## ORIGINAL



### ADDENDUM 1: ITB #13-010 RIGHT OF WAY MAINTENANCE SERVICES

To all general contract bidders of record on the Work titled:

### RIGHT OF WAY MAINTENANCE SERVICES KEY WEST, FLORIDA

This addendum is issued as supplemental information to the ITB # 13-010 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

### Q1. What is the budget for this project?

A1. The current budget for this contract is \$329,400.

### Q2. Is a bid bond required at the time of submission for this ITB?

A2. Each Bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the amount bid.

Bidders must hold or obtain all Licenses as required by Florida State Statutes in order to bid.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes:

- A. Florida business license/ registration for the bidding company
- B. City business tax receipt, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.

Each bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the instructions to bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the bid amount.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

and Aller A. W. L. Sprans J. Las

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

The City of Key West hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work contact, Mr. Rod Delostrinos, Deputy Director of Community Services at 305-809-3751 or for appointment to visit the sites within the City for work that may be issued, contact Mr. Richard Sarver, Community Services Superintendent, via telephone; 305-809-3757.

At the time of the bid submittal, the Bidder must provide satisfactory documentation of State licenses. The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the County of Monroe and the City of Key West, within ten days of issuance of Notice to Award. Permit and/or license requirements and subsequent costs are located within the bid documents.

The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

### **BID SECURITY**

Bids must be accompanied by cash, a certified check, or cashiers check drawn on a bank in good standing or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located in the amount of five percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 days after bid opening and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where state statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

### **RETURN OF BID SECURITY**

Within 15 days after the award of the Contract, the Owner will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

### **FAILURE TO EXECUTE CONTRACT**

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid and the bid security shall be retained as liquidated damages by the Owner and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

### FLORIDA BID BOND

BOND NO.
AMOUNT: \$ 324,900
KNOW ALL MEN BY THESE PRESENTS, that LIBERTY MUTURE INSURANCE
CONDANY
hereinafter called the PRINCIPAL, and Surery
a corporation duly organized under the laws of the State of CAUFORNIA
having its principal place of business at 450 PLYMOLTH ROAD, PLYMOLTH MEETING, PA
in the State of CAUFORMIA
and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto City of key west
hereinafter called the OBLIGEE, in the sum of THREE HUNDRED TWENTY FOLD THOUSAND NINE HUNDRED DOWARS
DOLLARS (\$ 324,900 ) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.  THE CONDITION OF THIS BOND IS SUCH THAT:
WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for Right of Way Maintenance Services, Key West, Florida, said Bid, by reference thereto, being hereby made a part hereof.
WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), 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:

RIGHT OF WAY MAINTENANCE SERVICES

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working 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 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

\_ day of \_ MARCH

PRINCIPAL VALLEY CREST LAWASCAPE MAINTENANCE INC
SURETY LIBBARY MUTTER INSURANCE COMPANY
By  Mania Pena  Attorney-In-Fact

2013.

Q3. Can you provide a previous bid tabulation for this project?

Signed and sealed this 29<sup>re</sup>

## **Document A310<sup>™</sup> - 2010**

Conforms with The American Institute of Architects AIA Document 310

### **Bid Bond**

### **CONTRACTOR:**

(Name, legal status and address)

ValleyCrest Landscape Maintenance, Inc. 4155 East Mowry Drive Homestead, FL 33030

#### OWNER:

(Name, legal status and address)

City of Key West P.O. Box 1409 Key West, FL 33041

#### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company Interchange Corporate Center 450 Plymouth Road, Suite 400 Plymouth Meeting, PA 19462

**Mailing Address for Notices** 

Liberty Mutual Insurance Company 330 N. Brand Blvd. Glendale, CA 91203 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of the Amount Bid

#### PROJECT:

(Name, location or address, and Project number, If any)

ITB #13-010 Right of Way Maintenance Service City of Key West, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full lorce and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

29th

day of

March, 2013

(Witness)

By:

(Witness)

Libe

Court

Walley Crest Landscape Maintenance, Inc.

(Seal)

By:

(Seal)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title)

Maria Pena,

Attorney-in-Fact

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California			
	) ss		
County of Los Angeles	)		
OnMaria Penaperson(s) whose name(s) is/	_, who proved to me	on the basis of satisfac	ic, personally appeared ctory evidence to be the
that he/she/they executed			
his/her/their signature(s) on	the instrument the	person <del>(s)</del> , or the entit	y upon behalf of which
the person(s) acted, executed	d the instrument.		
I certify under PENALTY OF P paragraph is true and correct		ws of the State of Calif	ornia that the foregoing
WITNESS my hand and officia	al seal.		
NOEMI QUIROZ Commission # 1940525 Notary Public - California		0 1	
Los Angeles County My Comm. Expires Jun 26, 2015		VIII O	$\left( \right) n$

Noemi Quiroz, Notary Public

(Seal)

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. NAKAMURA; E. S. ALBRECHT, JR.; LISA L. THORNTON;
MARIA PENA; NOEMI QUIROZ

all of the city of LOS ANGELES, state of 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 the reto this 20th day of August 2012

CORPORATA









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

Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON COUNTY OF KING

Not valid for mortgage, note, loan, letter of credit, bank deposit,

interest rate or residual value guarantees

August 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 , 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 aftorney-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 biding 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 sald 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

TY INS SEAL SEAT

David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC LMS 12873 041012

1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day. this ŏ

## INTEROFFICE MEMORANDUM

To: R. B. Havens, Manager Public Works

CC: Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Date: January 2, 2008

Subject: RIGHT-OF-WAY MAINTENANCE SERVICE PROVIDER; RFP #14-007

Attached for your review are copies of the bids opened Wednesday, January 2, 2008 at 3:00 p.m. in response to the above referenced project.

		4-Mar	R-O-W Service	2-Man Pressure Washing Crew
1.	Charley Toppino & Sons, Inc.	. Crew Per Day	\$ 923.00	\$ 297.95
	P O Box 787	5-Day Work Week	\$4,615.38	\$1,489.75
	Key West, FL 33040	Weekends/Holidays	\$1,084.25	\$ 297.95
2.	E & E Concrete of Key West	Crew Per Day	\$1,646.79	\$ 823.40
	3322 Riviera Drive	5-Day Work Week	\$8,233.95	\$4,117.00
	Key West, FL 33040	Weekends/Holidays	\$2,470.19	\$1,235.10
3.	Key West Landscaping, Inc.	Crew Per Day	\$ 896.00	\$ 448.00
	730 Duval Street	5-Day Work Week	\$4,480.00	\$2,240.00
	Key West, FL 33040	Weekends/Holidays	\$1,024.00	\$ 512.00
4.	Neighborhood Maintenance	Crew Per Day	\$ 960.00	\$ 480.00
	& Janitorial Service	5-Day Work Week	\$4,800.00	\$2,400.00
	P O Box 924350 Miami, FL 33092	Weekend/Holidays	\$1,536.00	\$ 720.00

FROM THE DESK OF... CHERYL SMITH, CMC, CPM

CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040
(305) 809-3835
Fax: 809-3833

CS/sph

RFP 14-007 Right of Way Maintenance

### **END OF ADDENDUM No. 1**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Jose Sereda

VALLBYCAEST

Signature, Name & Name of Business

Notice to Bidder: Use Black Ink or Type For Completing the Form.

### PROPOSAL

To: The City of Key West

Address: PO BOX 1409, Key West, Florida 33040

**Project Title:** RIGHT OF WAY MAINTENANCE SERVICES

**Project:** ITB #13-010

**BIDDER'S INFORMATION** 

Name: VALLEY CREST LANDSCAPE MAINTENANCE, INC

Address: 4155 & Mowry Da

Honestero, Fr. 33030

Contact Name: JOSE ZEPEDA

Email: JZEPEDA @ VALLEYCREST. COM

Telephone: 305 258 8011

Fax: 305 258 0809

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

### CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents.

### **CERTIFICATES OF INSURANCE**

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

### PERIOD OF CONTRACT

Contract period shall be for five (5) years.

### **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. , , , , , , , , , , , , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

### **PUBLIC ENTITY CRIMES**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### ADDITIONAL INFORMATION REQUIRED IN PROPOSAL

The Bid shall fulfill the requirements as described in Section 4: Summary of Work.

The Bidder shall include with the Bid Form the following:

• A description of any previous or existing legal action against the Bidder within the past five (5) years.

### **BID RESPONSE FORM A**

BID 13-010

Right of Way Maintenance Service Provider Dollar amount written in words has precedence.

Cost to provide three (3) full time employees along with one (1) professional onsite full time supervisor and all equipment necessary to perform maintenance on City streets, easements, alleys, and sidewalks based on an entire work month.

Three Employee and One		w per day	\$_	850.32	
Dollar amount written in v	vords				
\$ EIGHT HUNDRED T	wenty dollars	AND TWENTY	FIVE CEN	75	
Three Employee and One a Dollar amount written in w		w per five day wo	ork week \$_	4,101.28	
\$ Four THOUSAND (	one Hunageo an	e one porta	ins AND	TWENTY EIGHT	CENTS
Three Employee and One ! Holidays Dollar amount written in w		v per day on Wee	kends/ \$_1	1,230.38	
DUE THOUSAND	two Hunanes	THIRTY DOLL	ARS AND	THIRTY EIGHT	CENTS
$\bigcap$					

Signature of Bidder

Sose ZEPGOA
Printed Name and Title

### **BID RESPONSE FORM B**

BID 13-010

Right of Way Maintenance Service Provider Dollar amount written in words has precedence.

Cost to provide two (2) full time employees and all equipment necessary to perform high pressure cleaning services and gum removal for City streets, sidewalks and street furniture based on an entire work month.

Two Em	olovee Pressu	re Wash	ning Crew per	days 4	10.12		
Dollar ar	nount written	in word	ls		i file y if		
\$ Four	Hunonea	TEN	Douans	A~0	TWELVE	CENTS	
	oloyee Pressu nount written		ning Crew per Is	five day	work wee	k	\$ 3,050. 63
\$ TWO	THOUSAND	ANO	FIFTY SOLI	lans	AND SI	kty Two	CENTS
	nount written ∤u∾ones		s N Douan	S Awa	ь Е16ите	EN CENT	<b>S</b>
	0						
Signature	of Bidder						
Jose ?	lepena P	NANCH	MANAGER				
	ame and Title	e					

## BID 13-010

Right of Way Maintenance Service Provider Dollar amount written in words has precedence.

Cost to provide three (3) full time employees and all equipment necessary to perform maintenance in City Parks and recreation areas based on an entire work month.

Three Employee Park Maintenance Crew per day Dollar amount written in words	\$_615.19
\$ SIX HUNDRED FIFTEEN DOLLARS AND NINETEEN CENTS	
Three Employee Park Maintenance Crew per five day work week Dollar amount written in words	\$ 3,075.96
\$ THREE THOUSAND AND SEVENTY FIVE DOLLARS AND NIN	ETY SIX CENTS
Three Employee Park Maintenance Crew per day on Weekends/ Holidays Dollar amount written in words	\$ 922.78
\$ NINE HUNDRED AND THENTY TWO DOLLARS AND SEVENT	EIGHT CFNTS
Signature of Bidder  JOSE ZEDEDA BRANCH MANAGER	
Printed Name and Title	

SUBCONTRACTORS	- N	A

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Contract: N/A	
Name: MA	
Address: P/A	
Portion of Contract: N/A	
Name: N/A	
Address: N/A	
Portion of Contract: NA	
Name:	
Address: N/A	
BIDDER	
The name of the Bidder submitting this Bid is:	VALLEY CARST
Doing business at 4155 E Mowny	Drive
City Homesteas	State Fi. Zip 33070
Telephone No. 305 258 8011	

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
CHANLES GONZALEZ	REGIONAL UP
Jose Zepeda	BOANCH MANAGER
If Corporation	
IN WITNESS WHEREOF the undersigned corporation has and its seal affixed by its duly authorized officers this 27	s caused this instrument to be executed day of, 2013.
(SEAL)	
Name of Corporation  By: JOSE ZEPENA	
Title: Brance Manager	
Attest:	
Secretary	
If Sole Proprietor or Partnership	
IN WITNESS hereto the undersigned has set his/her/its has 2013.  Signature of Bidder	nd thisday of,
Title	

### 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

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

### PROJECT ITB #13-010: RIGHT OF WAY MAINTENANCE SERVICES

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

#13-010				
VALLEY	CREST	Marian III MALA		
			*	
This sworn sta	tement is sub	mitted by		
This sworn sta	tement is suo		LEYCREST	
	н Т	(Name	of entity submitti	ng sworn statement)
whose busines		100		
1 1 10 10	4	1155 E Mow	ry on.	
	Ł	HOMESTEAD, F	1. 33030	and (if
applicable) its	Federal Empl	lover Identification	on Number (FEIN	I) is
				, include the Social
Security Numb	per of the indi	vidual signing th	is sworn statemer	ıt.)
My name is	Jose 2	EPESA		an
relationship to	•		W	**
	(Pleas	se print name of i	individual signing	g)
the entity name	ed above is	PERSONALLY	KNOWN,	Brance BANGE
		ALC:		
I understand tl	nat a "public	entity crime" as	defined in Parag	raph 287.133(1)(g),
	s a violation			person with respect
			writh oner muhlic	entity or with an age
directly related				
directly related political subdiv	vision of any	other state or wit	h the United State	es, including but not
directly related political subdiv to, any bid or	vision of any contract for	other state or wit goods or service	h the United States s to be provided	es, including but not to any public entity
directly related political subdiv to, any bid or agency or poli	vision of any contract for tical subdivis	other state or wit goods or service sion of any other	h the United States to be provided state or of the U	

- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  - 1. A predecessor or successor of a person convicted of a public entity crime: or
  - 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting 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.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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 management of an entity.
- 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

 _ The entity submitting this sworn statement, or one or more of the officers, directors,
executives, partners, shareholders, employees, members, or agents who are active in
management of the entity, or an affiliate of the entity has been charged with no
convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate
which additional statement applies.)

\_\_\_There has been a proceeding concerning the conviction before a hearing of the State

of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
The person or affiliate was placed on the convicted vendor list. Them has been a subsequent proceeding before a hearing officer of the Sate of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of Community Services.)
(Signature)  (Date)
STATE OF FLORIDA
COUNTY OF MIAMI DADE
PERSONALLY APPEARED BEFORE ME, the undersigned authority,  who, after first being sworn by me, affixed his/her signature in the (Name of individual signing)
space provided above on this 2 day of APaic , 2013.
My commission expires:  NOTARY PUBLIC
PATRICIA SOTO  MY COMMISSION # EE 142928  EXPIRES: November 1, 2015 Bonded Thru Notary Public Underwriters

### ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-010: RIGHT OF WAY MAINTENANCE SERVICES
STATE OF FLORIDA )
: SS
COUNTY OF MONROE )
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will
be paid to any employees of the City of Key West as a commission, kickback, reward or gift,
directly or indirectly by me or any member of my firm or by an officer of the corporation.
Ву:
Sworn and subscribed before me this
day of APR., , 2013.
PATRICIA SOTO MY COMMISSION # FE 140000
NOTARY PUBLIC, State of Florida at Large  EXPIRES: November 1, 2015 Bonded Thru Notary Public Underwriters
My Commission Expires: 11/1/15

### **EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA	) : SS	
COUNTY OF MONROE	)	
I, the undersigned hereby duly swo	orn, depose and say that the firm of	wey crest
	ners of its employees on the same basis a Key West Code of Ordinances Sec. 2-79	
Ву:		
Sworn and subscribed before me the	nis 2 day of April	2013.
NOTARY PUBLIC, State of Florid	da at Large	
My Commission Expires:	PATRICIA SOTO MY COMMISSION # EE 142928 EXPIRES: November 1, 2015 Bonded Thru Notary Public Underwriters	

\* \* \* \* \* \*

### **COMPANY INFORMATION**

ValleyCrest Landscape Maintenance, Inc

South Florida & The Keys Locations:

16400 NW 127<sup>th</sup> Ave Miami, FI 33018

4155 E Mowry Drive Homestead, Fl. 33030

24 Dockside Lane Key Largo, FI 33037

MORE INFORMATION ABOUT OUR REGIONAL & NATIONAL LOCATIONS VISIT: 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 boon in Los Angeles. ValleyCrest first began offering landscape maintenance services in 1970 in California, and by 1978, had grown to be the first operation of its kind to open branch offices in multiple states. Today, ValleyCrest Landscape Maintenance, with operations in 22 states, the Caribbean and Puerto Rico, is the largest and fastest-growing division within the company.

### **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

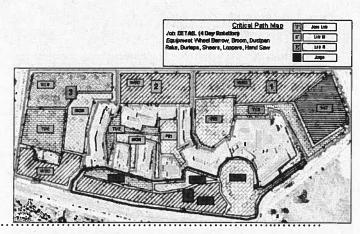
We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unmatched responsiveness. To meet this goal, we continually 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.

## 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.

Customer Contact:			BED DETAIL	
Phone:			5 Crisp Bed Lines, deep edges, weed free	
STATE OF THE PARTY		4	Small weeds, good edges, straight lines	
Top 3 Customer Priorities:		3	Edges need to be sighter, some uneven, weeds present	
		2	Crooked lines, some big weeds	
	5	0	Unacceptable	
	and the second		TOTAL POINTS_	
2	5			
		8	Perfect no weeds in sidewalks, ourbs, asphault, etc.	
•		4		
SUMMARY			A few small weeds, but all sprayed	
		2	A few small weeds, but not sprayed yet	
CUSTOMER PRIORITIES	15 2	2	Some big weeds	
TURF QUALITY	15 0	D	Unacceptable	
TREE & SHRUB CARE AND PRUNING	10 0		TOTAL POINTS	
SEASONAL COLOR	15 0			
BED DETAIL	5 2		TRASH DETAIL	
HARDSCAPE DETAIL	5 9			
		10	Exceptionally Clean- No Trash	
TRASH DETAIL	10 3	В	Entryways clean and neat, minimal limbs, etc.	
IRRIGATION	10 2	ē	Minor litter problems, relatively new	
OVERALL APPEARANCE	10 9	4	Some limbs, trash, pine cones	
PPE and EQUIPEMENT	5 6	2	Unsightly older tresh and debris on site	
POSSIBLE POINTS	100	0	Unacceptable	
POSSILLE POINTS	100	U		
			TOTAL POINTS_	
TOTAL POINTS AWARDED	0			
	Web State		IRRIGATION	
SCORE (POSSIBLE POINTS/TOTAL POINTS AWARDED)	100 0	18	Clocks mapped, proper water management	
	CONTRACTOR OF THE PARTY OF THE	8	Not 100% coverage, overwatering etc.	
		8	No Maps, too set or dry	
TURE QUALITY			Dry turf, zones not working	
Turi Appearance		-	TOTAL POINTS	
5 Expellent color and vigor				
4 Slightly off color but uniform			OVERALL JOB APPEARANCE	
3 Needs fartitization		10	Excellent curb appeal - orisp, clean, green, no safety hazards	
2 Streaked from poor fertilizer application		8	Very good outb appeal - very few production deficiencies	
0 Unacceptable		6	Curb appeal OK, not noticibly different from neighboring proper	
Section Pa	ints	4	Below average	
Weed Control		2	Poer overali	
4 Expellent, weed free turl		0	Unacceptable	
3 Minor broadless, minor grassy weeds			TOTAL POINTS	
2 Manor waved problem, 1 or 2 weeds per 1,300 # most of job			PARTY OF THE PARTY	
† Needs substantial weed control			CREW SAFETY	
			PP&E on all crew members, truck and equipment	
0 Unecoeptable		8	coned and looked	
Section Po	ints	0	Unacceptable	
Mowing			TOTAL POINTS_	
3 Excellent appearance, good mow patterns, detail crisp overall				
2 No pattern mowing, otherwise orlsp, minor scalping				
Fair appearance, some rutting, scalp spots and unevenness			PROPERTY NOTES	
Clippings visible, runs, dull blades				
Unecceptable, Mower damage to trees or fixtures				
Section Per	nts	110		
Overall Appearance				
3 Perfect, lush color, excellent patierns crisp detail				
2 Good calor, minor wireds, details ok				
Slightly off color or minor light stress, detail marginal				
Over watering, off color, stress in key areas.		1100		
0 Needs ferfilizer (streaked or overdue), weeds, detail weak			SI SINCER SECTION IN	
<ol> <li>Poor overali appearance, weeds, not uniform, not acceptable</li> </ol>				

## EMERGENCY RESPONSE TEAM READY WHEN YOU NEED US

With dozens of locations across Florida and more than 2,200 employees in the state, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes / water spouts, and severe weather.

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



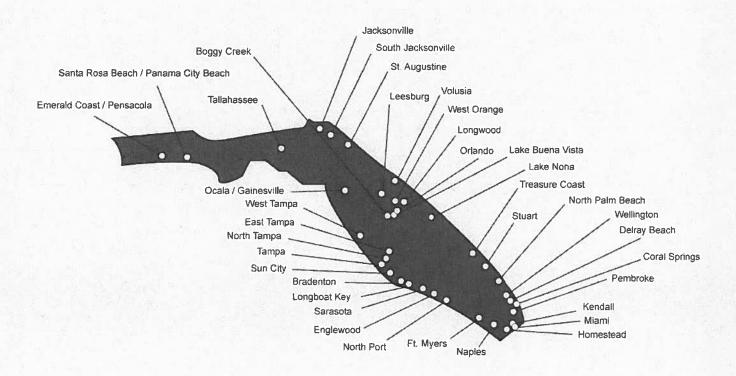
### **COMMUNICATION CATERED TO YOUR STYLE**

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

# EMERGENCY RESPONSE TEAM READY WHEN YOU NEED US

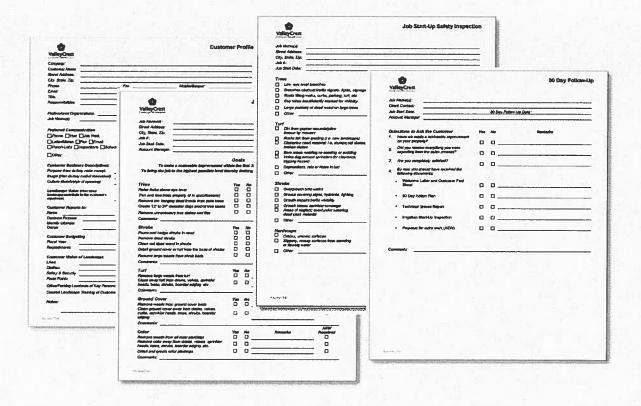
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### **PROACTIVE COMMUNICATION**

- · Walk your property with you to continually be aware of your priorities
- Supply staffing, irrigation and horticultural schedules weekly
- Report our daily maintenance activities as often as you prefer
- · Provide digital photos to verify technical issues, damage and plant and tree health
- · Attend meetings at your request to present reports and educational content



### YOUR FULL SERVICE LANDSCAPE EXPERT

Over the past 60+ years, ValleyCrest Landscape Companies has become the most trusted name in our industry. We are relied upon to design, maintain and enhance unique places of lasting beauty across the country and around the world. Our track record has demonstrated our unparalleled knowledge and technical ability, outstanding customer service and retention, relentless execution and a true understanding of customers' needs.

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

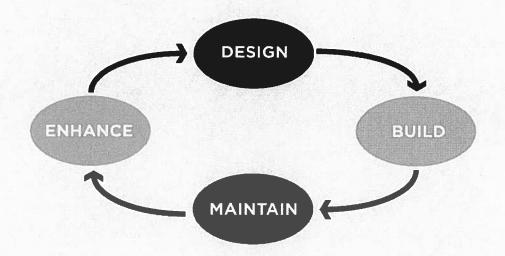
## LANDSCAPE DESIGN AND PLANNING

- Landscape architecture
- Master planning
- Sustainable design
- Theme development
- Design guidelines
- Hardscape
- Site furnishings selection

### LANDSCAPE CONSTRUCTION

- Pre-construction planning
- · Integrated design-build
- · Concrete & hardscape
- Sports field construction
- Irrigation installation
- Fountains and water features

At every stage of your property's lifecycle, ValleyCrest is here to take care of your landscape. View over 100 case studies on our work and learn more at www.valleycrest.com.



### 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

Safety is the number one priority at ValleyCrest Companies. We are committed to providing a safe working environment for our employees. Each branch has one dedicated employee serving as Safety Officer. Weekly national safety conference calls are held with the President, Regional Managers, Branch Managers, Regional Safety Officers and Branch Safety Officers to review incidents and determine proactive training for further prevention.

Through dedicated personnel and leading edge programs providing safety training, the safety record for ValleyCrest Companies remains outstanding. Our self-insured program consistently returns the maximum dollars permitted under the law.

ValleyCrest's executive management is so focused on the safety of our employees they have a unique tradition...giving away Ford trucks to safe workers! Field employees with a perfect safety record for the year are eligible for a random drawing for one of five new trucks. This has become an annual event at ValleyCrest Companies.

# VALLEYCREST COMPANIES PRESENTS FORD TRUCKS TO SAFETY WINNERS

Nation's leading landscape company rewards employees for working safely.



### SAFETY TRAINING

The following is supporting evidence of our commitment to safety and how we communicate and reinforce "best practices" at every level and employee job type in our operation.

### ValleyCrest Weekly Tailgate Meetings

Weekly tailgate meetings play a vital role in keeping safety topics and practices on the minds and in the hearts of our employees. They provide meaningful and relevant information to keep our crews informed about our safety program, and aware of any accidents or near misses occurring within the last week. These meetings also provide a platform to discuss potential dangers on the job, how to avoid accidents and injuries, what to do in case of an accident or injury, as well as provide documentation of participation in the program.

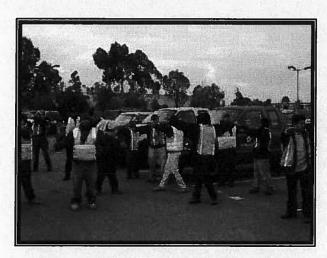


As part of the overall safety program, these meetings spearhead our consistent commitment to the health and safety of our employees, clients and the public.

### **How We Communicate Safety**

Crew Leaders present safety topics during weekly field meetings with the entire crew. This includes landscape maintenance, irrigation and enhancement crews, as well as tree care services.

Including questions during the meeting can help assure they understand the topic as well as maintain their interest. Incorporate "Q & A" especially with the photos provided which indicate the proper and improper scenarios for our operations.



Morning stretches are a positive approach to safety: Our employees enjoy a regular morning routine to help reduce back strains and other work comp injuries.

Meetings are documented using the "Weekly Safety Tailgate Meeting" form available in English or Spanish from the intranet and the Corporate Safety Manual. The completed report is submitted weekly by the Crew Leader to the Branch Safety Officer or Office Manager. On-site safety meetings should also be held more frequently with crews on the job site. During these visits general topics are also reviewed such as housekeeping, setting good examples, maintaining a safe work site and reviewing expectations for the site.

### **Key Safety Topics**

Topics for discussion are issued by the Safety Officer or Office Manager

from the weekly conference calls. Branch offices also include other information relating to the tasks currently being performed. Other topics may include "Working in Hot Weather" when temperatures and/or humidity are high, and "Hand Tool Safety" when planting and hand work is scheduled.

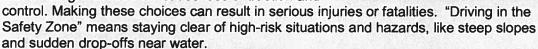
### Wearing a Seatbelt Avoids:

- · Safety citations and traffic violations.
- ValleyCrest driver points which could lead to possible suspension of driving privileges.
- · Court and traffic school costs.
- Injuries during an accident

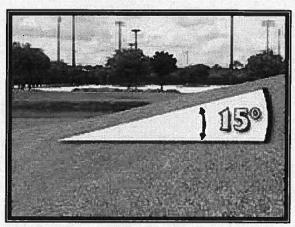
Most importantly wearing a seat belt improves your chance of returning home at the end of the day.

### **Rider Mower Safety is Important:**

Mowing too close to sudden drop-offs, steep inclines, retaining walls or unstable ground surrounding ponds and drainage ditches can cause loss of traction and







### The Timing of Safety Meetings is Important

Meetings are conducted when all crewmembers can be brought together (i.e. when first starting work or just before lunch). Meetings are usually at the start of the workweek to set the tone for the rest of the week. These meetings are also a good time to review known dangers on the site as there may be new crew members and changing conditions on our jobsites. We ensure our branches are conducting effective weekly tailgate meetings. Participating with our crews is mandatory and encourages safe practices – these 15 - 20 minutes each week make a difference.

## The ValleyCrest Safety Department demonstrates our commitment to:

- Provide a safe work environment and safety culture that places the highest level of value on the health and welfare of our employees.
- Instill a sense of ownership and encourage excellence in all aspects of safety.
- Provide safety and regulatory compliance training that insures our employees have the tools to perform in a safe and productive manner.
- Promote safety as each employee's responsibility and endorse as a way of life at work and at home

....because it's the right thing to do.

#### FIELD TRAINING & DEVELOPMENT PROGRAM

ValleyCrest Companies commitment to training incorporates positive discipline and a focus on Quality and Results. Training provides our employees with knowledge, ideas, and tools to deliver outstanding customer service and performance.

The focus of the training courses evolves around our Core Values:

- Safety
- Integrity
- Teamwork
- Quality

- Innovation
- Performance
- Customer Focus
- Employee Focus

The training includes key topics such as:

- Customer Satisfaction
- ValleyCrest Culture
- Operations
- Horticulture
- Crew management
- Financial Management
- Business Development

As a company we understand highly trained employees provide outstanding customer service. Our philosophy is to train and re-train our employees. Continuous training contributes to improved morale and retention. Over 1/3



VCLM President, Roger Zino and Vice President, Nada Duna discussing quality inspections with an Account Manager class

of our workforce has been with the company for 10 years or longer.

## **ACCOUNT MANAGER TRAINING PROGRAM**

Management training includes both formal training in group settings, ongoing training support available on line and in field shadow programs. Account Managers at ValleyCrest Landscape Maintenance undergo a 5 course training regimen consisting of a total of 15 classroom days. Newly hired horticulturalists work through a detailed learning process over 2 years to learn the skills of an Account Manager.

#### **OPERATIONS MANAGER TRAINING PROGRAM**

Operations Managers at ValleyCrest Landscape Maintenance undertake a 4 training session consisting of a total of 14 days. Each session focuses on a specific discipline

- Employee Leadership
- Client Relations
- Operational Excellence
- Financials

Each manager performs pre-work and follow-up testing for each program with a certification process conducted by senior managers at the end. Account Managers work through a detailed learning process providing the skills necessary to succeed as an Operations Manager.

#### **RRIGATION TRAINING**

Regional Irrigation Leaders complete 5 sessions of training consisting of a total of 25 days. The Regional Irrigation Leader provides certification training to Irrigation Technicians on the mechanics of an irrigation system, conducting a monthly inspection and repairing components.

#### **GARDENER TRAINING PROGRAM**

The Gardener Training Series provides consistent training of landscape maintenance employees across all of our operations nationwide. The series allows for significant hands-on training at all levels, providing a specific career path for entry-level operations employees.



Learning how to conduct a water audit

The purpose of this program is to develop associates who safely and successfully perform job requirements, without direct supervision, to the complete satisfaction of the client.

#### Training Series Progression:

- Gardener 1 Focuses on the employee's orientation to ValleyCrest Companies, completing the "Basic Gardening Skills Certification" and certification on the basic pieces of power equipment. Certification requirements include a checklist of over 100 points, a field evaluation and a written test.
- Gardener 2 Centers on quality work standards, quality client relations, completing the "Advanced Gardening Skills" and certification on advanced pieces of landscaping power equipment.
- Gardener 3 (Lead person) Focuses on developing competency in basic supervisory skills, learning necessary ValleyCrest forms, becoming certified in irrigation systems management and basic pruning.
- Gardener 4 (Crew Leader) Centers on developing competency advanced pruning, plant identification, chemical application and becoming certified on truck and trailer, large riding mower and aerator.

- Gardener 5 (Senior Crew Leader) Focuses on developing advanced supervisory skills, managing field operations, maintaining equipment and finetuning crew training skills.
- Gardener 6 (Production Manager) Centers on assisting the Production Trainer on field training, demonstration of advanced supervisory skills, project quality, crew productivity and crew safety.
- Gardener 7 (Production Trainer) demonstrates competency on Team Training, Team Safety, Team Productivity and Team Communication. Must be certified in Irrigation Management, Seasonal Color Maintenance, Pruning Techniques and Production Cross Training. The Production Trainer is responsible for recruiting, hiring and training of crew level employees to ensure a high quality workforce and high retention.

### **EXAMPLES OF PAST & PRESENT MONROE COUNTY WORK**

**CHEECA LODGE - 4 YEARS** 

**BAPTIST MARINERS HOSPITAL - 2 YEARS** 

OCEAN REEF COMMUNITY - 20 YEARS

**OCEAN REEF RESORT - 20 YEARS** 

LITTLE PALM ISLAND - 5 YEARS

**MONKEY KEY - 1 YEAR** 

# MANAGEMENT

**Gerry Pacina** 

**Account Manager** 

Education

H.S. Diploma - Homestead

Licenses/Certificates

**Pest Control Applicator License** 

**CPR Trained & Certified** 

**BMP** Certified

**FNGLA Horticulturalist** 

Irrigation Association member

Years Experience

Twenty Five (25) Total Years Experience, Fourteen (14) with VCLM

Successfully managed Town of Cutler Bay & City of Homestead Currently manages 30 employees + 2 operations managers

Vicente Fernandez Sr Account Manager/Operations Manager

Education

A.A. Degree in Landscape Design - Miami Dade Community

College

A.A. in Accounting - University of South Florida

Licenses

Pest Control

**Operational License** 

Years Experience

Twenty-six (26) Total Years Experience, Ten (10) with VCLM

Successfully managed Town of Miami Lakes and City of Weston.

# Tracy Bradley Sports Turf Manager

Years of Experience

Twenty (20) Total Years of Experience, Eight (8) with VCLM

Successfully managed all parks at Town of Miami Lakes, City of Miramar, Village of Pinecrest, and Village of Key Biscayne

Has managed and maintained athletic fields for MLB (regular season, playoffs, and World Series), NFL (regular season and Super Bowl), and World Cup Soccer at Dolphin Stadium and the Orange Bowl

# **Key Personnel**

Jose Zepeda Branch Manager

Education

B.S. Degree – Agriculture, Universidad Honduras

Licenses

Certified Pest Control Operator, State of Florida

Landscape Professional- ALCA

Years Experience

Twenty (20) total years experience, Fifteen (15) with VCLM

### **Edward Goodall** Operations Manager

Education

Nurseryman Professional – Miami Dade Community College

Licenses

**Certified Nursery Professional** 

Years of Experience

# Nineteen (19) Total Years Experience, eleven (11) with VCLM

# Moises Diaz Production Specialist

Education

B.S. Degree - Agribusiness, University of Miami

Licenses

Pest Applicator

Years of Experience

Eight (8) Total Years of Experience, Three (3) with VCLM

### Corine Ferre Horticulturalist

Education

A.S. Degree - Landscape Designer, FIU

Licenses

Pest Applicator

BMP Certified "Train the Trainer"

**ISA Certified Arborist** 

**FNGLA Horticulturalist** 

**Professional Mangrove Trimmer** 

Years of Experience

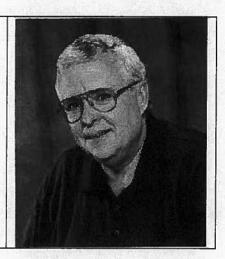
Twenty (20) Total Years of Experience, Five (5) with VCLM

# Barry C. Troutman, Ph.D.

ValleyCrest Companies, Vice President, Technical Services

### **Educational Background:**

The Ohio State University, Columbus, Ohio. Bachelor of Science Degree. Botany.
University of Rhode Island, Kingston, Rhode Island.
Master of Science Degree. Weed Science.
University of Arkansas, Fayetteville, Arkansas. Doctor of Philosophy. Weed Science.



### Professional Experience:

July, 1997 to Present: **ValleyCrest Companies**, Director and Vice President of Technical Services, providing Agronomic and Horticultural Support and Training for landscape development, landscape maintenance, and US Lawns divisions.

### Additional Professional Experience:

- > Technical Director, Massey Services, Inc. Provided technical and training support for the GreenUP Lawn Care and Subterranean Termite Divisions.
- Director of Education, Professional Lawn Care Association of America. Development of training programs for the industry, including OSHA Hazard Communication Compliance Program, Spill Readiness Training, and Educational Program for the Annual Conference and Trade Show.
- > Zone Technical Service Manager and Research Weed Scientist ChemLawn Corporation.

#### **Professional Associations:**

- > Florida Certified Pest Control Operator # 6948.
  - Lawn and Ornamental
    General Household Pest Control
    Termite
    Fumigation
- Certified Trainer .Florida Friendly Best Management Practices For the Protection of Florida Waters by the Green Industry Cert # T-GV001482-2
- Georgia Turfgrass Association. Member and Past President
- ➤ Lawn and Landscape Magazine 2002 Industry Leadership Award

# **Methodology/Approach to Providing Services**

ValleyCrest takes a practical, customer-focused approach to delivering landscape services. ValleyCrest will staff the city with the appropriate staffing and requirements set forth in the ITB. This team will consist of highly trained and equipment certified personal with strong tenured backgrounds in grounds maintenance, roadways and medians. An on site manager equipped with several modes of communication including a Blackberry (email), cell phone and two way radio will also be on staff.

We will provide additional ValleyCrest staff trained in complete agronomic care. These professionals have extensive knowledge of irrigation system management and programming, ET based systems, water conservation approaches, fertilization, herbicides, and Integrated Pest Management (IPM). These teams will be dispatched to aid and assist our on site team as needed. We will have a complete array of specialized equipment on site including all two cycle equipment, utility vehicles, spray and fertilization units.

ValleyCrest will perform initial inspections. This inspection will include soil testing with lab analysis and follow up applications to correct turf needs, an irrigation start up inspection, complete photograph inventory and start up conditions, safety, and hazard and security inspection.

An annual calendar of all services to be rendered throughout the year will be provided to the city immediately. A complete start-up report including findings plus recommendations for upgrades and enhancements will be provided within the first 30-60 days.

We pride ourselves on delivering on our promises. Satisfying customers is at the core of everything ValleyCrest does. ValleyCrest is fanatic about measuring and improving the way it creates and delivers upon client expectations. We use many report and follow procedures including customer surveys to measure our performance.

# **AVAILABILITY**

With dozens of locations across Florida and more than 2200 employees in the state, we can dispatch labor, equipment and materials faster than other landscape service provider.

Recruitment; Currently ValleyCrest has a dedicated recruiting Team involve in 26 Horticulture and Agriculture Colleges throughout the United States and Puerto Rico. Some of these schools include University of Florida, Ohio State, Auburn, Penn State, Mississippi State and the University of Puerto Rico. Our internship and success retaining these individuals is unparallel in the Industry. ValleyCrest also sponsors Scholarships and Industry training through recognized and accredited Landscape Associations.

# ► Value Delivery:

ValleyCrest takes a practical, customer-focused approach to delivering landscape services. We pride ourselves on:

- Delivering on our promises. Satisfying customers is at the core of everything ValleyCrest does. ValleyCrest is fanatic about measuring and improving the way it creates and delivers upon client expectations.
- Personal service based upon specific client needs. ValleyCrest trains, empowers, and provides incentives to local managers to make the decisions necessary to service and completely satisfy our customers. We strive to fully understand the needs of our customers and to address those needs with a personal level of service.
- Treating our customers' dollars as if they were our own. ValleyCrest leverages its scale and expertise to drive down labor and material expenses and passes those savings through to its customers.
- Anticipating and resolving problems before they arise. With 60 years
  in the landscape industry, a highly tenured workforce, and the best training
  in the business, ValleyCrest prides itself on bringing the right expertise to
  bear on landscape problems and resolving problems right the first time.

ValleyCrest has an unrivalled reputation in the private and public sector working successfully with owners, builders, developers and property managers to reshape the national landscape.

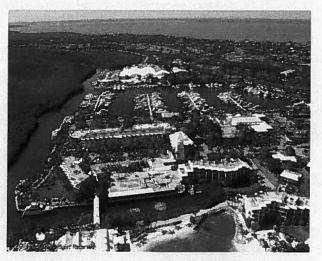
# **BIDDERS SUPPLEMENT**

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# **CUSTOMERS SOLD ON VALLEYCREST**

OCEAN REEF CLUB 24 DOCKSIDE LANE KEY LARGO VANCE CHASON 305.367.3067





"For over 15 years, the extensive landscape capabilities displayed by this organization enable a smooth transition from inception to completion under a single contract. They have never failed to deliver on-time and on-budget for even the most challenging projects presented."



Located In the northern most island of the florida keys; this 1400 acre resort property features tranquil gardens and lush, tropical landscape. Many of the palm trees and other plant material imported in have been tagged with its orgin and species name. We offer many of our current and potential customers a "palm tour" that displays our horticulture expertise and care for many of these exotic species.

# **LICENSES & CERTIFICATIONS**

# CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt Holder must meet all City zoning and use provisions. P.O. Box 1409, Key West, Plorida 33040 (305) 809-3955

VALLEY CREST LANDSCAPE MAINTEN Business Name CtlWbr: 0009504 26401 SW1107TH AVE 13-00011367 CONTRACTOR - SPEC COMMERCIAL LANDSCAPE Location Addr Lic NBR/Class October 11, 2012 Expiration Date September 30, 2013 Issue Date: License Fee \$98.70 Add. Charges \$0.00 Penalty \$0.00 Total \$98.70 Comments: This document must be prominently displayed. VALLEY CREST LANDSCAPE MAINTEN

4155 E. MOWRY DR.

HOMESTEAD FL 33033

VALLEY CREST LANDSCAPE MAINTEN
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MONROE COUNTY CERTIFICATE OF COMPETENCY

RECEIPT NO. 20006282 19SUE DATE 12/05/2011 20006282 CC: SP16 FEE DUE 190.00 COUNTY LIC# SP 3908 190.00 FEE PAID

THIS CERTIFIES THAT ZEPEDA, JOSE ADALBERTO

LANDSCAPING SPECIALTY CONTRACT IN GOOD STANDING AND THIS CERTIFICATE OF COMPETENCY IS VALID AND IN FORCE UNTIL 10/31/13

> ZEPEDA, JOSE ADALBERTO VALLEYCREST LANDSCAPE MNT., INC. 12455 S.W.124TH PATH MIAMI FL, 33186

MONROE COUNTY CERTIFICATE OF COMPETENCY THIS IS TO CERTIFY THAT ZEPEDA, JOSE ADALBERTO QUALIFIES AS A LANDSCAPING SPECIALTY CONTRACT THIS CERTIFICATE EXPIRES ON 10/31/13

UNLESS REVOKED ACCORDING TO LAW Sect Catalia BUILDING OFFICIAL



SPEC PLUMBER LAWN SPRINKLER

CC# D8-CLS-1 Expires 8/31/2013 Ref. 20810560 Cht# 09-9686

This recognizes that Cartos Victoria has completed the requirements for ADULT CPRIAED



DALLAS AREA CHAPTER Date Completed 12/16/2010
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Carlos Victoria



TRAINING CERTIFICATION

**Carlos Victoria** 

Has encodefully completed the Valley Creek course in

TRENCHING & EXCAVATION COMPETENT PERSON

Sederal, Shele and Local Regulations in militation to Walkin Crises Sederal Proceedings and Industry Streetways one one in criteria. to attala the configuration



has successfully completed Irrigation Training Technician Level I.

Date of Completion: September 9, 2008. Location of Course: Fort Meyers, Pl



ValleyCrest University Certifies that

Carlos Victoria

has successfully completed Irrigation Training Technician Level II.

Location of Course:



This is to certify that:

Corine Ferre

Certification # H36 5560

is a duly qualified

**FNGLA Certified Horticulture Professional** 

Expires: 3/31/2016

Florida Bepartment of Agriculture aud Consumer Berbices Pesticide Certification Office

Commercial Applicator License License# CM18589

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

HOMESTEAD, FL 33035

Issued: December 14, 2011

A service of the

Deep

Expires: December 31, 2015

of Licensee ADAM H. PUTNAM, COMMISSIONER

International Society of Arboriculture

**FNGLA Certified Landscape Designer** 

ISA Certified Arborist

Corine M. Ferre

Certificate Number:

This is to certify that:

Certification # D36 0050

Corine Ferre

is a duly qualified

Expires: 3/31/2016

FL-0260A

Expiration Date:

Dec 31, 2015

2012 Member

A STANSBURGER OF THE PROPERTY OF THE PARTY O

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

#### Corine Ferre

GV10728-1

GV10728 Trainee ID #

Traince

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF ENTOMOLOGY & PEST CONTROL

CORINE MARIE FERRE

LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF201849

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING February 25, 2017

DAMESSIONER

Signature

Corine Ferre

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