

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
VALLEY CREST LANDSCAPE MAINTENANCE, INC.
FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES
FOR CITY PARKS, PRESERVATION PARKS, AND CEMETERIES (NORTH AREA)**

THIS CONTRACT is executed as of this 30 day of March, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and Valley Crest Landscape Maintenance, Inc., a Florida profit corporation authorized to do business in the State of Florida with principal office at 24151 Ventura Boulevard, Calabasas, California 91302 and local office at 1854 West Road, Jacksonville, Florida 32216 (hereinafter the "Contractor")

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the one of the lowest and best responsible bidders for furnishing all equipment, labor, and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the North Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment. All work on said Project must be performed in accordance with plans and specifications hereinafter referenced. Contractor has been awarded this Contract for said work pursuant to award made February 13, 2015.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the City of Jacksonville, bid numbered ESC-0319-15, bid opening

date January 7, 2015, designated as *Bid Specifications for Landscape Maintenance Services for City Parks, Preservation Parks and Cemeteries*, and strictly in accordance with the advertisement calling for bids, proposals, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, bid and/or proposal of said Contractor, and award therefor, now on file in the office of the Chief of the Procurement Division of the City of Jacksonville (hereinafter collectively the "Contract Documents"), all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein for a total amount not-to-exceed TWO MILLION FIFTY THOUSAND FIVE HUNDRED SEVENTY-ONE AND 08/100 DOLLARS (\$2,050,571.08), at and for the prices and on the terms contained in the Contract Documents.

3. On the faithful performance of this contract by Contractor, Owner will pay Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall indemnify and hold harmless Owner and Owner's officers and employees from liabilities, damages, losses, and costs, including but not limited to environmental claims, reasonable attorney's fees, and reasonable expert witness fees to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. To the extent this provision is in conflict with the Contract Documents, this provision shall take precedence, notwithstanding any other provision in the Contract Documents to the contrary. It is the intent of the parties that any such indemnification shall be in accord with Section 725.06(2), Florida Statutes (2008).

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

6. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

7. The period of service of this Contract will commence on February 13, 2015, and will continue in full force and effect until February 12, 2017, unless earlier terminated as provided in the Contract Documents. Notwithstanding the foregoing, Owner shall have the absolute right to terminate this Contract for convenience, without cause, at any time upon thirty (30) days' advance written notice to Contractor of such intent to terminate the Contract.

8. In the sole discretion of City, this Contract may be renewed for two (2) additional two (2) year periods upon terms and conditions that are mutually acceptable to the parties.

[Remainder of page intentionally left blank. Signature page follows immediately.]

Encumbrance and funding information for internal City use:

Account..... P W M L 011 - 03410

Amount.....\$ 2050571,00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued **[purchase order(s)][check request(s)]** that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent **[purchase order(s)][check request(s)]**, as specified in said Contract.

 C. Ronald Belton
Director of Finance
City Contract # 8278-02
 MB

Contract Encumbrance Data Sheet follows immediately.

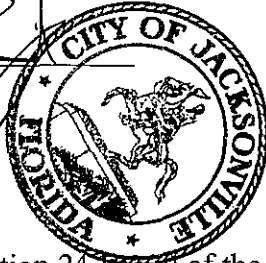
Cleveland Ferguson III
Deputy Chief Administrative Officer
For Mayor Alvin Brown,
Under Authority of:
Executive Order No. 2015-01

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary



By *Alvin Brown*
Alvin Brown, Mayor
CITY/OWNER

In accordance with Section 24.105(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Beaton
Director of Finance

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

VALLEY CREST LANDSCAPE
MAINTENANCE, INC.

George Rugen
Signature

[Signature]
Signature

George Rugen
Type/Print Name

JOHN BORLAND
Type/Print Name

Business Developer
Title

BRANCH MANAGER
CONTRACTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/27/2014

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

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

PRODUCER Alliant Insurance Services, Inc. (dhall@alliant.com) 333 South Hope Street, Suite 3750 Los Angeles, CA 90071	CONTACT NAME:		
	PHONE (A/C No. Ext): (213) 443-2472	FAX (A/C, No):	
INSURED ValleyCrest Landscape Maintenance Location #46010, 1854 West Road Jacksonville, FL 32216	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: ACE American Insurance Company		22667
	INSURER C: ACE American Insurance Company (AOS)		22667
	INSURER D1:		
	INSURER D2:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			HDO G24555525	10/01/2014	10/01/2015	EACH OCCURRENCE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000.00
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY	\$2,000,000.00
	<input checked="" type="checkbox"/> XCUI HAZARD						GENERAL AGGREGATE	\$4,000,000.00
	GENL AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY			ISA H08877294	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE 1	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE 1	
	DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE 2	
							AGGREGATE 2	
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WLR C47147360	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT	\$2,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$2,000,000.00
	Other						E.L. DISEASE - POLICY LIMIT	\$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required). Policy Provisions include a 30 day cancellation notice. See Attached For GL Waiver of Subrogation, (FL) WC Endorsement, Waiver of Subrogation Auto (AOS)VCM, CG 20 10 04 13 - Add Insured 460100001 Jax Parks North, 609 St Johns Bluff Rd, Jacksonville, FL 32225

CERTIFICATE HOLDER City of Jacksonville - Public Works Department Right-of-Way and Grounds Maintenance Division 609 St. Johns Bluff Road N Jacksonville, FL 32225 Attn: Dave McDaniel	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Alliant Insurance Services, Inc.</i>

POLICY NUMBER: HDO G24555525

COMMERCIAL GENERAL LIABILITY
CG 24040509

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: City of Jacksonville Jax Parks North, 460100001
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV — Conditions:**

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

Workers Compensation and Employers Liability Policy

Named Insured	Endorsement Number
ValleyCrest Landscape Maintenance	Policy Number Symbol: Number: WLR C47147360
Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of Insurance Company) ACE American Insurance Company (AOS)	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

City of Jacksonville

Jax Parks North, 460100001

For the states of CA, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

Alliant Insurance Services, Inc.

Authorized Agent

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ValleyCrest Landscape Maintenance, Inc.			Endorsement Number
Policy Symbol	Policy Number ISA H08877294	Policy Period 10/01/2014 to 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM**

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

SCHEDULE

City of Jacksonville

Jax Parks North, Job # 460100001

Alliant Insurance Services, Inc.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Jacksonville	Job # 460100001 Jax Parks North
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III ~ Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

CONTRACT NUMBER 8278-02
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND

Bond No. 024060700

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Valley Crest Landscape Maintenance, Inc.

Principal Business Address: 1854 West Road, Jacksonville, Florida 32216

Telephone: (904) 725-2552

As to the Surety:

Name: Liberty Mutual Insurance Company

Principal Business Address: 175 Berkeley Street, Boston, MA 02116

Telephone: (818) 956-4338

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 609 St. Johns Bluff Road North, Jacksonville, Florida 32225

Telephone: (904) 472-2900

Description of project including address and description of improvements: furnishing all equipment, labor and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the North Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment.

CITY OF JACKSONVILLE, FLORIDA
PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that VALLEY CREST LANDSCAPE MAINTENANCE, INC., as Principal, (hereinafter the "Contractor"), and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TWO MILLION FIFTY THOUSAND FIVE HUNDRED SEVENTY-ONE AND 08/100 DOLLARS (\$2,050,571.08), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated as of the 30 day of March, 2015, entered into a contract with City (City Contract # 8278-02 (to be inserted by the City)) for furnishing all equipment, labor, and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the North Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment. All of said work to be done in the time and manner and in strict accordance with any advertisement for bids and/or proposals for said work and done in strict compliance with the drawings, plans, and specifications for said work and

requirements of the City proposal and award therefor and of the contract and all documents included as a part of the contract (hereinafter collectively the "Contract"), all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall: **(1)** promptly and faithfully perform the Project and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, **(3)** pay City all losses, delay and disruption damages, and all other damages, expenses, costs, statutory attorney's fees, including those incurred in appellate proceedings, that City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by City and of any changes in or under the Contract, and that compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by City to be in default under the Contract, City having performed City's obligations thereunder, the Surety shall, at City's sole option, take one (1) of the following actions:

- (1)** Within a reasonable time, but in no event later than thirty (30) days after City's written notice of termination for default, arrange for Contractor with City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred

in appellate proceedings, that City sustains because of a default by Contractor under the Contract; or

- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, City may elect to have the Surety determine jointly with City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price, even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph. The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by City to Contractor. (C) Either way, the Surety shall pay City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that City sustains because of a default by Contractor under the Contract; or
- (3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and within twenty-one (21) days thereafter, determine the amount for which it may be liable to City and tender payment to City of any amount necessary in order for City to complete performance of the

Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save City harmless on account of all claims and damages arising from Contractor's default under the Contract, and pay City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that City sustains because of a default of Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save City harmless from any and all claims and damages arising from Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent default, intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than City named herein or the heirs, executors, administrators, or successors of City.

SIGNED AND SEALED this 30 day of March, 2015.

WITNESS:

By: George Rugen
Signature
George Rugen
Type/Print Name
Business Developer
Title

**VALLEY CREST LANDSCAPE
MAINTENANCE, INC.**

By: [Signature]
Signature
John Borland
Type/Print Name
Branch Manager

CONTRACTOR

Signed, Sealed and Delivered
in the Presence of:

Witness:
By: [Signature]
Philip J. Monasch

Liberty Mutual Insurance Company
By: [Signature]
Its Simone Gerhard, Attorney-in-Fact

AS SURETY

Name of Agent: Aon Risk Solutions
Address: 707 Wilshire Blvd., Suite 2600
Los Angeles, CA 90017

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

[Signature]
Office of General Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

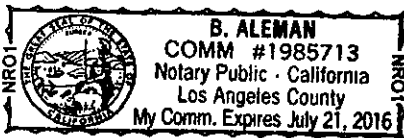
State of California

County of Los Angeles

On MAR 17 2015 before me, B. Aleman, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature _____

B. Aleman, 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.

Certificate No. 6639328

American Fire and Casualty Company
The Ohio Casualty Insurance Company

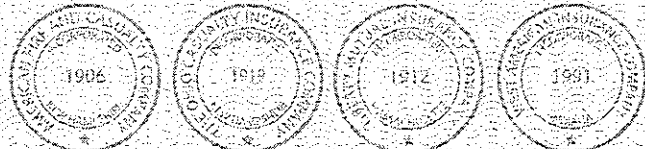
Liberty Mutual Insurance Company
West American Insurance Company

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 New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashraf Elmasry; B. Aleman; Daravy Mady; Edward C. Spector; James Ross; KD Conrad; Kristine Mendez; Lisa K. Crail; Marina Tapia; Misty Wright; Nathan Varnold; Paul Rodriguez; Simone Gerhard; Tracy Aston

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 11th day of July, 2014



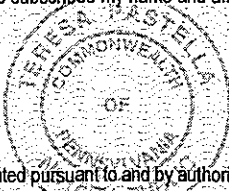
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notaria Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Montgomery, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

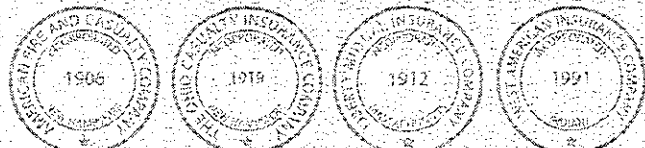
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30 day of March, 2015



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

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONTRACT NUMBER 8278-02
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND

Bond No. 024060700

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Valley Crest Landscape Maintenance, Inc.

Principal Business Address: 1854 West Road, Jacksonville, Florida 32216

Telephone: (904) 725-2552

As to the Surety:

Name: Liberty Mutual Insurance Company

Principal Business Address: 175 Berkeley Street, Boston, MA 02116

Telephone: (818) 956-4338

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 609 St. Johns Bluff Road North, Jacksonville, FL 32225

Telephone: (904) 472-2900

Description of project including address and description of improvements: furnishing all equipment, labor and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the North Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment.

CITY OF JACKSONVILLE, FLORIDA
PAYMENT BOND REQUIRED BY
SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that VALLEY CREST LANDSCAPE MAINTENANCE, INC. (hereinafter the "Principal") and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts and duly authorized to conduct and carry on a general surety business in the State of Florida (hereinafter the "Surety"), are each held and firmly bound unto the City of Jacksonville, a municipal corporation in Jacksonville, Duval County, Florida (hereinafter the "City" or "Owner") in the sum of TWO MILLION FIFTY THOUSAND FIVE HUNDRED SEVENTY-ONE AND 08/100 DOLLARS (\$2,050,571.08), in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal entered into a certain contract with the City dated as of the 30 day of March, 2015 (City Contract Number 8278-02 (*to be inserted by the City*))(the "Contract") which is, by this reference, made a part hereof as if fully set out herein, for furnishing all equipment, labor, and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the North Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment. All of such work, as more particularly described in Bid numbered ESC-0319-15, of Specifications entitled *BID SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS, PRESERVATION PARKS AND*

CEMETERIES, for the City of Jacksonville, Florida, in accordance with plans and specifications prepared by the City of Jacksonville with bid date January 7, 2015.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by City to pay the Principal as required by the Contract; and

(3) Pays City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that City sustains because of the Principal's failure to promptly make payments to all claimants as provided above,

then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the

performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

[Remainder of page left blank Intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 30 day of March, 2015.

WITNESS:

**VALLEY CREST LANDSCAPE
MAINTENANCE, INC.**

By: _____
Signature

By: 
Signature

Type/Print Name

John Borland

Type/Print Name

Title

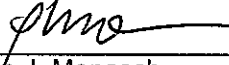
Branch Manager

Title
CONTRACTOR

Signed, Sealed and Delivered
in the Presence of:

Witness: _____

Liberty Mutual Insurance Company

By: 
Philip J. Monasch

By: 
Its: Simone Gerhard, Attorney-in-Fact

AS SURETY

Name of Agent: Aon Risk Solutions

Address: 707 Wilshire Blvd., Suite 2600

Los Angeles, CA 90017

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:


Office of General Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

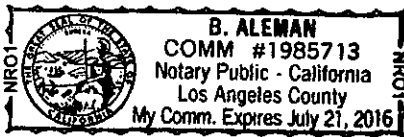
State of California

County of Los Angeles

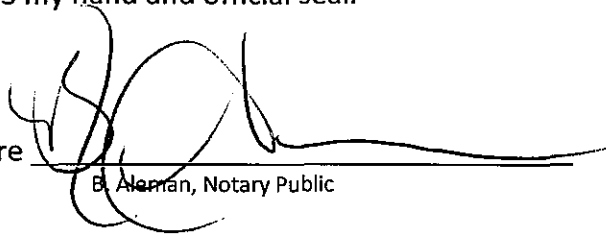
On MAR 17 2015 before me, B. Aleman, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature


B. Aleman, 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.

Certificate No. 6639327

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American 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 New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashraf Elmasry; B. Aleman; Daravy Mady; Edward C. Spector; James Ross; KD Conrad; Kristine Mendez; Lisa K. Crail; Marina Tapia; Misty Wright; Nathan Varnold; Paul Rodriguez; Simone Gerhard; Tracy Aston

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 11th day of July, 2014.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Montgomery Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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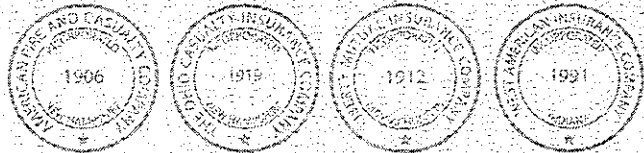
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By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SUBJECT: LANDSCAPE MAINTENANCE SERVICE FOR CITY PARKS, PRESERVATION PARKS AND CEMETERIES

BID # ESC-0319-15

OPEN DATE: 1/7/15

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Two (2) years from date of award with two (2) two (2) year renewal options

FOR: Mowing and Landscape Maintenance

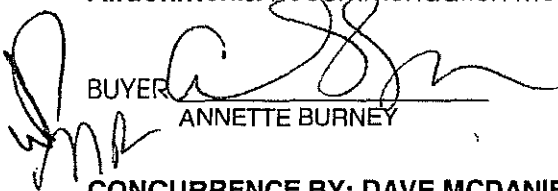
BASIS OF AWARD: Highest Point Accumulation and Geographical Service Area Based on the Most Qualified Proposer

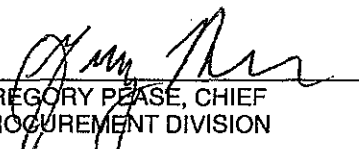
NUMBER OF BIDS INVITED: 51 NUMBER RECEIVED: 3 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to the highest scoring responsive, responsible bidders, ValleyCrest Landscape Maintenance, for the North Area in the amount of \$2,050,571.08 and J & D Maintenance and Services for the South Area in the amount of \$1,448,759.20. Period of service is for two (2) years from date of award in the total not to exceed expenditure in the amount of \$3,499,330.28. To be encumbered by account PWML011-03410 and executed by formal contract thru the Office of General Council.

Attachments: Recommendation Memo, Tabulation, Scope of Work, Matrix and Scoring Sheet

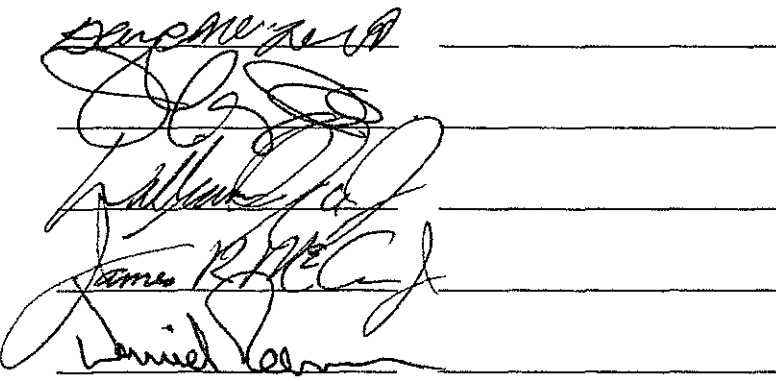

BUYER
ANNETTE BURNEY

RESPECTFULLY SUBMITTED 
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: DAVE MCDANIEL, CHIEF, MOWING & LANDSCAPE MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE


MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 02/12/15



OTHER: _____

ACTION OF AWARDED AUTHORITY

DATE 2/13/15

APPROVED 

DISAPPROVED: _____

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

OTHER: _____

SIGNATURE OF AUTHENTICATION

