. The result – a better end product achieved with greater efficiency and fewer injuries.
- **Horticultural excellence** – Plant material looks and performs its best when maintained properly. Our horticultural experts understand the science of landscape maintenance and will ensure the plant material on your property receives the proper care for each season and as unexpected circumstances arise.
- **Innovation** – Lead or follow; we choose to lead. ValleyCrest seeks out and tests the latest technology so we can help our customers reduce operating costs, benefit from greater efficiencies and have all around healthier and higher performing plant material.
- **Systematic operations** – We deploy ValleyCrest's Production System (VPS) to ensure our crews focus on your priorities and important details are not overlooked. In our process, we design the most effective path of motion for the work to be performed, specify the equipment to be used and supply our crew with detailed site plans that show their daily, weekly and monthly activities.
- **Continuous improvement** – We routinely evaluate for safety, quality and effectiveness in a persistent effort to be better today than we were yesterday.



Macro view of work is converted into daily work schedules complete with micro level path of motion maps.



Department of Parks & Recreation

**Alan Ricks
Director**

November 30, 2007

To Whom It May Concern:

Please accept this letter of recommendation for ValleyCrest Landscape Maintenance for all of your landscape maintenance needs. ValleyCrest has been providing these services for the Town of Cutler Bay since April of this year following our Request For Proposals (RFP) process.

We have found ValleyCrest to be very responsive and responsible in addressing our requirements. From what we have seen, the company has all of the resources necessary to handle any landscape maintenance issue including irrigation repair, turf replacement, aeration, top-dressing and fertilization. Not only does ValleyCrest provide all of the lawn and turfgrass maintenance for the Town's seven parks, but they also provide the daily preparation of baseball and softball fields (including dragging the clay infields, watering and lining) as well as janitorial services.

If you have any questions concerning ValleyCrest Landscape Maintenance or their work with the Town of Cutler Bay, please do not hesitate to contact me. I can be reached at the address or phone numbers listed below or by e-mail at aricks@cutlerbay-fl.gov.

Sincerely,

**Alan Ricks
Parks and Recreation Director**

10100 SW 200 Street
Cutler Bay, FL 33189
(305) 233-4266 Office
(305) 233-2457 Fax
www.cutlerbay-fl.gov



Town Of Miami Lakes

15700 NW 67 Avenue, Suite 302 • Miami Lakes, Florida 33014
(305) 364-6100/Fax (305) 558-8511
www.townofmiamilakes.com

TOWN MANAGER
Alex Ray

March 5, 2007

To whom it may concern:

ValleyCrest Landscape Maintenance, Inc. is the landscape maintenance services provider for Miami Lakes Park in the Town of Miami Lakes. They have served the Town for over four years. During this period, Miami Lakes Park has shown great improvement in its overall appearance and turf quality. Also, staff turnover has been low resulting in an established, quality relationship with Town staff and park patrons.

I would highly recommend ValleyCrest Landscape Maintenance, Inc. for landscape maintenance services in any community. If you have any questions concerning ValleyCrest Landscape Maintenance, Inc., please do not hesitate to contact me. I can be reached by phone at (305) 364-6100 x 130 or by email at hopkinsd@townofmiamilakes.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Hopkins".

Daniel Hopkins
Director of Parks and Recreation



THE RITZ-CARLTON®
KEY BISCAIYNE

Sept. 4, 2009

Attn: David Rivera
ValleyCrest Landscape Companies
16400 NW 127th Avenue
Miami, Florida 33018

Subject: Hurricane Response

To Whom It May Concern:

I, Richard H. Payns, Director of Engineering; have worked with ValleyCrest Landscape Companies for a few years. Throughout this tenure, The Ritz Carlton Key Biscayne has received an outstanding service. Moreover, during the hurricanes we have encountered, ValleyCrest has assigned an on property account manager to stay throughout the storm for immediate response. This staff person, begins the clean up and assess damages, devises the most effective strategy for cleanup, and reports his findings back to the hotel within hours. Following, the crew will come in with the required trucks and equipment to restore the property's landscaping.

Partners such as Valleycrest Landscape are a valuable asset in upholding the Ritz Carlton Key Biscayne's iconic standards. If I may offer any further information, feel free to contact me.

Regards,

Richard H. Payns

The Ritz Carlton, Key Biscayne
Director of Engineering
455 Grand Bay Drive
Key Biscayne, FL 33149
PH (305-365-4160 (786) 239-6411
FX (305) 365-4511

jm

455 GRAND BAY DRIVE, KEY BISCAIYNE, Florida 33149



Graham Property Management Company

November 17, 2009

To Whom It May Concern:

In 1999, we contracted ValleyCrest Companies, Inc to service five of our eight apartment communities in Miami Lakes. In 2005 we awarded them the remaining three as a result of their excellent commitment to service. I have had four account managers throughout the years and each one is as efficient as the next. The managers at ValleyCrest have tremendous follow up skills, take great pride in their work and ensure their staff is well trained and responsive to our needs. It is truly a pleasure to work with such a dedicated group of professionals.

The Graham Companies apartment portfolio under the care of ValleyCrest ranges from 3 Acres to 13 Acres or a total of 1,481 apartment units.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Saillant".

Alex Saillant
Director of Residential Construction
And Property Maintenance
The Graham Companies, Inc.

3.24 PROPOSAL FORM

TOWN OF CUTLER BAY PROPOSAL FORM		
Deliver proposal to: TOWN OF CUTLER BAY Town Clerk 10720 Caribbean Blvd., Suite 105 Cutler Bay, FL 33189		
Landscape Maintenance RFP #13-01		
To be opened March 7, 2013 at 2:00 p.m. at the above address.		
VENDOR NAME: Valley Crest Landscape Maintenance Inc.		PHONE NUMBER: (305) 863-0025
VENDOR MAILING ADDRESS: 8191 NW 84 st.		FAX NUMBER: (305) 863-0225
CITY, STATE AND ZIP CODE: Medley, Fl. 33166		TOLL FREE NUMBER: (800)
PROPOSAL CONTACT PERSON (PLEASE PRINT CLEARLY): Dennis Smith		F.E.I.D. NUMBER:
Certified or Cashier's Check is when required, in the amount of: \$20,225.00		EMAIL ADDRESS: DWSmith@Valleycrest.com
Minimum Required Work		
	Section Ref.	Total Annual Cost
1. Complete Parks and Properties Maintenance:	3.1 to 3.11.5	\$361,175.00
2. Aeration and Top-dressing of Athletic Fields:	3.12	\$ 11,525.90
3. Fertilization:	3.13	\$ 19,300.00
4. Tree Trimming:	3.14	\$ 12,500.00
Overall Annual Cost:		\$ 404,500.00
Additional Labor:		
Hourly Rate I (straight time):	3.22.3	\$ 25.00
Hourly Rate II (nights, weekends, holidays):	3.22.3	\$ 32.00
Parts, Supplies, Materials (Additional Services):		
Percentage Above Vendor's Cost for Parts, Supplies & Materials:	3.22.2	20 %
Printed Name & Title of Authorized Representative: Dennis Smith Branch Manager		
Signature of Authorized Representative: 		Date: 2-28-13

CERTIFICATE OF RESOLUTION

I, **ANTHONY GARRUTO**, Secretary of **VALLEYCREST LANDSCAPE MAINTENANCE, INC.**, a Florida corporation, do hereby certify that on January 17, 2013, the following resolutions were adopted by unanimous consent of the Directors of **VALLEYCREST LANDSCAPE MAINTENANCE, INC.**, pursuant to the authority of §607.0821 of the Florida General Corporation Act:

Authorization to Execute Documents

RESOLVED, that the Board of Directors have authorized and they do hereby authorize Jim Abbott, John J. Amarosa, Hollie S. Anderson, John Anderson, John Balzarini, Rohit Bassi, Victor Bernardini, Larry Blackburn, Charles Bland, John Borland, James Boynton, Steve Brackin, Andrew Brennan, Brandon Bryson, Cliff Cameron, John Cornelius, Mark Cruzan, Andrew Davidson, Brent Davis, Chris Dennison, Michael Dozier, Mary Edwards, Anthony Garruto, Rick Gecosky, Charles L. Gonzalez, Jon Gregorius, Rob Gresham, David L. Hanson, Greg Harbison, Jay W. Jernigan, Daryl Johnson, James Jordan, Josh Kennedy, Karen Kennedy, Ray Keenan, Karen M. Klein, Mark Lantaigne, Rob Maier, Andrew J. Mandell, Tim McColgan, Scott Miller, Kyle Osborn, David Rivera, Shawn Rommerdahl, John L. Rose, Eric Rothell, Dennis Smith, Richard A. Sperber, Daniel Stagg, Janet Rodriguez Suarez, John Tuell, Gary L. Tungate, Keith Wilson, Bud Worland, Jose A. Zepeda, Roger Zino, or any of them to execute and deliver in the name of and for and on behalf of this Corporation, any and all bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Corporation is hereby authorized and directed to execute a Certificate of the Secretary certifying to the passage of these resolutions;

FURTHER RESOLVED, that any and all firms, persons, corporations and other entities, including, without limiting effect, public entities, shall be entitled to rely on the authority of any one of the foregoing persons to bind this corporation by the execution and the delivery of any such bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;

FURTHER RESOLVED, that the authority herein contained, shall remain in effect until the persons, firm, corporation or other entity relying upon the authority herein contained receive written notice to the contrary and that all previous authorizations heretofore given with respect to the matters herein contained are revoked; provided, however, that this revocation shall not affect the validity of any instrument hereinabove referred to that was executed by any person or persons who at the time of such execution was duly authorized to act.

DATED: January 29, 2013



ANTHONY GARRUTO
Secretary

SECTION 4
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP # 13-01
PROPOSAL CONFIRMATION

In accordance with the requirements to provide Comprehensive Parks Landscape/Grounds Maintenance Service, RFP #13-01, the undersigned submits the attached proposal.

The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional year (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; contractor or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Comprehensive Parks Landscape/Grounds Maintenance Service, RFP #13-01 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

Proposer's Name: Dennis W. Smith Signature: [Signature] Date: 3/5/13

State of: Florida

County of: Broward

The foregoing instrument was acknowledged before me this 5 day of March, 2013, by Dennis

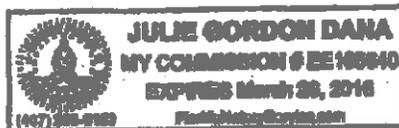
Smith who is (who are) personally known to me or who has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary Public Signature: [Signature]

Notary Name, Printed, Typed or Stamped

Commission Number:

My Commission Expires:



END OF SECTION

**SECTION 5
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP # 13-01
NON-COLLUSIVE AFFIDAVIT**

State of Florida }
County of Broward } SS:

Dennis Smith being first duly sworn deposes and says that:

- a) He/she is the Representative, (Owner, Partner, Officer, Representative or Agent) of Unycoast, the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, contractor, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Witness

By: [Signature]

Dennis W. Smith
(Printed Name)

Operations Manager
(Title)

**SECTION 6
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP # 13-01
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of Florida)

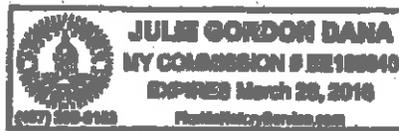
) SS:

County of Broward

BEFORE ME, the undersigned authority personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Dennis Smith executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 5 day of March, 2013.

My Commission Expires:



Notary Public State of Florida at Large

END OF SECTION

SECTION 7
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP # 13-01
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
Valverde does:
(Name of Business)

- 1) Publish 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) Inform 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) Give 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), notify 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 of guilty or nolo contendere to, any violation of chapter 893 or of 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) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this contractor complies fully with the above requirements.

Alvin W. Smith
Proposer's Signature

3/15/13
Date

Alvin W. Smith
Print Name

END OF SECTION

SECTION 8
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES (CONTINUED)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Cutler Bay:

by Dennis W. Smith - Operations Manager
[Print individual's name and title]

for Valley Coast
[Print name of entity submitting sworn statement]

whose business address is

8191 N.W. 54th Street
Mabley, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 95-4194223

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. 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.
- 4. 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

**TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01**

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

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 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 36 months shall be considered an affiliate.

- 5. 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services 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 an entity.
- 6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

This 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to 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 or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a 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]

[SPACE LEFT INTENTIONALLY BLANK]

TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 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 287.617, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dennis W Smith
Proposer's Name

[Signature]
Proposer's Signature

Sworn to and subscribed before me this 5 day of March, 2013.

Personally known Dennis Smith

OR produced identification Notary Public State of Florida at Large

Florida Drivers License My commission expires 3/24/14
(Type of identification)



[Signature]
(Printed, typed or stamped commissioned name notary public)

END OF SECTION

**SECTION 10
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, ValleyCrest Landscape Maintenance, Inc.
as Principal and Contractor, and Liberty Mutual Insurance Company

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five (5) percent (%) of the proposed annual base bid amount of:

Five Percent of the Amount Bid

(Written Dollar Amount)

dollars (\$ 5% of the Amount Bid) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE

**TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to one hundred percent of the annual base bid amount, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ SEE ATTACHED ACKNOWLEDGMENT
 as Principal herein, has caused these presents to be signed in its name by its _____
 _____ and attested by its _____
 _____ under its corporate seal, and the said _____
 _____ as Surety herein, has caused these
 presents to be signed in its name by its _____
 _____ and attested in its name by its _____
 _____ under its corporate seal, this _____ day of

A.D., 2013.

Signed, sealed and delivered
in the presence of:






Dated: March 6, 2013


 As to Surety Lisa Thornton

PRINCIPAL: ValleyCrest Landscape Maintenance, Inc.

BY: 

NAME: DW Smith

Liberty Mutual Insurance Company
Surety

BY: 
 Attorney-in-Fact, Maria Pena
 (Power-of-Attorney to be attached)

BY: Not Required - Retaliatory
Resident Agent

END OF SECTION

END OF DOCUMENT

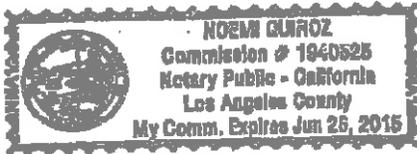
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On MAR 6 - 2013, before me, Noemi Quiroz, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: Noemi Quiroz
Noemi Quiroz, Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5525323

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.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, does hereby name, constitute and appoint, C. K. MAKAMURA, E. S. ALBRECHT, JR., LISA L. THORNTON, MARIA PERAZ, NOBEN GURCZ _____

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 surely 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/official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of August, 2012.

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



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On this 20th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 surely 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 surely 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 Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely 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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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.

MAR 6 - 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This form is included for the bid bond at the same amount as the "Proposal Deposit" on page 14

**SECTION 10
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five (5) percent (5%) of the proposed annual base bid amount of:

(Written Dollar Amount)

dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE

**TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to one hundred percent of the annual base bid amount, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

NA All attached Cashier's Check

IN WITNESS WHEREOF, the said _____
 as Principal herein, has caused these presents to be signed in its name by its _____
 _____ and attested by its _____
 _____ under its corporate seal, and the said _____
 _____ as Surety herein, has caused these
 presents to be signed in its name by its _____
 _____ and attested in its name by its _____
 _____ under its corporate seal, this _____ day of
 A.D., 2013.

Signed, sealed and delivered
 in the presence of:

As to Principal

PRINCIPAL: _____

BY: _____

NAME: _____

Surety

BY: _____

Attorney-in-Fact
 (Power-of-Attorney to be attached)

As to Surety

BY: _____

Resident Agent

END OF SECTION

END OF DOCUMENT

EXHIBIT "A"



PROPOSAL FOR LANDSCAPE MAINTENANCE THE TOWN OF CUTLER BAY

March 5, 2013

Presented to:
Town Manager
The Town of Cutler Bay



Bank of America

Cashier's Check

No. 1019070091

Bank of America, N.A.
Phoenix, Arizona

VOID OVER 90 DAYS

91-170/1271

DATE

02/28/2013 05:38:25 PM

Deposit Services
318-0065594 V/B

PAY TO THE ORDER OF **Town of Cutler Bay** **BANK OF AMERICA** **\$20,225.00**

***** \$20,225.00 *****

To The Order Of
Town of Cutler Bay

Purchaser: VALLEYCREST COMPANIES
SR # 1-177525972

VOID OVER \$ 20,225.00

AUTHORIZED SIGNATURE

[Handwritten Signature]

⑈ 1019070091 ⑈ ⑈ 122101706⑈ 457022259754 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.



March 1, 2013

Town of Cutler Bay
Attn: Town Manager
10720 Caribbean Boulevard # 105
Cutler Bay, FL 33189

8191 NW 84th Street
Medley, FL 33166
305-863-0025 office
305-863-0255 fax

www.valleycrest.com

1

RE: Town of Cutler Bay Landscape Maintenance Proposal

Dear Ms. Eastman:

ValleyCrest is pleased to submit a professional and comprehensive landscape proposal for the Town of Cutler Bay. As your current landscape maintenance provider and provider for the last 6 years, we understand your needs and expectations better than anyone. We have come to work together cohesively through building important relationships and excellent communication. We sincerely hope that we have exceeded your expectations and hope to continue to exceed your expectations in the future.

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 continue to partner with ValleyCrest, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

The following proposal was developed based on your feedback and specifications and will demonstrate how our experienced and skilled team will achieve your landscape goals and keep the Town of Cutler Bay looking its best. Throughout our service commitment, you will see a seamless transition as we continue to care for the Town of Cutler Bay.

As your landscape maintenance service provider, ValleyCrest is expecting to participate in Town Meetings as requested with the Town Manager and or its designees. We will make ourselves available in person within 24 hours in order to relate, discuss and or remedy any issues that may arise and always communicate effectively with designated Town personnel with our understanding that the needs, scope and nature may change as well from time to time. As we have in the past we will continue to provide professional and engaged service to the Town of Cutler bay.

SEC. 1.4.4
ACKNOWLEDGE

Sincerely,

Julie Dana
Business Developer



ValleyCrest Pembroke Team

5

► KEY BRANCH BIOGRAPHIES

David Rivera, Branch Manager

David Rivera has over 23 years of experience in the green industry in the South Florida area. He started as a gardener working for a small company in the Miami area, then started his own landscape maintenance business which he sold two years later and started a career with ValleyCrest in Broward county. He helped develop the landscape maintenance business for ValleyCrest in the Miami-Dade County.



With his ability and commitment to customer service he grew the business from \$20,000 to over 7 million dollars. During this time he has achieved national recognition for his safety records and customer satisfaction. He currently runs the Pembroke and Miami Beach Branches for the company. He has been with ValleyCrest for over 13 years.

David Rivera obtained his BS in Biology from the University of Puerto Rico and Horticultural Certification from the University of Florida. His is also a member of the certified pest control operators of Florida (CPCO) and licensed by the State of Florida.

Edward Goodall, Sr. Operations Manager Landscape Maintenance

4 Edward has been in the "Green Industry" for 25 years. He started a small landscape maintenance company in 1986. In 1992, Edward joined ValleyCrest Landscape Maintenance. He started as a Crew Leader and in the 13 years he has been with VCLM he has advanced through the company's management training program as a Production Specialist, Account Manager, and Operations Manager



Edward has continued his education within ValleyCrest and outside colleges. He has been awarded certificates in Customer Satisfaction, Safety, and Account Manager Boot Camp. He has also obtained Certifications from EII University and Florida Certified Nursery Professionals.

5

Joe Ferro, Account Manager, Landscape Maintenance

Joe Ferro has been with ValleyCrest and involved with the green industry for over seven years. In addition to his experience in Landscape Maintenance, Joe also has been involved in fleet management, government procurement, manufacturing, landscape and construction. Joe has moved up through the ranks of ValleyCrest as a testament to his attention to detail, customer satisfaction record and job quality record. Joe has excelled in several managerial positions before becoming Account Manager. Joe has an MBA from Texas A & M and was Born and raised in Miami.

Patrick Cox, Irrigation Manager, Landscape Maintenance

Patrick has over 9 years of experience in the irrigation industry. Patrick began his career as an irrigation assistant doing large scale installation for Jaffer Association. He quickly gained the knowledge to professionally install commercial irrigation systems. After gaining the trust of his peers and management, he began running his own irrigation crew after three months with Jaffer Association. Noticing the hard work and attention to detail, Patrick was promoted to manager where he was responsible for all residential installations and assisting the Irrigation President. Patrick began his career at ValleyCrest Companies in 2006. His leadership of the Irrigation Department will help ValleyCrest continue to be the premier irrigation maintenance contractor.

**Dr. Barry Troutman – Vice President, Technical Services**

Dr. Barry Troutman, Ph.D., is the Technical Services Director for ValleyCrest Companies for the East Coast. Based in Orlando, Dr. Troutman shares technical services responsibility with his west coast colleague Dr. John T. Law, who oversees similar duties from his office in San Jose. The technical services team is one of our company's greatest assets. Committed to fostering knowledge and support, Dr. Troutman and Dr. Law are available to consult with any ValleyCrest client interested in building technical awareness with its employees and customers.

Dr. Troutman serves on the Editorial Advisory Board for Landscape Management magazine. As one of the industry's leading trade publications, Landscape Management's technical and operations focus makes it one of the media's finest resources for turf trends, news, and information. Dr. Troutman is also a director of the Georgia Turf grass Association.

Prior to joining ValleyCrest, Dr. Troutman served as Training Director for PLCAA (Professional Lawn Care Association of America). He was also Research Weed Scientist and Technical Director for ChemLawn, a research scientist and adjunct professor of Turf Grass Science, and past president of the Georgia Turf Grass Association. In addition to receiving his doctorate in Weed Science from the University of Arkansas, his academic credentials include a MS in Turf Grass Management from the University of Rhode Island and BS in Botany from Ohio State University.

2012 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# K51636

Entity Name: VALLEYCREST LANDSCAPE MAINTENANCE, INC.

**FILED
Mar 30, 2012
Secretary of State**

1

Current Principal Place of Business:

24151 VENTURA BLVD
CALABASAS, CA 91302 US

New Principal Place of Business:

Current Mailing Address:

24151 VENTURA BLVD
CALABASAS, CA 91302 US

New Mailing Address:

FEI Number: 95-4194223 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

THE PRENTICE-HALL CORPORATION SYSTEM INC.
1201 HAYS STREET
SUITE 105
TALLAHASSEE, FL 32301 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

OFFICERS AND DIRECTORS:

Title: PRES
Name: ZINO, ROGER
Address: 24151 VENTURA BLVD
City-St-Zip: CALABASAS, CA

Title: D
Name: SPERBER, RICHARD A
Address: 24151 VENTURA BLVD
City-St-Zip: CALABASAS, CA 91302

Title: V
Name: KLEIN, KAREN M
Address: 24151 VENTURA BLVD.
City-St-Zip: CALABASAS, CA 91302

Title: V
Name: TUNGATE, GARY
Address: 24151 VENTURA BLVD.
City-St-Zip: CALABASAS, CA

Title: ST
Name: GARRUTO, ANTHONY
Address: 24151 VENTURA BLVD.
City-St-Zip: CALABASAS, CA

3

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANTHONY GARRUTO

ST

03/30/2012

Electronic Signature of Signing Officer or Director

Date

2 # 6

CREDIT REFERENCES

Firm Name:	ValleyCrest Landscape Maintenance, Inc.
Address:	24151 Ventura Boulevard Calabasas, CA 91302
Phone:	(818) 223-8500
Date Incorporated:	April 30, 1970
Principal:	Roger Zino, President 24121 Ventura Boulevard Calabasas, CA 91302
Type of Business:	Landscape Maintenance
Date Started:	(Parent company started in 1949)
Own/Rent Building:	Own
Bank:	Bank of America 800 5th Avenue Seattle, WA 98104-3185 Fax # (206) 585-5454 Name on Account - ValleyCrest Companies
General Account #:	14591-26396
Dun & Bradstreet #:	06-625-4509
Trade References:	Velotta Uniform Sales 820 E. 70 th St. Cleveland, OH 44103 (216) 621-4900 Hilton Garden Inn 24150 Park Sorrento Calabasas, CA 91302 (818) 591-2300 Columbia Business Forms 1493 N. Montabello Blvd. Suite 202 Montabello, CA 90640 (323) 721-7942

6

**ValleyCrest Landscape Maintenance
Statement of Operations
FYE'12**

	12 - months FYE 2012
Revenue	\$ 527,368,708
Cost of Revenues	404,662,664
Gross Profit	122,706,044
Selling, General and Administrative Expenses	85,862,965
Operating Profit	36,843,079
Net Income before Taxes	\$ 36,843,079

CONFIDENTIAL

6

REFERENCES / EXAMPLES OF WORK

Project Name: Right of ways, Medians, Facilites & Parks landscape Maintenance
Owner: City of Miramar
Phone #: Tom Good / 954 802 6876
Contract Amount: \$250,000 (+)

Project Name: Landscape Maintenance of Boardwalks, Medians, Bumpouts & Parks
Owner: City of Miami Beach
Phone #: Millie McFadden / 305 673 6960
Contract Amount: \$200,000 (+)

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas & Parks
Owner: Ocean Reef Community Association
GC Name & Phone #: Vance Chason / 305 387 3067
Contract Amount: \$1,000,000 (+)

Project Name: Landscape Maintenance of medians, right of ways, swales, parks
Owner: City of Homestead
Name: Dennis Maytan / 305 224 4842
Contract Amount: \$400,000(+)

2

VALLEYCREST - AT A GLANCE

1949

Year founded



11,000

Best trained and tenured people in the industry



Services

- ✓ Landscape Design
- ✓ Landscape Construction
- ✓ Landscape Maintenance
- ✓ Tree Care
- ✓ Enhancements
- ✓ Water Management



7,000

Properties maintained nationwide

8,000

Pieces of equipment operated daily



88%

Customer retention rate in maintenance operations nationally



150+

Locations nationwide



25,000

Hours of classroom training in 2011

87%

Satisfied or Highly Satisfied customers in maintenance operations



162

Managers with average tenure of 12 years



Branch# 35260-PEMBROKE

6 # 8

JOB LIST

Job Name
127th Street Shopping Center
Bahama Breeze - Pembroke Pines
Bull Run Apartments
Camelot Estates HOA, Inc
Carriage Hills Condominium, Inc
Chamblade-Madonna College Preparatory
City of Miramar- Roadways and Medians
Crescent House Apartments
Emerald Springs
Executive Apartments
Fountain House 1
Fountain House 2
Hillcrest East 27
Humane Society of Broward
Ives Dairy Crossings
Johnson and Wales
LDS Hialeah
LDS Hollywood
LDS Miami Lakes
LDS Pembroke Pines
Lincoln Logistics Park/PPF Lincoln Medley
Meadow Walk
Memorial Hospital Pembroke
Memorial Manor
Miami Community Charter School
Miami Lakes Park
Miramar Center II
Miramar Regional Park
Miramar Towncenter
Miramar Towncenter Association
Monarch Commerce Center Condo Assoc
Monarch Professional Center
New Barn
Normandy
Park View Square
Parks OPS- Forzano
Parks OPS- Silver Lakes SC
Parks Turf- Ansin Miramar
Parks Turf- Forzano
Parks Turf- Silver Lakes SC
Pembroke Lakes Mall Ltd
Pembroke Urgent Care & Data Center
Publix #0054- SW 7th Street
Publix #0066-18310 Collins Ave
Publix #0073 Surfside
Publix #0084-Valencia Ctr.
Publix #0091-Dade Blvd.
Publix #0094-Monza Ave.
Publix #01129-Miami Lakes
Publix #0127-SW 27th Ave.
Publix #0167-Miramar Shopping Center
Publix #0223-S Dixie Hwy
Publix #0478-Alapattah
Publix #0575-Marathon
Publix #0621-On the Bay
Publix #0638-Dadeland
Publix #0714-Biscayne
Publix #0715-Oakridge
Publix #0794
Publix #1003-NE 6th
Publix #1072-East 2nd Ave.
Publix 1400200-Miami WH
Publix SuperMarket Store #0581
Publix Weston #0021
Publix#1151- Coral Way
Publix#1264 Hialeah
Publix#1288 Ponce De Leon
Publix-Sheraton St. #0820
Seneca Industrial Park
Seneca Industrial Park Assocation
Shoppes at Monarch Lakes
Spanish Lakes
St. Tropez Apartments
The Palms of Pembroke
Town of Cutler Bay
Trilogy HOA
VCM-Pembroke (Misc)
Village of Key Biscayne

2

State of California

SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

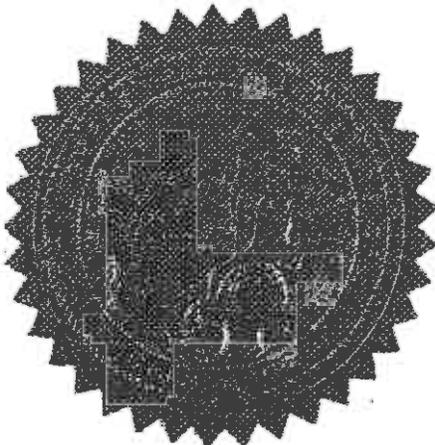
That on the 30th day of April, 1970, VALLEYCREST LANDSCAPE MAINTENANCE, INC. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 19, 2005.



Kevin Shelley
KEVIN SHELLEY
Secretary of State

gb

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date June 20, 2012	File No. JE69653	Expires May 31, 2013
------------------------------	----------------------------	--------------------------------

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 31, 2013

AT

VALLEYCREST LANDSCAPE MAINTENANCE
HIALEAH, FL 33018

DAVID RIVERA
VALLEYCREST LANDSCAPE MAINTENANCE
16400 NW 127 AVE
HIALEAH, FL 33018

Certified Operator


ADAM H. PUTNAM, COMMISSIONER

This is to certify that:

Corine Ferre
Certification # D33 0050

is a duly qualified
FNGLA Certified Landscape Designer
Expires: 3/31/2013



99563

PROFESSIONAL MEMBER
Corine M. Ferre

Membership Card Expires: 12/31/2010

This is to certify that:

Corine Ferre
Certification # H33 5560

is a duly qualified
FNGLA Certified Horticulture Professional
Expires: 3/31/2013



**International
Society
of Arboriculture**
CERTIFIED ARBORIST

Corine M. Ferre

Certificate Number: **FL-0260A**
Expiration Date: **Dec 31, 2012**



Member

Corine M. Ferre

99563
2010

*Society of
Municipal Arborists*

Florida Department of Agriculture and Consumer Services
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18589

FERRE, CORINE MARIE **Categories**
1966 SE 23RD TER **3**
HOMESTEAD, FL 33035

Issued: December 14, 2011 Expires: December 31, 2015

Signature of Licensee **Adam H. Putnam, COMMISSIONER**

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18589

FERRE, CORINE MARIE **Categories**
1966 SE 23RD TER **3**
HOMESTEAD, FL 33035

Issued: January 6, 2008 Expires: December 31, 2011

Signature of Licensee **Charles H. Bronson, COMMISSIONER**

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Corine Ferre

GV10728-1
Certificate #

GV10728
Training ID #

**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM**

Corine Ferre
has completed a Safety Training Course in:
INTERMEDIATE WORK ZONE TRAFFIC CONTROL
[FDOT PROVIDER #045]

02/28/2011
Expiration

Messler Gilchrist
Instructor



GV10728-1

Certificate #

GV10728

Trainee ID #



Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Corine Ferre

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey
Issuer

H. Mayer
Instructor

7/13/2010
Date of Class

Heather Ritchie
DEP Program Administrator

Not valid without seal

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF ENTOMOLOGY & PEST CONTROL

DAVID RIVERA
 VALLEYCREST LANDSCAPE MAINTENANCE INC
 ID CARD HOLDER

JE69633 Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 427 FOR THE PERIOD
 EXPIRING MAY 31, 2013.

David Rivera
 ATTACH PHOTO ON REVERSE

COMMISSIONER

MIAMI-DADE COUNTY
 TAX COLLECTOR
 140 W. FLAGLER ST.
 14th FLOOR
 MIAMI, FL 33130

2012 LOCAL BUSINESS TAX RECEIPT 2013
 MIAMI-DADE COUNTY - STATE OF FLORIDA
 EXPIRES SEPT. 30, 2013
 MUST BE DISPLAYED AT PLACE OF BUSINESS
 PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9.2.10

446802-1 THIS IS NOT A BILL - DO NOT PAY RENEWAL 466443-0

BUSINESS OPERATOR'S LICENSE
 16400 NW 127 AVE
 33018 UNIN DADE COUNTY

RECEIPT NO.

OWNER: VALLEYCREST LANDSCAPE MAINT INC
 2150 SPENNER BLVD
 BUSINESS EMPLOYEE/S
 55

DO NOT FORWARD

VALLEYCREST LANDSCAPE MAINTENANCE
 BURTON S SPENNER
 16400 NW 127 AVE
 MIAMI FL 33018

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT REPRESENT THE STATE OF FLORIDA. IT IS NOT VALID FOR ENROLLING INTO ANY OTHER COUNTY OR STATE. THIS RECEIPT IS NOT VALID FOR ANY OTHER PURPOSES. IF YOU ARE A LICENSEE, YOU MUST BE REGISTERED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATION.

PAYMENT REQUIRED
 MIAMI-DADE COUNTY TAX COLLECTOR
 09/26/2012
 60140000113
 000412.50

SEE OTHER SIDE

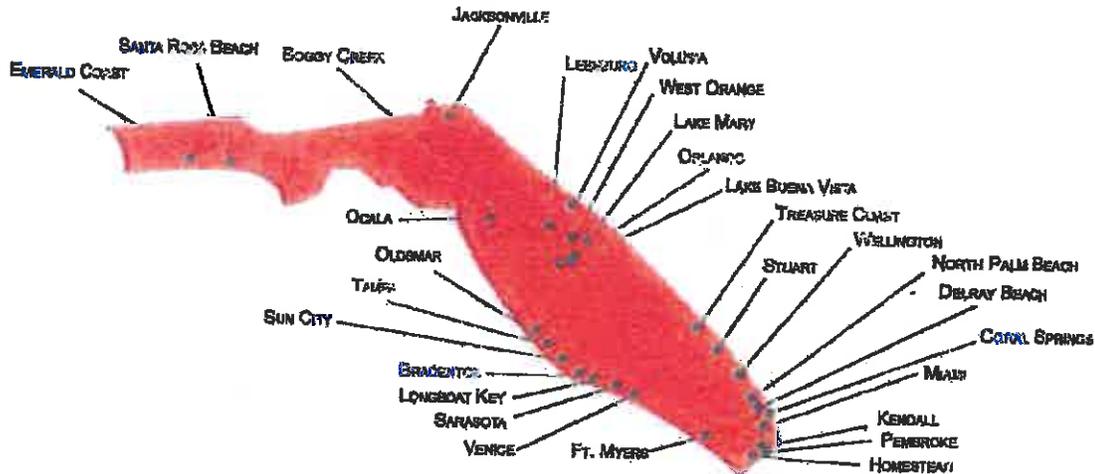
2851

FIRST-CLASS
 U.S. POSTAGE
 PAID
 MIAMI, FL
 PERMIT NO. 23

1

1. COMPANY INFORMATION

ValleyCrest Landscape Maintenance, Inc



www.valleycrest.com

ValleyCrest Corporation, which ranks on Forbes' list of America's 500 Largest Private Companies, is commissioned by architects, developers, commercial real estate owners, public agencies, property managers and luxury home builders to help create, build or maintain some of the world's extraordinary natural environments. ValleyCrest operates eight business units that deliver a full array of landscape services to a wide variety of commercial and residential customers across the globe. ValleyCrest Landscape Companies include: ValleyCrest Landscape Development, ValleyCrest Landscape Maintenance, ValleyCrest Design Group, ValleyCrest Middle East, ValleyCrest Golf Course Maintenance, Valley Crest Tree Company, ValleyCrest Residential and U.S. Lawns.

ValleyCrest is the nation's largest integrated landscape services company with annual revenue of \$1 billion, more than 12,000 employees during peak season, and operations in over 110 locations nationwide. Founded in 1949 by Burton S. Sperber, ValleyCrest began as a small retail nursery and grew steadily in the post World War II building boom in Los Angeles. ValleyCrest first began offering landscape

Equipment List

Route Trucks

- (26) Ford F150 ½ Ton Pick Ups
- (30) Ford F250 ¾ Ton Pick Ups
- (5) Ford F350 Trucks
- (6) Ford F550 – F850 Trucks

Spray Trucks

- (1) Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers -300 gallons, 600 gallons
- (4) 50 gallon Lesco Sprayer Skid Mount

Irrigation Truck

- (3) Ford F250 SC XL
- (1) Ford Van

Dump Body Trucks

- (3) Ford F450 Trucks

Trailers

- (32) Custom Built Equipment Trailer
- (1) Weld Rite 16' Batwing Trailer
- (1) 10' Flatbed
- (1) Rayside 16'x6'
- (1) Weld Rite 16'x6'
- (7) 20' Enclosed Trailer



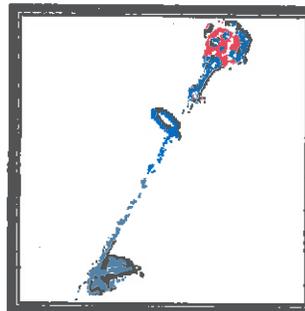
Mower Equipment

- (12) 36" Walk behind mowers
- (15) 36" Ride on mower
- (46) 52" - 72 in Rider Mowers



Field Equipment (600 units)

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



Large Equipment

- (4) Polecat Aerial Lift
- (5) Bucket Truck
- (2) Kubota R520 Loaders
- (5) Bandit 1590 Brush Chipper
- (1) Vermeer SC352 Stump Cutter
- (3) Skid Steer Loaders

Utility Vehicle

- (8) John Deere Gators

5

2. QUALIFICATIONS

Why ValleyCrest is the best qualified firm:

We have properly trained, certified, licensed landscape professionals in every field of landscape services; who come to work everyday and have a passion for what they do! 60(+) years of experience and resources are limitless

YOUR COMPLETE SATISFACTION IS OUR #1 GOAL

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unmatched responsiveness. To meet this goal, we continually collect feedback through a comprehensive customer satisfaction program. We use the valuable insight gained through our survey program to determine system improvements and guide the content of our employee training program.

Every customer we partner with has the opportunity to formally evaluate our work product, service and relationship at least once a year. Your feedback is important to us. We pay attention to the survey results and follow-up with a summary of each one to learn how we can improve.

A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and well being of our customers, 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.

TRAINING YOUR TEAM TO EXCEED YOUR EXPECTATIONS

We understand that well trained and tenured team members provide outstanding quality and customer service. To that result, we offer a training program that ranks amongst the top 125 companies in the country as recognized in *Training Magazine* (February 2011). Our Gardener training program is designed around ValleyCrest's core values as depicted below. Every Gardener on your 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.

Gardeners are offered training to progress along a career track within ValleyCrest. We have found that our career progression opportunities and training motivates our team members to perform at their peak and remain committed to our company and our customers.



A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and well being of our customers, 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
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- ValleyCrest logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- Required use of cones to demark safety zone

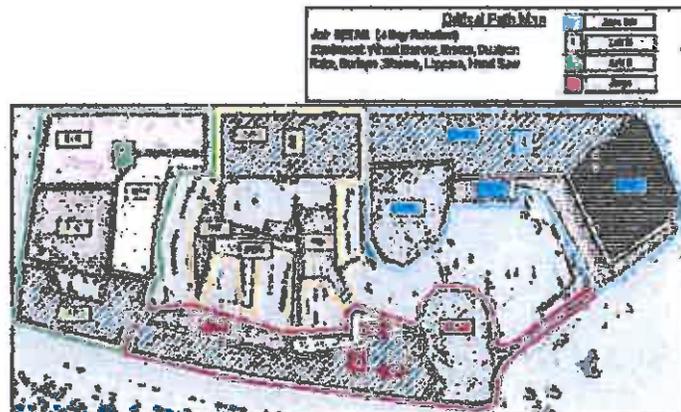
CREW SAFETY

- 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

CONSISTENCY IN QUALITY EFFICIENTLY DELIVERED

Our goal is to consistently offer the best value in the marketplace by providing unmatched service, a customized approach focused on your specific priorities and a well maintained landscape you and the community are proud of – all while meeting your predetermined budget parameters. Doing this requires operational excellence. The operational practices that allow us to consistently meet our customers' expectations include:

- **The Industry's top talent** – When selecting teams for each property, we match the specific landscape needs with our most appropriately experienced talent. At ValleyCrest, we have a deep pool of talent. We recruit from the top horticultural and landscape schools in the country and have an all encompassing training program that ensures our crews perform at their peak year round.
- **State-of-the-art equipment** – Our crews operate high quality and well maintained equipment and are trained to use the most effective tool for each task on your property. The result – a better end product achieved with greater efficiency and fewer injuries.
- **Horticultural excellence** – Plant material looks and performs its best when maintained properly. Our horticultural experts understand the science of landscape maintenance and will ensure the plant material on your property receives the proper care for each season and as unexpected circumstances arise.
- **Innovation** – Lead or follow; we choose to lead. ValleyCrest seeks out and tests the latest technology so we can help our customers reduce operating costs, benefit from greater efficiencies and have all around healthier and higher performing plant material.
- **Systematic operations** – We deploy ValleyCrest's Production System (VPS) to ensure our crews focus on your priorities and important details are not overlooked. In our process, we design the most effective path of motion for the work to be performed, specify the equipment to be used and supply our crew with detailed site plans that show their daily, weekly and monthly activities.
- **Continuous improvement** – We routinely evaluate for safety, quality and effectiveness in a persistent effort to be better today than we were yesterday.



Macro view of work is converted into daily work schedules complete with micro level path of motion maps.



Department of Parks & Recreation

Alan Ricke
Director

November 30, 2007

To Whom It May Concern:

Please accept this letter of recommendation for ValleyCrest Landscape Maintenance for all of your landscape maintenance needs. ValleyCrest has been providing these services for the Town of Cutler Bay since April of this year following our Request For Proposals (RFP) process.

We have found ValleyCrest to be very responsive and responsible in addressing our requirements. From what we have seen, the company has all of the resources necessary to handle any landscape maintenance issue including irrigation repair, turf replacement, aeration, top-dressing and fertilization. Not only does ValleyCrest provide all of the lawn and turfgrass maintenance for the Town's seven parks, but they also provide the daily preparation of baseball and softball fields (including dragging the clay infields, watering and lining) as well as janitorial services.

If you have any questions concerning ValleyCrest Landscape Maintenance or their work with the Town of Cutler Bay, please do not hesitate to contact me. I can be reached at the address or phone numbers listed below or by e-mail at aricke@cutlerbay-fl.gov.

Sincerely,

Alan Ricke
Parks and Recreation Director

10100 SW 200 Street
Cutler Bay, FL 33189
(305) 238-4166 Office
(305) 233-5457 Fax
www.cutlerbay-fl.gov



Town Of Miami Lakes

15700 NW 67 Avenue, Suite 302 • Miami Lakes, Florida 33014
(305) 364-6100/Fax (305) 558-8511
www.townofmiamilakes.com

TOWN MANAGER
Alex Ray

March 5, 2007

To whom it may concern:

ValleyCrest Landscape Maintenance, Inc. is the landscape maintenance services provider for Miami Lakes Park in the Town of Miami Lakes. They have served the Town for over four years. During this period, Miami Lakes Park has shown great improvement in its overall appearance and turf quality. Also, staff turnover has been low resulting in an established, quality relationship with Town staff and park patrons.

I would highly recommend ValleyCrest Landscape Maintenance, Inc. for landscape maintenance services in any community. If you have any questions concerning ValleyCrest Landscape Maintenance, Inc., please do not hesitate to contact me. I can be reached by phone at (305) 364-6100 x 130 or by email at hopkinsd@townofmiamilakes.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Hopkins".

Daniel Hopkins
Director of Parks and Recreation



Sept. 4, 2009

Attn: David Rivera
ValleyCrest Landscape Companies
16400 NW 127th Avenue
Miami, Florida 33018

Subject: Hurricane Response

To Whom It May Concern:

I, Richard H. Payne, Director of Engineering; have worked with ValleyCrest Landscape Companies for a few years. Throughout this tenure, The Ritz Carlton Key Biscayne has received an outstanding service. Moreover, during the hurricanes we have encountered, ValleyCrest has assigned an on property account manager to stay throughout the storm for immediate response. This staff person, begins the clean up and assess damages, devises the most effective strategy for cleanup, and reports his findings back to the hotel within hours. Following, the crew will come in with the required trucks and equipment to restore the property's landscaping.

Partners such as Valleycrest Landscape are a valuable asset in upholding the Ritz Carlton Key Biscayne's iconic standards. If I may offer any further information, feel free to contact me.

Regards,

Richard H. Payne

The Ritz Carlton, Key Biscayne
Director of Engineering
455 Grand Bay Drive
Key Biscayne, FL 33149
PH (305-365-4160 (786) 239-6411
FX (305) 365-4511

jm



Graham Property Management Company

November 17, 2009

To Whom It May Concern:

In 1999, we contracted ValleyCrest Companies, Inc to service five of our eight apartment communities in Miami Lakes. In 2005 we awarded them the remaining three as a result of their excellent commitment to service. I have had four account managers throughout the years and each one is as efficient as the next. The managers at ValleyCrest have tremendous follow up skills, take great pride in their work and ensure their staff is well trained and responsive to our needs. It is truly a pleasure to work with such a dedicated group of professionals.

The Graham Companies apartment portfolio under the care of ValleyCrest ranges from 3 Acres to 13 Acres or a total of 1,481 apartment units.

Sincerely,

Alex Saillant
Director of Residential Construction
And Property Maintenance
The Graham Companies, Inc.

3.24 PROPOSAL FORM

TOWN OF CUTLER BAY PROPOSAL FORM		
Deliver proposal to: TOWN OF CUTLER BAY Town Clerk 10720 Caribbean Blvd., Suite 105 Cutler Bay, FL 33189		
Landscape Maintenance RFP #13-01		
To be opened March 7, 2013 at 2:00 p.m. at the above address.		
VENDOR NAME: Valley Crest Landscape Maintenance Inc		PHONE NUMBER: (305) 863-0025
VENDOR MAILING ADDRESS: 8191 NW 84 st.		FAX NUMBER: (305) 863-0225
CITY, STATE AND ZIP CODE: Medley, Fl. 33166		TOLL FREE NUMBER: (800)
PROPOSAL CONTACT PERSON (PLEASE PRINT CLEARLY): Dennis Smith		F.E.I.D. NUMBER:
Certified or Cashier's Check is when required, in the amount of:		EMAIL ADDRESS:
\$ 20,225.00		DWsmith@Valleycrest.com
Minimum Required Work		
	Section Ref.	Total Annual Cost
1. Complete Parks and Properties Maintenance:	3.1 to 3.11.5	\$ 361,175.00
2. Aeration and Top-dressing of Athletic Fields:	3.12	\$ 11,525.90
3. Fertilization:	3.13	\$ 19,300.00
4. Tree Trimming:	3.14	\$ 12,500.00
Overall Annual Cost:		\$ 404,500.00
Additional Labor:		
Hourly Rate I (straight time):	3.22.3	\$ 25.00
Hourly Rate II (nights, weekends, holidays):	3.22.3	\$ 32.00
Parts, Supplies, Materials (Additional Services):		
Percentage Above Vendor's Cost for Parts, Supplies & Materials:	3.22.2	20 %
Printed Name & Title of Authorized Representative Dennis Smith Branch Manager		
Signature of Authorized Representative: 		Date: 2-28-13

CERTIFICATE OF RESOLUTION

I, ANTHONY GARRUTO, Secretary of VALLEYCREST LANDSCAPE MAINTENANCE, INC., a Florida corporation, do hereby certify that on January 17, 2013, the following resolutions were adopted by unanimous consent of the Directors of VALLEYCREST LANDSCAPE MAINTENANCE, INC., pursuant to the authority of §607.0821 of the Florida General Corporation Act:

Authorization to Execute Documents

RESOLVED, that the Board of Directors have authorized and they do hereby authorize Jim Abbott, John J. Amarosa, Hollie S. Anderson, John Anderson, John Balzarini, Rohit Bassi, Victor Bernardini, Larry Blackburn, Charles Bland, John Borland, James Boynton, Steve Brackin, Andrew Brennan, Brandon Bryson, Cliff Cameron, John Cornelius, Mark Cruzan, Andrew Davidson, Brent Davis, Chris Dennison, Michael Dozier, Mary Edwards, Anthony Garruto, Rick Gecosky, Charles L. Gonzalez, Jon Gregorius, Rob Gresham, David L. Hanson, Greg Harbison, Jay W. Jernigan, Daryl Johnson, James Jordan, Josh Kennedy, Karen Kennedy, Ray Keenan, Karen M. Klein, Mark Lanteigne, Rob Maier, Andrew J. Mandell, Tim McColgan, Scott Miller, Kyle Osborn, David Rivera, Shawn Rommerdahl, John L. Rose, Eric Rothell, Dennis Smith, Richard A. Sperber, Daniel Stagg, Janet Rodriguez Suarez, John Tuell, Gary L. Tungate, Keith Wilson, Bud Worland, Jose A. Zepeda, Roger Zino, or any of them to execute and deliver in the name of and for and on behalf of this Corporation, any and all bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Corporation is hereby authorized and directed to execute a Certificate of the Secretary certifying to the passage of these resolutions;

FURTHER RESOLVED, that any and all firms, persons, corporations and other entities, including, without limiting effect, public entities, shall be entitled to rely on the authority of any one of the foregoing persons to bind this corporation by the execution and the delivery of any such bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;

FURTHER RESOLVED, that the authority herein contained, shall remain in effect until the persons, firm, corporation or other entity relying upon the authority herein contained receive written notice to the contrary and that all previous authorizations heretofore given with respect to the matters herein contained are revoked; provided, however, that this revocation shall not affect the validity of any instrument hereinabove referred to that was executed by any person or persons who at the time of such execution was duly authorized to act.

DATED: January 29, 2013



ANTHONY GARRUTO
Secretary

**SECTION 4
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP # 13-01
PROPOSAL CONFIRMATION**

In accordance with the requirements to provide Comprehensive Parks Landscape/Grounds Maintenance Service, RFP #13-01, the undersigned submits the attached proposal.

The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional year (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; contractor or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Comprehensive Parks Landscape/Grounds Maintenance Service, RFP #13-01 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

Proposer's Name: Dennis W Smith / dsmith@csesf.com Signature: [Handwritten Signature] Date: 5/5/13

State of: FLORIDA

County of: BROWARD

The foregoing instrument was acknowledged before me this 5 day of March, 2013, by Dennis Smith who is (who are) personally known to me or who has produced Florida Drivers License as identification and who did (did not) take an oath.

Notary Public Signature: [Handwritten Signature]
Notary Name, Printed, Typed or Stamped: _____
Commission Number: _____
My Commission Expires: _____



END OF SECTION

**SECTION 6
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP # 13-01
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of Florida)

) SS:

County of Broward

BEFORE ME, the undersigned authority personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Dennis Smith executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 5 day of March, 2013.

My Commission Expires:



Notary Public State of Florida at Large

END OF SECTION

SECTION 8
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES (CONTINUED)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Cutler Bay

by DEVIN W. SMITH - OPERATION MANAGER
[Print individual's name and title]

for Valley Coast
[Print name of entity submitting sworn statement]

whose business address is

8191 N.W. 54th Street
MEADEL, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 95-4194223

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. 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.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (e), 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

**TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01**

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

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 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 36 months shall be considered an affiliate.

- 5. 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services 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 an entity.
- 6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to 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 or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a 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]

[SPACE LEFT INTENTIONALLY BLANK]

TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.193(3) (a), FLORIDA STATUTES

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT 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.

Dennis W Smith
Proposer's Name

[Signature]
Proposer's Signature

Sworn to and subscribed before me this 5 day of March, 2013.

Personally known Dennis Smith

OR produced identification Notary Public State of Florida at Large

Florida Drivers License
(Type of identification)

My commission expires 3/24/14



[Signature]
(Printed, typed or stamped commissioned Name notary public)

END OF SECTION

**SECTION 10
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, ValleyCrest Landscape Maintenance, Inc.
as Principal and Contractor, and Liberty Mutual Insurance Company

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five (5) percent (%) of the proposed annual base bid amount of:

Five Percent of the Amount Bid

(Written Dollar Amount)

dollars (\$ 5% of the Amount Bid) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE

**TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to one hundred percent of the annual base bid amount, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ SEE ATTACHED ACKNOWLEDGMENT
as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____
_____ under its corporate seal, and the said _____
_____ as Surety herein, has caused these
presents to be signed in its name by its _____
_____ and attested in its name by its _____
_____ under its corporate seal, this _____ day of
A.D., 2013.

Signed, sealed and delivered
in the presence of:

[Handwritten signature]
[Handwritten signature]



Dated: March 6, 2013

[Handwritten signature]
As to Surety Lisa Thornton

PRINCIPAL: ValleyCrest Landscape Maintenance, Inc.

BY: *[Handwritten signature]*

NAME: *Dw Smith*

Liberty Mutual Insurance Company
Surety

BY: *[Handwritten signature]*

Attorney-in-Fact, Maria Pena
(Power-of-Attorney to be attached)

BY: Not Required - Retaliatory
Resident Agent

END OF SECTION

END OF DOCUMENT

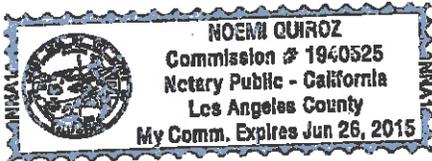
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On MAR 6 - 2013 before me, Noemi Quiroz, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: Noemi Quiroz
Noemi Quiroz, Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

5525323

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

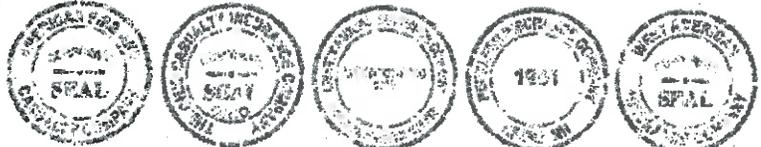
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, does hereby name, constitute and appoint, **C. K. NAKAMURA; E. S. ALBRECHT, JR.; LISA L. THORNTON; MARIA PENA; NOEMI QUIROZ**

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 20th day of August, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 Gregory W. Davenport, Assistant Secretary to appoint such attorney-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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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

MAR 6 - 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: David M. Carey
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This form is included for the bid bond at the same amount as the "Proposal Deposit" on page 14

**SECTION 10
TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five (5) percent (%) of the proposed annual base bid amount of:

(Written Dollar Amount)

dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE

**TOWN OF CUTLER BAY
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICE
RFP #13-01**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to one hundred percent of the annual base bid amount, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

N/A see attached Cashier's Check

IN WITNESS WHEREOF, the said _____

as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said _____

_____ as Surety herein, has caused these

presents to be signed in its name by its _____

_____ and attested in its name by its _____

_____ under its corporate seal, this _____ day of

A.D., 2013.

Signed, sealed and delivered
in the presence of:

As to Principal

As to Surety

PRINCIPAL: _____

BY: _____

NAME: _____

Surety

BY: _____

Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____

Resident Agent

END OF SECTION

END OF DOCUMENT