CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 266

RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO PACIFIC COAST LANDSCAPE & DESIGN, INC. FOR THE LANDSCAPE MAINTENANCE OF THE FAIRFIELD TRANSPORTATION CENTER, RED TOP ROAD & OLIVER ROAD PARK AND RIDE LOTS

WHEREAS, the bid opening for the Landscape Maintenance of the Fairfield Transportation Center, Red Top Road & Oliver Road Park & Ride Lots took place on October 20, 2015; and

WHEREAS, the apparent low bidder was Pacific Coast Landscape & Design, Inc. in the amount of \$32,880; and

WHEREAS, staff has reviewed the bid documents from Pacific Coast Landscape & Design, Inc. and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the contract to Pacific Coast Landscape & Design, Inc.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the Landscape Maintenance of the Fairfield Transportation Center, Red Top Road & Oliver Road Park and Ride Lots, are hereby approved.

Section 2. The City Manager is authorized and directed to enter into a contract with Pacific Coast Landscape & Design, Inc. in the amount of \$32,880.

Section 3. The Public Works Director is authorized to extend the contract for two (2) additional twenty four (24) month extensions with the same terms and conditions including a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner.

Section 4. The Public Works Director is authorized to implement the abovementioned contract.

RES. NO. 2015 - 266 Page 2

PASSED AND ADOPTED this 1st day of December 2015, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _

ABSTAIN: COUNCILMEMBERS: ____

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ATTEST:

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pw

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated 12 (CA) DU 14, 20 15, by and between CITY OF FAIRFIELD. party of the first part, (hereinafter called the "CITY"), and PACIFIC COAST LANDSCAPE & DESIGN, INC., party of the second part, (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY is the owner of real properties in the city known as

LANDSCAPE MAINTENANCE OF THE FAIRFIELD TRANSPORTATION CENTER, **RED TOP ROAD AND OLIVER ROAD PARK AND RIDE LOTS**

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the CITY and CONTRACTOR have agreed that CONTRACTOR shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to CONTRACTOR by the CITY, and that all other costs shall be paid by the CITY directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

The purpose of this Agreement is to assure continued Ι. Purpose. maintenance and care of the Improvements installed in accordance with the plans previously approved by the CITY.

Properties Subject to Agreement. The properties as herein referred to, 2. includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

(a) Specifications for Landscape Maintenance dated (b) The accepted bid dated

September 23, 2015 October 20, 2015

12/11/15

(c) Instructions to bidders,

September 23, 2015 City of Fairfield Standard Specifications and details dated January 1988 (d)

(e) Performance Bond dated

(f) Labor and Materials Bond dated

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. <u>Duty to Maintain Improvements.</u> CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Special Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. <u>Payment of Maintenance Costs.</u> CONTRACTOR and the CITY agree that commencing January 1, 2016, the CITY will pay CONTRACTOR the Contract Sum plus any approved extras for maintaining the covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 <u>Contract Sum.</u> The CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

LANDSCAPE MAINTENANCE OF THE FAIRFIELD TRANSPORTATION CENTER, RED TOP ROAD AND OLIVER ROAD PARK AND RIDE LOTS

BASE BID

Item					
No.	Item of Work	Unit	Quantity	Unit Price	Total Price
	Landscape Maintenance				
1.	(Fairfield Transportation Center)	Month	24	\$965	\$23,160
	Landscape Maintenance				
	(Oliver Road Park and Ride				
2.	Lot)	Month	24	\$295	\$7,080
	Landscape Maintenance				
	(Red Top Road Park and Ride				
3.	Lot)	Month	24	\$110	\$2,640
	TOTAL BID:		\$32,880		

4.2 Extra Work.

On occasion, the CITY may ask the CONTRACTOR to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: <u>Material + Overhead + Profit</u>.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____.

\$75.00/hour

All extra work shall be approved in advance in writing by the CITY. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the CONTRACTOR's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the CONTRACTOR will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. The CITY reserves the rights to have another contractor perform extra work if the CONTRACTOR's proposal is not acceptable to the LMM.

5. <u>Costs Paid by City.</u>

- 5.1 The following costs shall be paid directly by the CITY:
- 5.1.1 All utility costs including, but not limited to: PG&E and water.
- 5.1.2 Cost of street light maintenance.
- 5.1.3 All other costs as may lawfully be covered by the CITY.
- 6. City May Maintain Landscaping.

6.1 Temporary Default. CONTRACTOR agrees that in the event CONTRACTOR fails to perform any of the duties specified in Paragraph 3, above, the CITY may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon CONTRACTOR, at least fourteen (14) days in advance of the date when the CITY intends to enter the area for the purpose stated in this paragraph. CONTRACTOR may void the notice and the CITY's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then CONTRACTOR shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, CONTRACTOR shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If CONTRACTOR fails to perform the required duties within the time period(s) specified by this paragraph, the CITY may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The CITY may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owned to CONTRACTOR.

6.2 Continuing Default. CONTRACTOR agrees that in the event CONTRATOR should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to CONTRACTOR by the CITY and no additional time to cure such default has been given CONTRACTOR by the CITY, the CITY may elect to terminate this Agreement by serving written notice to CONTRACTOR of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the CITY.

6.3 Any contractor in default of previous contracts with the City of Fairfield within the last three years will not be allowed to enter a bid for this contract without approval of the City Engineer prior to bid opening.

7. <u>Option to Renew.</u> By mutual agreement, the CITY and the CONTRACTOR may enter into an agreement for extension of this Agreement for a period of an additional twenty four (24) months upon the same terms and conditions set forth herein with an negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more then two extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. CONTRACTOR will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the CITY, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of CONTRACTOR, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for CONTRACTOR, his subcontractor, in connection with the work to be performed under this Agreement, but not including the sole or active negligence or willful misconduct of the CITY. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve CONTRACTOR from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of CONTRACTOR's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. <u>Contractor's Insurance.</u> CONTRACTOR shall not commence work under this Agreement or permit his subcontractor to commence work there under until CONTRACTOR shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all insurance required of the CONTRACTOR or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a). Workers' Compensation Insurance: CONTRACTOR shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all CONTRACTOR's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. CONTRACTOR shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all CONTRACTOR's or subcontractor's employees, unless such employees are covered by the protection afforded to CONTRACTOR. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR hereby agrees to indemnify CITY for any damage resulting to it from

failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance. CONTRACTOR shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b). Liability Insurance: CONTRACTOR shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the CITY, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the CITY will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 9 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy Shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents, and employees, CONTRACTOR and any subcontractor performing work covered by this Agreement.

10. <u>Certificates of Insurance</u>. CONTRACTOR shall file with CITY's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

CONTRACTOR shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. <u>Contractor not Agent of City.</u> Neither CONTRACTOR nor any of CONTRACTOR's agents, contractors, or subcontractors are or shall be considered to be agents of CITY in connection with the performance of CONTRACTOR's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

13. <u>Termination of Contract by the City.</u> The CITY reserves the right to terminate the contract for convenience, for any reason or for no reason, at the CITY's sole discretion but not the performance of the CONTRACTOR. The CONTRACTOR is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the CONTRACTOR. Notice of the CITY's intent to terminate will be given ten (10) days prior by registered mail. Notice of termination will be followed after the tenth (10th) day. The CONTRACTOR will be required to remove all materials and personal property belonging to the CONTRACTOR with the ten (10) days.

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

> Notices required to be given to CITY shall be addressed as follows: **City Engineer** Fairfield City Hall 1000 Webster Street Fairfield, California 94533

Notices required to be given to CONTRACTOR shall be addressed as

follows:

3647 Van Buren Blvd.
Riverside, Ca 92503
(951) 683-2197

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

- 15. Miscellaneous Terms and Provisions.
 - (a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
 - Notice to Contractor shall be considered to have been given to (b) CONTRACTOR when sent to the address as stated above.
 - (c) This writing contains a full, final, and exclusive statement of the Contract of the parties.
 - (d) By executing this Agreement, CONTRACTOR authorizes and grants to the CITY or anyone acting on the CITY's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by CONTRACTOR.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

ATTEST:

CITY OF FAIRFIELD

B

By: Cont Citv Mánager Pacific Coast Landscape and Design, Inc. CONTRACTOR By:

Title

EDD REPORTING REQUIREMENTS CHECKLIST

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested: Box 1

	NAME AND ADDRESS
FULL NAME	Anchic Class landscape @ Designing
ADDRESS	POBOX 451010
CITY, STATE, ZIP	Riverde, A. 92514
PHONE NUMBER	957-1683-2197
Box 2	

SOCIAL SECURITY NUMBER ✓ BOX **TYPE OF BUSINESS** SSN/TIN AND/OR FEDERAL ID NUMBER Name is box 1 must match SSN SSN SOLE PROPRIETORSHIP only PARTNERSHIP TIN LIMITED LIABILITY PARTNERSHIP TIN CORPORATION TIN LIMITED LIABILITY CORPORATION TIN **NON-PROFIT CORPORATION** TIN OTHER FORM OF ORGANIZATION TIN PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

LANDSCAPE MAINTENANCE OF THE FAIRFIELD TRANSPORTATION CENTER, RED TOP ROAD AND OLIVER ROAD PARK AND RIDE LOTS

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of ______

Dollars (\$______), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:						
"Contractor"		"Surety"				
Ву:	Title	Ву:	Title			
Ву:	Title	Ву:	Title			
((Seal)		(Seal)			

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

LANDSCAPE MAINTENANCE OF THE FAIRFIELD TRANSPORTATION CENTER, RED TOP ROAD AND OLIVER ROAD PARK AND RIDE LOTS

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of ______

Dollars (\$______), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:			
"Contractor"		"Surety"	
Ву:	Title	Ву:	Title
Ву:	Title	Ву:	Title
((Seal)		(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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 trustfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)
On 12 15 2015 Date	before me, MARTIN NAVARRO, NOTARY Public, Here Insert Name and Title of the Officer
Personally appeared	A MAGDALENA MARTINEZ Name(s) of Signer(s)

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 acknowledgment 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.

Comm. Exp. AUG. 22, 2019	Signature _	Martin	havano
		Signature of N	Notary Public
			Navarro M.A.
			n Buren Elvd
Place Notary Seal Above		Riversic	le CA. 92503
OPT		(951)	352-2540
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Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:				D	ocument [Date:	
Number of	Pages:	Si	gner(s)	Other	Than	Named	Above:
Capacity(ies)	Claimed by	v Signer(s)					
Signer's Name):		Signe	r's Name:			
Corporate Officer – Title(s):						e(s):	
□ Partner – □	Limited 🛛 🗘	General		tner – 🗆 Li			
Individual	🗆 Attorne	ey in Fact	🗆 Indiv	/idual	Attorn	ey in Fact	
Trustee	🗆 Guardi	ian or Conservator	🗌 Trus	stee		dian or Cons	servator
Other:			🗆 Othe	er:			
Signer	ls	Representing	: Signei	•	ls	Repr	esenting:
-							

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

PACIFIC COAST LANDSCAPE & DESIGN, INC.

3647 VAN BUREN BLVD., RIVERSIDE, CA, 92503 (Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

LANDSCAPE MAINTENANCE OF THE FAIRFIELD TRANSPORTATION CENTER, RED TOP ROAD AND OLIVER ROAD PARK AND RIDE LOTS

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and ______

UNITED FIRE & CASUALTY COMPANY

3880 ATHERTON RD., ROCKLAND, CA, 95765 (Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

THIRTY TWO THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND ZERO CENTS

Dollars (\$_32,880.00 ______), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

"Contractor"

"Surety"

PACIFIC COAST LANDSCAPE & DESIGN, INC.

By: Title

By: Title

UNITED FIRE & CASUALTY COMPANY

By: Title JEREMY PENDERGAST/ ATTORNEY-in-FACT By:

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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	Riverside)		
on 12/16/20	15 before me,		R NAPPI "Notary Public"	
Date			Here Insert Name and Title of the Officer	
personally appeared	JEREMY PENDERGAS	Т		
			Name(s) of Signer(s)	

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document			
Title or Type of Document:	Document Date:		
Number of Pages: Signer(s) Other Than			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's Name:		
Corporate Officer – Title(s):	Corporate Officer — Title(s):		
Partner — Limited General	🗆 Partner – 🗆 Limited 🛛 General		
□ Individual □ Attorney in Fact	□ Individual □ Attorney in Fact		
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator		
□ Other:	Other:		
Signer Is Representing:	Signer Is Representing:		
Econo Fence, Inc.			

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PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to

PACIFIC COAST LANDSCAPE & DESIGN, INC.

<u>3647 VAN BUREN BLVD., RIVERSIDE, CA, 92503</u> (Name and address of Contractor)

(Marine and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

LANDSCAPE MAINTENANCE OF THE FAIRFIELD TRANSPORTATION CENTER, RED TOP ROAD AND OLIVER ROAD PARK AND RIDE LOTS

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

UNITED FIRE & CASUALTY COMPANY

3880 ATHERTON RD., ROCKLAND, CA, 95765 (Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of

THIRTY TWO THOUSAND EIGHT HUNDDRED EIGHTY DOLLARS AND ZERO CENTS

Dollars (\$_32,880.00_____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: DECEMBER, 16, 2015

"Contractor"

"Surety"

PACIFIC COAST LANDSCAPE & DESIGN, INC.

By: Title

By: Title

UNITED FIRE & CASUALTY COMPANY

By: Title JEREMY PENDERGAST/ ATTORNEY-in-FACT By: Title

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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	Riverside)		
on_12/16/2	015 before me,		R NAPPI "Notary Public"	,
Date			Here Insert Name and Title of the Officer	
personally appeared	JEREMY PENDERGAST	Γ		
			Name(s) of Signer(s)	

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/s/re/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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL '

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Description of Attached Document			
Title or Type of Document:	Document Date:		
Number of Pages: Signer(s) Other Than	Named Above:		
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's Name:		
Corporate Officer – Title(s):	Corporate Officer – Title(s):		
Partner – Limited General	Partner — Limited General		
□ Individual □ Attorney in Fact	Individual Attorney in Fact		
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator		
□ Other:	□ Other:		
Signer Is Representing:	Signer Is Representing:		
Econo Fence, Inc.	- · •		

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA **CERTIFIED COPY OF POWER OF ATTORNEY** (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY; a corporation duly organized and existing under the laws of the State of Texas: and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint MICHAEL D. STONG, OR JEREMY PENDERGAST, OR ROSEMARY NAPPI, ALL INDIVIDUALLY OF RIVERSIDE CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 21st day of November, 2016 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

> IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of November, 2014 **UNITED FIRE & CASUALTY COMPANY**

UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

Dand A. J

State of Iowa, County of Linn, ss:

CORPORAT

SEAL

hinternet

MANINA

CORPORA

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tuning

Vennie & Richn On 21st day of November, 2014, before me personally came Dennis J. Richmann

VULY 22

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

By:

Judith A. Davis lowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2015

Judito A Alas Notary Public My commission expires: 4/23/2015

Vice President

I. David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations the day of Decemper this 20 15



Secretary, UF&C Assistant Secretary, UF&I/FPIC

LANDSCAPE MAINTENANCE PROPOSAL

Presented By:

PacificCoastLandscape&Design,Inc.



City of Fairfield

Landscape Maintenance of the Fairfield Transportation Center, Red Top Road and Oliver Road Park and Ride Lots



California Corporate: 3647 Van Buren Blvd, California 92503 Hawaiian Office: 63---3890 Lua Kula St. Waikoloa, Hawaii 96738 Texas Office 6040 Westpark Dr. Houston, Texas 77057 suite F001---02 California Tel. 951.683.2197 Fax 951.266.3144 Hawaii Office: 808.315.8550 <u>contactus@pclandscapedesign.com</u> www.pclandscapedesign.com

Table of Contents

Section I

- 1.1 Cover Letter/Letter of Intent
- 1.2 Company Information
- 1.3 Company Personnel
- 1.4 Company Personnel
- 1.5 Experience and References
- 1.6 Experience and References
- 1.10 GPS Monitoring System
- 1.11 Equipment List
- 1.12 Pacific Coast Landscape & Design, Inc. Gives Back

Section II

- 2.1 Proof of Insurance (Certificates of Insurance)
- 2.2 Endorsement
- 2.3 Addenda Acknowledgement
- 2.4 Base Bid
- 2.5 Proposal Questionnaire
- 2.6 Noncollusion Affidavit

Section III

3.1 Injury & Illness Prevention Program



California Corporate: 3647 Van Buren Blvd, California 92503 Hawaiian Office: 63---3890 Lua Kula St. Waikoloa, Hawaii 96738 Texas Office 6040 Westpark Dr. Houston, Texas 77057 suite F001---02 California Tel. 951.683.2197 Fax 951.266.3144 Hawaii Office: 808.315.8550 <u>contactus@pclandscapedesign.com</u> www.pclandscapedesign.com

Cover Letter

October 12, 2015

Attn: City Engineer 1000 Webster St 3rd floor

Re: Landscape Maintenance of the Fairfield Transportation Center, Red Top Road and Oliver Road Park and Ride Lots-

Pacific Coast Landscape & Design, Inc. would like to thank you for the opportunity to bid the landscape maintenance of the Fairfield Transportation Center, Red Top Road and Oliver Road Park and Ride Lots. We have reviewed and understood the Request for Proposal and are willing to enter into contract with the City.

Pacific Coast Landscape & Design, Inc is known for its uncommon dedication throughout California, Texas, Arizona & The Hawaiian Islands. We are a full service landscape contracting company in support of your growing and demanding needs. Our commitment to quality and service is evident due to the fact that more than 90 percent of our work comes from repeat clients and referrals. From paying attention to minor details to the speed in which phone calls get returned, our goal is to go the extra mile keeping your Landscape looking Green and Clean. Pacific Coast intends to make every effort possible to exceed your expectation both by setting our own high standards, through our communication and on the field work ethic. We are fully Licensed, Bonded and Insured and have maintained an excellent license record with the Contractors State License Board.

Pacific Coast Landscape & Design, Inc. would like to thank you for the opportunity to bid this RFP. If you have any questions, please feel free to contact our office.

Sincerely,

Jorge A. Martinez

Jorge A. Martinez , President/CEO Pacific Coast Landscape & Design, Inc. 951.683-2197 www.pclandscapedesign.com



Company Information

California Corporate Office:

Maria M. Martinez, *Office Manager* 3647 Van Buren Blvd, Riverside, Ca 92503 (951) 683-2197 Office <u>maria@pclandscapedesign.com</u>

Anabel Rangel, *Administrative Assistant* 3647 Van Buren Blvd Riverside Ca 92503 (951) 683-2197 Office anabel@pclandscapedesign.com

Jorge A. Martinez, *Regional Superintendent* 3647 Van Buren Blvd, Riverside, Ca 92503 Cell Number (951) 543-2033 Office # (951) 683-2197 jorge@pclandsapedesign.com

Jesse Martinez, *Project Manager* 3647 Van Buren Blvd, Riverside, Ca 92503 Cell Number (951) 750-8712 Office # (951) 683-2197 jesse@pclandscapdesign.com

Manny Hernandez, Accounts Manager 3647 Van Buren Blvd, Riverside, CA 92503 Cell Number (951)295-6063 Office # (951) 683-2197 manny@pclandscapedesign.com

Texas Office

Mario Orozco, *Superintendent* 5401 Chimney Rock Road #423 Houston, TX 77081 Cell Number (818)823 -9593 Office # (951) 683-2197 <u>mario@pclandscapedesign.com</u>

Christopher Martinez, *Grounds Maintenance Crew Leader* 5401 Chimney Rock Rd #423 Houston, TX 77081 Cell Number (951)347-4679 Office# (951)683-2197 <u>Chris.m@pclandscapedesign.com</u>

Hawaii Office

Efrain Orozco, Superintendent 68-3890 Lua Kula ST. #2601 Waikoloa, HI 96738 Cell Number: (951) 543-3835 Office# (951)683-2197 <u>efrain@pclandscapedesign.com</u>

Company Personnel

Jorge A. Martinez, Founder, President/CEO

Jorge A. Martinez founded Pacific Coast Landscape & Design, Inc. in 2001 in Riverside, Ca. Since then, Pacific Coast Landscape & Design, Inc. has expanded throughout the State of California, from San Diego up to Napa California and everything in between. Also, expanding to Texas, Arizona & the Hawaiian Islands. Jorge received an Associates of Arts Degree from Riverside Community College before declaring a major in Landscape Architecture and earning two Bachelor of Arts Degree from Long Beach State University in 2004 . He then went on to receive a Business Degree from the University of Notre Dame in 2006. Jorge has since received numerous



Irrigation Technician Certificates, Lighting & Backflow Certifications & Horticultural.

Manny Hernandez, Accounts Manager

Manny Hernandez is our Accounts Manager who oversees all 8 regions throughout the United States. He brings extensive experience across a spectrum of disciplines from the tech industry to the manufacturing of landscape equipment. He brings administrative experience needed to assist the entire team with a meticulous and unique attention to detail.

Trevor Martin, Maintenance Supervisor

Trevor oversees all 8 Regions throughout the United States. His portfolio consists of city maintenance for the city of San Marcos and San Diego, Large scale HOAs, and large hotels such as The Hyatt Regency at Sea World. His duties include plant identification along with any pests or disease, identifying and trouble-shooting irrigation problems and breaks, installation proposals and overseeing the installation. He brings administrative experience needed to run a maintenance portfolio such as labor reports, constant contact with clients via email, phone or in person, submitting proposals and walk thru check lists to the clients.





Company Personnel cont.

Jesse Martinez, Project Manager

Jesse began his career with Pacific Coast Landscape & Design, Inc right out of high school and has been with the company for 15 years. Jesse has received his Qualifier Applicators License and is ensuring that all weed abatement; pesticides and rodents are being taken care of and kept under control at each one of our properties. Jesse has become one of the most knowledgeable Irrigator Techs on our Team and recently completed a Year long Business & Irrigation Certificate at the University of Notre Dame under the Toro School of Business Program. Jesse was one of the youngest Maintenance Superintendents in our Company and has ensured his projects and properties are always looking at 100% rain or shine.

Mario Orozco, Landscape Operations Manager

Mario is our Landscape operations manager who oversees both the landscape project plan and the employees who implement it. Job responsibilities include meeting with clients (or management) to develop or refine plans for the project, which may include ornamental plants, ground cover, and landscaping structures (e.g., walkways, water, and lighting). Mario brings with him landscape design experience as well as estimating costs and negotiating prices for plants, equipment, and employees.

Hector Olaiz, Crew Leader/Foremen

Hector has been in the Landscape Industry for over 10 years. He begun his career with Pacific Coast Landscape & Design, Inc. in our Installation Division before transitioning over as a Maintenance Foremen to our Commercial Maintenance Division. Hector specializes in detailed maintenance work, irrigation technical support and landscape beautification projects throughout his Region.

Christopher Martinez, Grounds Maintenance Crew Leader

Chris is in charge of Daily preparation of trucks and equipment, report at designated start time to prepare/review the days schedule with the Grounds Maintenance Manager and prepare for the day. Load/fill gas cans, mowers, tools and necessary equipment. Secure all equipment. Check truck oil, fluids, tire pressure, proper trailer connection, and all lights are in working condition.









Experience & Reference

City of El Centro, CA

1275 Maint Street El Centro, CA 92243 Contact: Chris Legakus (760)337-4515 Annual Contract Amount: \$50,400.00

Pacific Coast Landscape & Design, Inc, currently provides landscape maintenance service to various properties with the City of El Centro. These properties include City Parking lots, City Hall, City Library, City Stock Pile Yard, Street Medians, Town Square, Retention Basins, Fire Stations, City Post Offices, Police Departments, and Transit Centers. Pacific Coast ensures all Landscape Beautification is conducted on a weekly basis to all locations.

Jack in the Box - California, Texas & Arizona

8911 Balboa Ave. Suite 150 San Diego, CA 921237 Contact: Facility Service (602) 567-5308 Annual Contract Amount: \$1,575,000.00

Pacific Coast Landscape & Design, Inc. currently provides Landscape Maintenance service to over 350 Jack In the Box restaurants in California from as far north as Napa, Ca to San Diego, Ca and everything in-between, we also service Over 150 JIB's in Houston, Dallas & Austin Texas. We are responsible in making sure all landscape at each site is at its best. Pacific Coast Landscape & Design, Inc. is also Jack In the Box's go to Vendor during their Outside Image Enhancement & Refresh Programs in which the outside of the store is completely refreshed or re-installed. Pacific Coast conducts new Construction to 75-100 JIB locations throughout the year, which includes new plant installation, hardscape softscape material, Tree Trimming & Planting. Furthermore Pacific Coast Landscape & Design, Inc. was recently awarded Corrigo's (a third party hired by JIB to create work orders) Vendor of the Year Award, out of 3,800 Vendors Nationwide. Every Vendor was graded on how fast a work order was accepted, how fast a work order was completed & how fast a work order was closed out. Pacific Coast Landscape & Design, Inc received over 4,200 work orders throughout that year.

<u>Elima Lani, Hawaii</u>

75-169 Hualalai Rd Kailua Kona, HI 96740 Contact: Brenda (808) 329-6063 Ext. 24 Annual Contract Amount: \$171,600.00

Pacific Coast Landscape currently provides landscape maintenance service to the Largest Condominiums on the Big Island of Hawaii. This project includes landscape maintenance and irrigation maintenance to over 100 acres of land as well as installation of new plant material every spring. Eliman Lani is Surrounded by one of the best Golf Courses on the Island Overlooking Maui.

City of Riverside

3900 Main Street Riverside, CA Contact: Art Torres (951)826-5564 Annual Contract Amount: \$110,400.00

Pacific Coast Landscape & Design, Inc. Currently provides landscape maintenance service to various properties with the City of Riverside. These properties include City Parks (Fairmont, Boardwell, Bobby Bonds, Villegas, El Dorado, & Bryant Park) City Parking lots, City Hall, City Library, City Stock pile yard, Street Medians, Town Square, Retention Basins, Fire Stations, City Post Offices, Police Departments, and Transit Centers. Pacific Coast Ensures all Landscape beautification is conducted on a weekly basis to all locations.

West Coast Customs

2101 W Empire Ave Burbank, CA. 91504 Contact: Ryan Friedlinghaus Annual Contract Amount: \$45,000.00

Pacific Coast Landscape currently provides landscape maintenance service to both their Corona, California location as well as their new Burbank, California Location. Pacific Coast was also awarded and executed the Landscape & Irrigation installation Contract to begin the installation to the new corporate headquarters building at WCC. Planting included over 100 plants, sod, pea gravel & Tree Planting and all this hard work will be Featured in two upcoming West Coast Customs Episodes.

Coffee Bean & Tea Leaf

18201 Crenshaw Blvd. Torrance, CA 90504 Contact: April O'Brien Annual Contract Amount: \$25,500.00

Pacific Coast Landscape currently provides landscape maintenance service to Coffee Bean & Tea Leaf throughout the state of California. Providing Landscape Maintenance to locations in Public Malls and Restaurant Style sites.

Arco Gas Stations

5540 Bridgehead Rd. Oakley, CA 94561 Contact: Ross Heilsman Annual Contract Amount: \$25,000.00

Pacific Coast Landscape & Design, Inc. is one of Arcos leading vendors in the Bay Area. Currently Maintaining the beautification of their properties and ensuring that all Gas Stations are free of debris and staying green.

Popeyes Restaurants

10153 Ronscrans Ave. Bellflower, Ca 90706 Contact: Management Annual Contract Amount: \$18,000.00

Pacific Coast Landscape & Design, Inc was brought onboard as one of Popeyes vendor when one of their managers noticed our professional crew working across the street. Pacific Coast Landscape & Design, Inc. was hired that day on the spot and on site, and has been maintaining their facilities ever since.



MONITORING OUR FLEET

Since the task of dispatching an army nationwide became a concern, **Pacific Coast Landscape & Design, Inc.** joined forces with US Fleet Tracking System to monitor via Internet-based access the LIVE vehicle tracking and asset management of all vehicles . Knowing where our vehicles and assets are at all times for more than 10 years; Pacific Coast Landscape & Design, Inc. has shown its clients commitment to excellence through landscape maintenance, installation & design. While growing, the company added



live GPS Tracking capability to its fleet of vehicles. Since Pacific Coast is a statewide and multi region company, we must, on a daily basis make sure its clients' needs are met in timely manner.



Benefits of US Fleet Tracking's products and service:

-Decrease fuel costs and business redundancies

-Increase efficiencies among fleet

-Increased service technician productivity – more service calls improves responsiveness to City of Riverside.

-Live weather radar and traffic data; empowering dispatchers to route technicians around trouble spots.

-Vehicle maintenance alerts

-Ensuring clients and customers receive proper and efficient service

Pacific Coast Landscape & Design, Inc has found this System to be very beneficial to both our customers and Pacific Coast Landscape. It allows both parties to have

accountability of every minute of every hour spent on their property.

From start stop reports to vapor trails, this system allows us to monitor each individual.



<u>Equipment list</u>

2 Stihl FS 250R Line Trimmer



2 Stihl 756 CFM Backpack Blower

1 HRC216PDA Honda Walk Behind Commercial Lawn Mower



1 Mclane 801 Powered Lawn Edger





1 DEWALT GX390 4200 PSI 4GPM Belt Drive Gas Pressure Washer



Pacific Coast Landscape & Design, Inc. Gives Back to the Community

<u>Extras</u>

Pacific Coast Landscape & Design, Inc is dedicated to our jobs and clients and love to feel proud of the quality of work we provide to our properties. We also understand the importance of having an eye for detail. Our service is a well-rounded service that not only will provide the mowing & edging, but we also provide a variety of "extras" that will help keep our properties looking at its full potential. Below you will find a list of extras that we will provide to better serve our Projects better.

- **1.** Removal of Trash from the Grounds
- 2. Fixing of Sprinklers/Pop---ups if crew knows about it while on site.
- **3.** Extra mowing to prepare a site or following a special event.
- 4. Extra mowing following construction and/or maintenance activities.

Programs. Sponsorships and Organizations:

Pacific Coast Landscape & Design, Inc. is also a proud member of the community not only sponsoring local organizations but, as a member of various groups/organizations and is involved in programs that help the community.

- Members of the Chamber of Commerce
- Member of the Restaurant Facilities Management Association
- Member of the California Landscape Contractors Association
- Sponsor of City of Riverside's Sister City Program
- Sponsored U.S. Mexico Sister Cities 2015 Convention
- Donated the landscape installation & beautification to the kindergarten playground at Our Lady of Perpetual Help Elementary School in Riverside, Ca
- Donate annual color, palm tree trimming & Bark on a yearly basis to St Catherine's & St Patrick's Church
- Sponsor of Pacific Coast FC
- Sponsor of Pacific Coast Tough Mudder Team
- Sponsor of the Towngate Soccer Club
- Sponsor of The Canyon Springs Little League
- Sponsor of Riverside AC Milan Boys U---11 Soccer Club
- Sponsor of the Pateadores U-9 Soccer Club Is a Riverside, Ca based Soccer Club made up of less privilege young men hoping to one day enter the college playing field.
- Sponsor of the Big Brothers Big Sisters of Greater Los Angeles & Riverside County.



ACORD [®] CERTIFICATE OF LIABILITY INSURANCE								DATE (MM/DD/YYYY) 10/14/2015	
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 Jarrett Bayless, Agent			CONTA NAME:						
220 N State College Blvd.				PHONE FAX (A/C, No, Ext): (714) 776-1234 (A/C, No): (714) 776-1239 E-MAIL ADDRESS:					
StateFarm Anaheim, CA 92806				INSURER(S) AFFORDING COVERAGE					
INSURED Decific Coast Landscape & Design Inc.				INSURER A : State Farm General Insurance Company				25151	
Facilie Coast Landscape & Design nic.									
1327 Sutherland Dr.									
Riverside, CA 92507									
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 SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Lin	IITS		
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				AUTHORIZED REPRESENTATIVE					
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ACORD 25 (2010/05)

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	surance Services, Inc.			E-MAIL	ee vanders	son@lcisi		•	
18	35 N. Fine Avenue								NAIC #
Fr	esno CA 93	727		INSURE			ialty Insurance		27154
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Pa	cific Coast Landscape &	Desi	.gn Inc.	INSURE	RC:				
13	27 Sutherland Drive			INSURE	RD:				
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LANDSCAPE MAINTENANCE OF THE FAIRFIELD TRANSPORTATION CENTER, RED TOP ROAD AND OLIVER ROAD PARK AND RIDE LOTS

BASE BID

ltem No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Fairfield Transportation Center)	Month	24	\$ 965	\$23,160
2.	Landscape Maintenance (Oliver Road Park and Ride Lot)	Month	24	\$ 295	\$7,080 <
3.	Landscape Maintenance (Red Top Road Park and Ride Lot)	Month	24	\$ 110	\$2,640
	TOTAL BID:		<u>, , , , , , , , , , , , , , , , , , , </u>	\$32,	880

Note: Contractor shall bid on all Base Bid Items. The basis of award shall be based on the Base Bid. Failure to bid on all items will be cause to reject contractor's bid.

4.2 Extra Work.

On occasion, the CITY may ask the CONTRACTOR to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: Material + Overhead + Profit

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____.

\$75.00 / hour

All extra work shall be approved in advance in writing by the CITY. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the CONTRACTOR's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the CONTRACTOR will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. The CITY reserves the rights to have another contractor perform extra work if the CONTRACTOR's proposal is not acceptable to the LMM.

PROPOSAL QUESTIONNAIRE*

Contractor will be <u>disqualified</u> if the questions are not answered. Use additional sheets of paper to answer any of the questions.

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?

Pacific Coast Landscape has been serving California in the business of landscape maintenance for the past 15 years. As of 10 years ago the company branched out to Hawaii. Texas was incorporated 6 years ago.

2. Describe the type(s) of safety training your employees and the Quality Assurance Program that is directly related to the performance of the landscaping services requested.

A Injury and Illness prevention program is intact for the company's employees and is attached in this packet in Section 3. Weekly safety tailgate meetings are conducted by our superintendent.

3. What is the current number of employees working for your firm, will you be hiring to perform this work, will this contract spread your work force and resources thin?

25 total employees; if awarded, PCLD will be hiring 2 more employees. This contract would not spread our resources thin.

4. Provide a standard detail worksheet assignment for an average day dealing with multiple sites without compromising the maintenance.

Everything is on a schedule and we have a margin and days where we can move our schedule and employees around.

5. How many field crews does your firm intend to assign to each site, each day and how do you plan to meet the City's contract for completing all work that is required?

One crew of 3-4 employees will insure that proper landscape maintenance is conducted at each site on a daily basis. A company superintendent will insure on a weekly basis that all work is complete.

6. Describe on a separate sheet of paper your firm's work plan for <u>each</u> of the locations. The work plan shall include manpower, equipment, and time spent per day/week/month or as described in the contract, supervision, irrigation tech, and any specifics per the City's specification. Failure for the contractor to have proper manpower and resources will disqualify the bidder. The Landscape Maintenance Manager (LMM) has ultimate say, if proper resources are available by the contractor to meet the expectations of the contract by reviewing your work plans before the contract is awarded. In all cases, if the LMM determines that the contract or after the contract is awarded the contractor can be placed in <u>default</u>. It is the upmost importance that the contractor has significant amounts of manpower, resources, and materials to meet every level of this contract and comply fully with the seasonal, monthly, weekly and daily task. There will be no exceptions, and no excuses.

Please See Attached document

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

Jorge Martinez, President/CEO 951-543-2033 1327 Sutherland DR jorge@pclandscapedesign.com

* Attach additional pages if needed

P-5

6. Answer to question 6:

For the Fairfield Transportation center. Our team will begin the day by leaving our yard in Oakland. They will be fully fueled, fully equipped and they will have all of the appropriate branded apparel and safety vests. On Monday, our team of 2 would arrive at the Fairfield transportation center and they would offload the Honda Mower and the Stihl String Trimmer. They would first mow, edge and blow the closest area to the parking areas to avoid any obstacles/vehicles that will arrive later in the day. They would continue to the rest of the park and then when finished, they would blow the area and take care of any trash or debris. When everyone is finished with their tasks, then one will check the irrigation and one will take care of any spot weed control. If there is any additional auxiliary work that needs to be taken care of then they will take note and handle it the next week, or immediately if necessary.

On the same day, our team of 2 would arrive at the Oliver Transportation center and they would offload the Stihl String Trimmers. They would first edge and blow the closest area to the parking areas to avoid any obstacles/vehicles that will arrive later in the day. They would continue to the rest of the lot and then when finished, they would blow the area and take care of any trash or debris. When everyone is finished with their tasks, then one will check the irrigation and one will take care of any spot weed control. If there is any additional auxiliary work that needs to be taken care of then they will take note and handle it the next week, or immediately if necessary.

At the end of the day, our team of 2 would arrive at Red Top Transportation center and they would offload the Stihl String Trimmers. They would first edge and blow the closest area to the parking area to avoid any obstacles/vehicles that will arrive later in the day. They would continue to the rest of the area and then when finished, they would blow the area and take care of any trash or debris. When everyone is finished with their tasks, then one will take care of any spot weed control. If there is any additional auxiliary work that needs to be taken care of then they will take note and handle it the next week, or immediately if necessary.

Every week we will have one man who returns to the areas on Wednesday, and Friday to empty the trash cans and clean debris.

INJURY AND ILLNESS PREVENTION PROGRAM FOR **PACIFIC COAST LANDSCAPE AND DESIGN, INC**

RESPONSIBILITY

The Injury and Illness Prevention program (IIPP) administrator, Jorge Martinez has the authority and responsibility for implementing the provisions of this program for Pacific Coast Landscape and Design Inc.

All managers, supervisors and lead personnel are responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the Program. A copy of this IIPP is available at our headquarters: 3647 Van Buren Blvd #C, Riverside, Ca. 92503.

COMPLIANCE

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Supervisors and lead personnel are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

The following is our system of ensuring that all workers comply with the rules and maintain a safe work environment:

- Informing workers of provisions of our IIPP;
- Evaluating the safety performance of all workers;
- Recognizing employees who perform safe and healthful work practices. This recognition is accomplished by an informally letting each employee know.
- Providing training to workers whose safety performance is deficient;
- Disciplining workers for failure to comply with safe and healthful work practices. The following outlines or disciplinary process may be used:
 - 1. Warning
 - 2. Dismissal for the Day
 - 3. Employment Termination
- Other means that we use the ensure employee compliance with safe healthful work practices include:
 - 1. Weekly tailgate meetings
 - 2. Safety Equipment/Attire like: use of cones, safety vests, safety gloves, hard hats, and safety goggles.
 - 3. Weekly/Bi-weekly vehicle inspection*
 - 4. Weekly/Bi-weekly safety equipment inspections*

COMMUNICATIONS

The following is our system of communication, designed to facilitate a continuous flow of two-way (management, supervision and employees) safety and health information in a form that is readily understandable to and between all affected site personnel:

- New worker orientation, including a discussion of site-specific safety and health policies and procedures.
- Follow-through by supervision to ensure effectiveness.
- Workplace-specific safety and health training.
- Safety meetings held at least every month- more frequently as deemed necessary by the creation of hazards or occurrence of injuries and illnesses.
- Effective written communication of safety and health concerns between workers and supervisors, including language translation where appropriate.
- Posted and distributed safety information.
- A system for workers to anonymously inform management about workplace hazards without fear of reprisal. This is accommodated by
- Other means we use to ensure communication with employees include: Weekly calls to the Foremans from the office and on job site inspections from superintendents.

Our organization elects to use a labor/management safety and health committee meeting all the requirements of T8CCR 3203 (7) (c) (1) - (7) to comply with the communication requirements of subsection (a) (3) of T8CCR 3203

HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by Superintendents according to the following schedule:

- When our Injury and Illness Prevention Program was first established
- At least 30 minutes prior to beginning of the shifts.
- When new substances, processes, procedures or equipment that present potential new hazards are introduced are introduced into our workplace;
- When new, previously unidentified hazards are recognized ;
- When occupational injuries and illnesses occur;
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
- Whenever workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazards Assessment Checklist*, and any other effective methods to identify and evaluate workplace hazards.

ACCIDENT/EXPOSURE INVESTIGATIONS

Investigation of workplace accidents, hazardous substance exposures and near-accidents will be done by Superintendents, and will include:

- Visiting the scene as soon as possible;
- Interviewing affected workers and witnesses;
- Examining the workplace for factors associated with the accident/exposure/near-accident;
- Determining the causes of the accident/exposure/near-accident;
- Taking corrective action to prevent the accident/exposure/near-accident from reoccurring; and
- Recording the findings and corrective actions taken on the attached OSHA form 301.

HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices or procedures at our work facilities shall be corrected **in a timely manner** based on the severity of the hazards, and according to the following procedures:

- When observed or discovered;
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection and;
- All such actions taken and dates they are completed shall be documented on the attached Identified Hazards and Correction Record*

TRAINING AND INSTRUCTIONS

All workers, including management, supervisors, and lead personnel shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

- When the IIPP is first established;
- To all new workers;
- To all workers given new job assignments for which training has not previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
- Whenever we become aware of a new or previously unrecognized hazard;
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and

• To all workers with respect to hazards specific to each employee's job assignment This training will include (but is not limited to):

- Explanation of our IIPP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed
- Availability of toilet, hand-washing, and drinking water facilities
- Provisions for medical services and first aid, including emergency procedures
- Proper housekeeping, such as keeping stairways and isles clear, work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffing, or other acts that adversely influence safety.
- Proper storage to prevent:
 - Stacking goods in an unstable manner
 - Storing materials and good against doors, exits, fir extinguishing equipment and electrical panels

Where applicable our training may also include:

- Prevention of musculoskeletal disorders, including proper lifting techniques
- Use of appropriate clothing, including gloves, footwear, and personal protective equipment
- Information about chemical hazards to which employees could be exposed and other hazards communication program information
- Proper food and beverage storage to prevent them from becoming contaminated In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

RECORDKEEPING

Written IIPP and Documentation Requirements

Our organization has taken the following steps to implement and maintain our IIPP:

Our organization has ten or more employees and keeps records as follows:

- 1. Records of *scheduled and periodic inspections* including the person(s) conducting the inspection, the workplace hazards (i.e., unsafe conditions and work practices that have been identified) and the action(s) taken to correct the identified unsafe conditions and work practices, are recorded on the Safety Inspection Checklist* and the Identified Hazards and Correction Record*. These records are maintained for at least one (1) year.
- 2. Documentation of *safety and health training* for each worker, including the worker's name or other identifier, training dates, type(s) of training, and training providers are recorded on the Worker Training and Instruction Record*. This documentation is maintained for at least one (1) year.

SAFETY INSPECTION CHECKLIST

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DATE:			CONDUCTED BY:								
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	YES	NO		YES NO			YES N	ON		YES	NO
TIRES			FIRE EXTINGUISHER			SAFETY VESTS			GAS CONTAINERS		
HORN			FLAGS/FLARES			GLOVES			PESTICIDES	·	
LIGHTS			CONES			GOGGLES			HAZARDOUS MATERIAL		
WINDSHEILD			CHAINES			EAR PROTECTION			CAR SERVICE		
WIPERS			FIRST AID KIT			BOOTS			CAR WASH		
MIRRORS			LOCKS			MOUTH/NOSE PROTECTION			GAS MIX		
BRAKES											
SEATBELTS											
ENGINE											

SAFETY PRACTICES

(May include any of the above observations and/or proper/improper lifting, proper removal of machines/equipment from vehicle, cone usage, etc) SIGNATURE

INSPECTOR NAME

IDENTIFIED HAZARDS AND CORRECTION RECORD	IN RECORD
DATE OF INSPECTION:	DATE CORRECTED:
ROUTE NAME:	
VEHICLE MAKE AND MODEL:	
DRIVER	
HAZARD IDENTIFIED (Please explain):	
MANNER OF CORRECTION:	
NAME OF EMPLOYEE:	NAME OF SUPERINTENDENT:
SIGNATURE:	SIGNATURE:

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and	0 (Rev. 01/2004) c-Relat	ed In	juries and	Inesses	Attention: This form contains informati employee health and must be used in a r protects the confidentiality of employees possible while the information is being us occupational safety and health purposes.	This form alth and r onfidenti e the info safety ar	contains must be u: ality of en mation is d health p	Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.		Yea U.S. 1 upational Safe	Year 20	
You must record information about every work-related death and about every work-related injury or illness that involve days away from work, or medical treatment beyond first aid. You must also necord significant work-related injuries and care professional. You must also necord work-related injuries and illnesses that meet any of the specific recording or use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form form. If you're not sure whether a case is necordable, call your local OSHA office for help.	y work-related cleath ar ent beyond tirst aid. Yo work-related injuras a ed to. You must complet 's recordable, call your	nd about every wor nu must also record ind illnesses that m ete an Injury and Ill local OSHA office	krelated injury or ithress that invo significant work-related injuries test any of the specific recording noss Incident Report (OSHA Fon for nelp.	You must record information about every work-related theath and about every work-related injury or illness that involves loss of consciousness. restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording oriteria listed in 29 CFR Part 1904. 8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.	activity or job transfe cian or ficensed heat 1 1904 12. Feel free t liness recorded on t	s to s			Establishment name City		Foun approved OMD no. 1218.0176 State	9410
Identify the person		Describe the case	the case		อ	assify t	Classify the case					
(A) (B) Case Employee's name	(C) Job title (* # Walder)	(D) Date of injury or onset	(E) Where the event occurred (e.s., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured	State Stat	IECK ONL sed on th at case:	Y ONE box most seri	CHECK ONLY ONE box for each case based on the most serious outcome for that case:	Enter the number or days the injured or ill worker was:	¥	eck the "Injury" c pose one type of il	olumn or liness:
5		of illness	G	or made person ill (e.g., Second degree hurns on right forearm from activient torch)	no sut		B Days away Job ti From work or res	Remained at Work Job transfer Other record- or methology able cases	r The Away On Job and thom transfer or work restriction	rion tion tion	tsbroðin tísi vertirsos vertinen verting verting loss	rodro ID seesonii
		~			۵	-			(K) days	<u> </u>	(2) (3) (4) []) 🗊 🗆
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Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of indocation. Fixed to executed to the collection of information in disclose science early collection of indocation. Fixed meters	nformation is estimated to. eded, and complete and re less it disolars a currently v	average 14 minutes p eview the collection of alid OMB control nu	er response, including time to review information. Persons are not required mber, If you have any comments		Be sure to transfer these totals to the Summary page (Form 300A) before you post it	tals to the St	mmary page I	^c om: 300A) before y	ou post it.	(1ninI	əbrozdı nü reakriqeəSt nationet günosioQ eol güinsəl	əcho IIA əzeərdli
about these estimates or any other aspects of this data collection, cortact: US Department of Labor. OSHA Office of Statistical Analysis, Recom N-3664, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.	his data collection, contact: 1ue, NW, Washington, DC	US Department of L. 20210. Do not send d	thor. OSHA Office of Statistical te completed forms to this office.						Page of	(1)	(2) (3) (4) (f	(9)

OSHA'S Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor Occupational Safety and Realth Administration Form approved OMB no. 128-0176

Year 20

All establistments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.	related injuries or illnesses occurred during the year. Remember to review the Log	Establishment information
Using the Log, count the individual entries you made for each category. Then write the totals below,	its below, making sure you've added the entries from every page of the Log. If you	
had no cases, write 'U." Frankivees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or	A Form 300 in its entirely. They also have limited access to the OSHA Form 301 or	Your establishment name
its equivalent. See 29 CFR Part 1904.35, in OSHA's record keeping rule, for further details on the access provisions for these forms.	the access provisions for these forms.	Street
		City State ZIP
Number of Cases		
f Total number of	Total number of	Industry description (e.g., $Manyladure of moter track trailers)$
deaths cases with days cases with job other away from work transfer or restriction cases	other recordable cases	Semdard Industrial Classification (SIC), if known (e.g., 3715)
	3	OR
		North American Industrial Classification (NAICS), if known (e.g., 336212)
Number of Days		
Total number of days away Total number of days of job from more transfer or restriction		Employment information (if you don't have duse figures, see the Biokeheer on the back of this page to estimate.)
		Annual average number of employees
(K) (L)		Total hours worked by all employees last year
Iniuw and Illness Types		Sign here
		Knowingly falsifying this document may result in a fine.
Total number of (M) (1) Iniuries (4) Poisonings		1 corrects that I have eventiated this document and that to the best of my
(5) Heating loss		knowledge the entries are true, accurate, and complete.
(2) Skin disorders (6) All other illnesses		
(v) Kespitatol y contraction		-
Post this Summary page from February 1 to April 30 of the year following the	ng the year covered by the form.	
Tablic reporting burden for this collection of information is estimated to average 34 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information multes it displays a curveshy valid OMB control munder. If you have any connects about these resintances or not other applied to collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW, Weahington, DC 20210. Do not send the competed forms to this office.	ting time to review the instructions, search and guther the data needed, and nation nulless it displays a currently valid OMB control number. If you have any DSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW.	

The high of a fluct a factor in a fluct a control for a	OSHA's Form 301 Injury and Illness Incident	Incident Report	Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.	U.S. Department of Labor
<i>high y and llues fracter Report</i> is one of the forms you mue fill our when a recordable work. In ture fill our when a recordable work. <i>locg of Wah Peldud Dynics curred.</i> Together with Log of Wah Peldud Dynics curred. Together with Log of Wah Peldud Dynics curred. <i>logg of Wah Peldud Dynics curred.</i> Together with Log of Wah Peldud Dynics curred. Together with Log of Wah Peldud Dynics curred. <i>logg of Wah Peldud Dynics curred.</i> Together with Log of Wah Peldud Dynics curred. Towen <i>Writin T Selection dyname of the extent</i> Same Zarr Same Zarr Writin T Selection dyname Towen Same Zarr Dae of the extent Same state wor uses? Dae of the extent Dae of the extent Same state works: compensation. Dae of the information and the information and the outbin form state works: compensation. Dae of the extent According to Public Law 91-5906 and 20 CFR Same state works: comparison. Dae of the physician or other health care professional for othis form. According to Public Law 91-5906 and 20 CFR Same cale the physician or other health care professional for othis form. Dae of the physician or other health care professional for othis form. According to Public Law 91-5906 and 20 CFR Same cale the physician or other health care professional for othis form. Dae of the physician or other health care professional for othis form. Ac		Information about the employee	Information about the case	or real at the discr theory
mpanying stanmery, these forms help the object and OSHA develop a picture of the extent severing of mode-related injure or severing of mode-related injure or an according to frond-related injure or an instance. The extent severing of mode-related injure or an instance of the extent severing or any the information are according to the information and the information and the information and the on this form or an index. To be omiddened are extend to an its form are conduced and all the information and for on this form. Given the extend severated into the information and the information are conducted and so that is for the information and for on this form. Given the information and the information about the physician or other health care professional for on this form. Given the information for and the information for and the executing of this form, you for and the executing of this form, you for and the execution and use as many as you need. for and use as many as you need. for and use as many as you need. for and the execution and use as many as you need. for and the execution are approved to physician or other health care professional for an execution and the workete, where was it given: for a mode and and use as many as you need. for a mode and and use as many as you need. for a mode and and and use as many as you need. for a mode and and and an encoreacy round: for a mode and and and an encoreacy round: for and and an encoreacy round: for an inpartent for an inp	This Injury and Illiurs Incident Report is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the Loa of Work-Rehaden binizity and Illinesses and the	1) Full name2) Street2) Street2		as number from the log after year record the case.)
9 bue of kind. 9 bue of kind. accrity of work-related incidents. 9 bue hired Within 7 calendar days fare you receive 9 bue hired mation that a recordable work-related injury or salen. Some state workers? 9 bue hired servering of work-related injury or salen some contred, you must fill out this form or an varient. Some state workers? 9 bue hired sale and conversely on order reports make workers? 9 compression. states. or other reports may as workers? 9 compression. according to phylic Law 91-306 and 29 CFR 9 have of physician or other health care professional 4. OSHA's recordisc phylic Law 91-306 and 29 CFR 9 have of physician or other health care professional 4. OSHA's recordisc phylic Law 91-306 and 29 CFR 9 have of physician or other health care professional 6 or on this form. 9 hold so first 6 or on this form. 9 hold so first 6 or on this form. 9 hold so first 1 pertains. 1 pertains.	accompanying <i>Summary</i> , these forms help the	State	AM / PM	Check if time cannot be determined
rance, or other reports may be acceptable an equivalent form, substitutes. To be emsidered an equivalent form, substitutes an equivalent form, substitute must contain all the information additional to no this form. A coording to Public Law 91-596 and 29 CFR 4. OSHAs recordscepting rule, you must keep 4. OSHAs recordscepting rule, you must keep 4. OSHAs recordscepting rule, you must keep 6. The professional form the worksite, where was it given? Tryou need additional copies of this form, you photocopy and use as many as you need. Tryou need additional copies of this form, you field by	employer and OSHA develop a picture of the extent and severity of work-related incidents. Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation,	 3) Date of birth	14) What was the employee doing just before the incident tools, equipment, or material the employee was using. Be carrying roofing materials"; "spraying chlorine from han	occurred? Describe the activity, as well as the specific. <i>Examples:</i> "climbing a ladder while a sprayer"; "daily computer key-entry."
4. OSHA's recordisciping rule, you must keep form on file for 5 years to form on file for 5 years following the year to the team of the form, you the team of the form, you need additional copies of this form, you need. 7) If treatment was given away from the worksite, where was it given? 7 you need additional copies of this form, you reed additional copies of this form, you need. 7) If treatment was given away from the worksite, where was it given? 7 photocopy and use as many as you need. 7) Street 21P 9 biotocopy and use as many as you need. 8 21P 1 you need 1 yes employee treated in an emergency room? 21P 1 was employee treated in an emergency room? 1 yes 1 yes 1 was employee hospitalized overnight as an in-patient? 9 1 yes	insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form. According to Public Law 91-596 and 29 CFR			<i>les:</i> "When ladder slipped on wet floor, worker sket broke during replacement"; "Worker
Street	1904, OSHA's record(ceping rule, you must keep this form on file for 5 years following the year to which it pertains. If you need additional copies of this form, you may photocopy and use as many as you need.	 T) If treatment was given away from the worksite, where was it given? Facility 	16) What was the injury or illness? Tell us the part of the bo more specific than "hurt," "pain," or sore." Examples: "s tunnel syndrome."	dy that was affected and how it was affected; be trained back"; "chemical burn, hand"; "carpal
9) Was employee hospitalized overnight as an in-patient? 1 Yes 1 No	Completed by	State	17) What object or substance directly harmed the employe "radial arm saw." <i>If this question does not apply to the inci</i>	e? Examples: "concrete floor"; "chlorine"; ient, leave it blank.
	e (⁹⁾ Was employee hospitalized overnight as an in-patient? 1 Yes 1 No 	13) If the omployee died, when did death occur? Date of dea	tt//

WORKER TRAINING AND INSTRUCTION RECORD



* Mandatory fields: employee name (or other identification), training date, type of training, and training providers

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

of Pacific Crast landscope the party I am the freside vit (ED) making the foregoing bid.

The bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>holights</u> (date) at <u>horizon</u> (state).

(Signature

NOTE: THIS FORM MUST BE NOTARIZED



and scapes Design Inc.

3647-Van Buren Blud. Riverside CA92907 **Business Address**

951.683.219 Phone Number

Signature of Responsible Official

Contractor's License;

a. Class:_____<u>C-27____</u>

b. Number: <u>907343</u>

c. Expiration Date: 12/1

d. FEI Number: 27-4595430

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Havific Coast landscape + Design, Inc. HINEZ - President DYCE Makin Ma Mapea Martinez - Treasurer

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 ofRIVERSIDE)
On OCTOBER 19,2015 before me, MARTIN NAVARRO, NOTARY PUBLIC (insert name and title of the officer)
personally appeared
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 Martin Marzanne (Seal)

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BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

LANDSCAPE MAINTENANCE OF COMMUNITY PARKS

WHEREAS

Pacific Coast Landscape & Design, Inc.

3647 Van Buren Blvd., Riverside, CA 92503 (Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and

UNITED FIRE & CASUALTY COMPANY

3880 ATHERTON ROAD, ROCKLAND, CA 95765 (Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as

Surety, are held and firmly bound unto City in the penal sum of <u>TEN PERCENT</u> OF THE

AMOUNT BID

Dollars (\$ 10% OF BID AMOUNT), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void: otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: OCTOBER 19, 2015

"Contractor"	"Surety"
Pacific Ceast lankcape + Design, Inc.	UNITED FIRE & CASUALTY COMPANY
3147 Van Buren Blvd Rivenside, (A92503	3880 ATHERTON ROAD, ROCKLAND, CA 95765
By:	By: Title JEREMY PENDERGAST ATTORNEY-LN-FACT
By: Title	By: Title

(Seal)

(Seal)

Note: This bond must be dated, <u>all signatures must be notarized</u>, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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	Riverside)		
on 10/19/	2015 before me,		R NAPPI "Notary Public"	
' Dat	e		Here Insert Name and Title of the Officer	
personally appeare	ed JEREMY PENDERG	AST		

Name(s) of Signer(s)

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/shre/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

Signature of Notary Public

Place Notary Seal Above

Description of Attached Document

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type of Document: Number of Pages: Signer(s) Other Than			
Signer's Name:		Signer's Name:	
Corporate Officer — Title(s):		Corporate Officer – Title(s):	
Partner – Limited General		Partner — Limited General	
🗆 Individual	Attorney in Fact	🗆 Individual	Attorney in Fact
Trustee	Guardian or Conservator	🗆 Trustee	Guardian or Conservator
Other:		Other:	
Signer Is Representing:		Signer Is Representing:	
Econo Fence, Inc.			-

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA **CERTIFIED COPY OF POWER OF ATTORNEY**

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas: and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids. State of Iowa, does make, constitute and appoint MICHAEL D. STONG, OR JEREMY PENDERGAST, OR ROSEMARY NAPPI, ALL INDIVIDUALLY of RIVERSIDE CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies

and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed

The Authority hereby granted shall expire the 21st day of November, 2016 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seat, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

MILLINNI ABURN CORPORAT CORPORATI WLY 22 SEAL SEAL PAPIE "Harman THINING STON

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of November, 2014 **UNITED FIRE & CASUALTY COMPANY**

UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

By Dand A. J

State of Iowa, County of Linn, ss:

Ennis & Rich On 21st day of November, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

By:

Judith A Davis Iowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2015

Notary Public My commission expires: 4/23/2015

Vice President

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have bereunto subscribed my name and affixed the corporate seal of the said Corporations ۱ day of this 20 15.



BPOA0045 0913

Secretary, UF&C Assistant Secretary, UF&I/FPIC