

8278-01
Amd 5

**AMENDMENT NUMBER FIVE TO CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
VALLEY CREST LANDSCAPE MAINTENANCE, INC.
FOR
CITY-WIDE PARK MOWING & LANDSCAPE SERVICES IN THE NORTH AREA**

THIS AMENDMENT NUMBER FIVE to Contract is executed as of this 18 day of July, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City"), and VALLEY CREST LANDSCAPE MAINTENANCE, INC., a Florida profit corporation (hereinafter the "Contractor") with mailing address at 24151 Ventura Boulevard, Calabasas, California 91302, for City-wide mowing and landscape maintenance in the north area of the City of Jacksonville (hereinafter the "Project").

RECITALS:

WHEREAS, on February 27, 2009, the parties made and entered into City Contract # 8278-01 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Contract has been amended four (4) times previously; and

WHEREAS, said Contract should be further amended by increasing the maximum indebtedness by \$592,358.74 to a new cumulative maximum not-to-exceed \$7,299,335.08, such additional amount to be encumbered by individual blanket orders, and by extending the term from July 1, 2014, through December 31, 2014, unless earlier terminated, with all other provisions, terms, and conditions of the Contract remaining unchanged; now therefore

IN CONSIDERATION of the Contract and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration which the parties admit is legally sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Section 2 of said Contract is amended in part by increasing the Contract price by an amount not-to-exceed \$592,358.74 for the period July 1, 2014, through December 31, 2014, to a new cumulative maximum not-to-exceed \$7,299,335.08, such additional amount to be encumbered by individual blanket orders, and, as amended, shall read as follows:

“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 work in accordance with plans and specifications prepared by the City of Jacksonville bid numbered ESC-0302-09, bid date November 19, 2008, designated as *BID SPECIFICATIONS FOR CITYWIDE PARK MOWING & LANDSCAPE MAINTENANCE SERVICES (EVALUATED BID)*, 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 the said Contractor, and award therefor (hereinafter all collectively called the “Contract Documents”), now on file in the Office of the Division Chief of the Procurement Division of the City of Jacksonville, 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 SEVEN MILLION TWO HUNDRED NINETY-NINE THOUSAND THREE HUNDRED THIRTY-FIVE AND 08/100 USD (\$7,299,335.08), at and for the prices and on the terms contained in the Contract Documents. Increases in the maximum indebtedness may be encumbered by individual blanket orders.”

3. Section 8 of said Contract is amended in part by extending the term of the contract from July 1, 2014, through December 31, 2014, subject to earlier termination, and as amended shall read as follows:

“8. The period of service of this Contract will commence on January 23, 2009 and will continue in full force and effect until December 31, 2014, unless earlier terminated as provided in the Contract Documents. Notwithstanding the foregoing, the 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 the Contractor of such intent to terminate the Contract.”

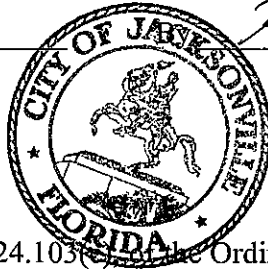
SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms and conditions of said Contract of February 27, 2009, as amended, shall remain unchanged and shall continue in full force and effect.

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.
Corporation Secretary



Alvin Brown
Mayor

Karen Bowling
CITY/OWNER Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

In accordance with Section 24.103 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], and all funding control checking shall be performed at the time said purchase orders are issued.

C. Powell
Director of Finance
Amendment #5 8278-01

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

VALLEY CREST LANDSCAPE
MAINTENANCE, INC.

Peggy Boorne
Signature

John Barlatto
Signature

Peggy Boorne
Type/Print Name

JOHN BARLATTO
Type/Print Name

Office Administrator
Title

CONTRACTOR