

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2015 - 267**

**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 VARIOUS NEIGHBORHOOD PARKS**

**WHEREAS**, the bid opening for the Landscape Maintenance of Various Neighborhood Parks took place on October 20, 2015; and

**WHEREAS**, the apparent low bidder was Pacific Coast Landscape & Design, Inc. in the amount of \$320,520; 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 Various Neighborhood Parks 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 \$320,520.

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 above-mentioned contract.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of December 2015, by the following vote:

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

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Bertani

ABSTAIN: COUNCILMEMBERS: NONE

*Steve J. Perrot*  
MAYOR

ATTEST:

*Karen L. Rees*  
CITY CLERK  
pw

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated December 15, 2015, 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 VARIOUS NEIGHBORHOOD PARKS**

(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:

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

2. Properties Subject to Agreement. The properties as herein referred to, 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              | <u>September 23, 2015</u> |
| (b) | The accepted bid dated                                      | <u>October 20, 2015</u>   |
| (c) | Instructions to bidders,                                    | <u>September 23, 2015</u> |
| (d) | City of Fairfield Standard Specifications and details dated | January 1988              |
| (e) | Performance Bond dated                                      | <u>12/16/15</u>           |
| (f) | Labor and Materials Bond dated                              | <u>12/16/15</u>           |

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. Duty to Maintain Improvements. 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. Payment of Maintenance Costs. 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 Contract Sum. 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  
VARIOUS NEIGHBORHOOD PARKS**

**BASE BID**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Dover Park)	Month	24	\$2,200	\$52,800
2.	Landscape Maintenance (Dunnell Nature Park)	Month	24	\$400	\$9,600
3.	Landscape Maintenance (Gary Falati Park)	Month	24	\$1,050	\$25,200
4.	Landscape Maintenance (Hillview Park)	Month	24	\$825	\$19,800
5.	Landscape Maintenance (Lee Bell Park)	Month	24	\$1,050	\$25,200
6.	Landscape Maintenance (Mankas Park)	Month	24	\$930	\$22,320
7.	Landscape Maintenance (Meadow Park)	Month	24	\$650	\$15,600
8.	Landscape Maintenance (Dover Bike Trail)	Month	24	\$540	\$12,960
9.	Landscape Maintenance (Meadow Glen Park)	Month	24	\$300	\$7,200
10.	Landscape Maintenance (Rolling Hills Park)	Month	24	\$465	\$11,160
11.	Landscape Maintenance (Sunrise Park)	Month	24	\$950	\$22,800
12.	Landscape Maintenance (Camrose Bike Trail)	Month	24	\$125	\$3,000
13.	Landscape Maintenance (Tabor Park)	Month	24	\$945	\$22,680
14.	Landscape Maintenance (Tolenas Park)	Month	24	\$600	\$14,400
15.	Landscape Maintenance (Tot Lot (Kentucky))	Month	24	\$250	\$6,000
16.	Landscape Maintenance (Tot Lot (Utah))	Month	24	\$150	\$3,600
17.	Landscape Maintenance (Veterans Park)	Month	24	\$750	\$18,000
18.	Landscape Maintenance (Waterman Blvd & Hilborn Rd)	Month	24	\$350	\$8,400
19.	Landscape Maintenance (Woodcreek Park)	Month	24	\$825	\$19,800
<b>TOTAL BID:</b>					<b>\$320,520</b>

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.

5. Costs Paid by City.

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 CONTRACTOR 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. Option to Renew. 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 than 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. Contractor's Insurance. 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. Certificates of Insurance. 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. Contractor not Agent of City. 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. Termination of Contract by the City. 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.
- (b) Notice to Contractor shall be considered to have been given to 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.

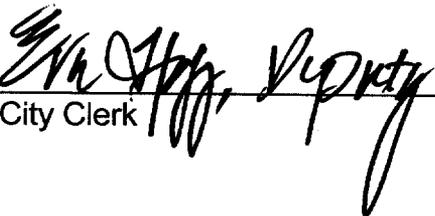
When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

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

By:   
City Clerk

By:   
City Manager 

Pacific Coast Landscape and Design, Inc.  
CONTRACTOR

By:   


Title

### EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

**Please complete the following:** (To be completed by the department)

Department/Division: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- 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	<i>Pacific Coast Landscape + Design, Inc.</i>
ADDRESS	<i>P.O. Box 41566</i>
CITY, STATE, ZIP	<i>Riverside, CA 92514</i>
PHONE NUMBER	<i>951-683-2197</i>

**Box 2**

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	<i>Name is box 1 must match SSN</i>
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input checked="" type="checkbox"/>	CORPORATION	TIN	<i>27-45915430</i>
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	TIN	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD**

**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 before me, MARTIN NAVARRO, Notary Public  
Date Here Insert Name and Title of the Officer

Personally appeared MARIA MAGDALENA MARTINEZ (M.B.)  
Name(s) of Signer(s)

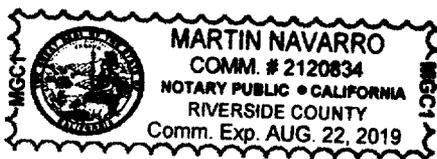
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Signature Martin Navarro  
Signature of Notary Public

**Martin Navarro M.A.**  
**3647 Van Buren Blvd**  
**Riverside CA. 92503**  
**(951) 352-2540**



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 Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer \_\_\_\_\_ Is \_\_\_\_\_ Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer \_\_\_\_\_ Is \_\_\_\_\_ Representing: \_\_\_\_\_

**PERFORMANCE BOND** BOND No. 54-204325  
PREMIUM: \$5,808.00  
EXECUTED IN TRIPLICATE

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to PACIFIC COAST LANDSCAPE AND 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 VARIOUS NEIGHBORHOOD PARKS**

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 AND 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 THREE HUNDRED TWENTY THOUSAND FIVE

HUNDRED TWENTY AND 00/100-----

Dollars (\$ 320,520.00 ), 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.

Dated: 12/16/15

“Contractor”

“Surety”

PACIFIC COAST LANDSCAPE AND DESIGN, INC.

UNITED FIRE AND CASUALTY COMPANY

By: [Signature]  
Title

By: [Signature]  
Title  
JEREMY PENDERGAST ATTORNEY-IN-FACT

By: [Signature]  
Title

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**

**CIVIL CODE § 1189**

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 )

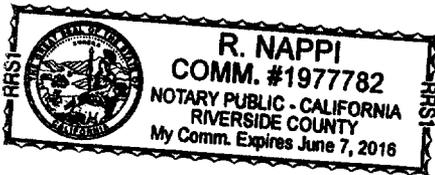
On 12/16/2015 before me, R. NAPPI "NOTARY PUBLIC"  
*Date Here Insert Name and Title of the Officer*

personally appeared JEREMY PENDERGAST  
*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 R. Nappi  
*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 Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

BOND No. 54-204325  
PREMIUM INCLUDED IN PERFORMANCE  
EXECUTED IN TRIPLICATE

KNOW ALL PERSONS BY THESE PRESENTS that:

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AND 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 VARIOUS NEIGHBORHOOD PARKS**

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  
AND 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 THREE HUNDRED TWENTY THOUSAND FIVE  
HUNDRED TWENTY AND 00/100-----

Dollars (\$ 320,520.00), 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: 12/16/15

"Contractor"

"Surety"

PACIFIC COAST LANDSCAPE AND DESIGN, INC.

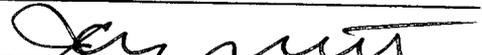
UNITED FIRE AND CASUALTY COMPANY

By: \_\_\_\_\_



Title

By: \_\_\_\_\_



JEREMY PENDERGAST

Title

ATTORNEY-IN-FACT

By: \_\_\_\_\_



Title

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**

**CIVIL CODE § 1189**

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 )

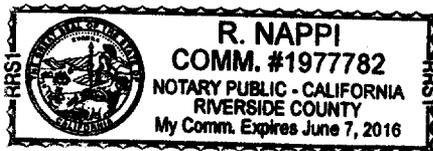
On 12/16/15 before me, R. NAPPI "NOTARY PUBLIC"  
Date Here Insert Name and Title of the Officer

personally appeared JEREMY PENDERGAST  
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 R. Nappi  
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 Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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 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

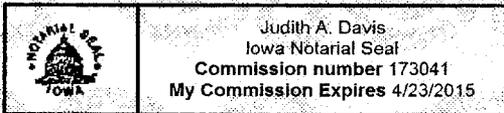
By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:

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.



*Judith A. Davis* Notary Public  
 My commission expires: 4/23/2015

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 this 16th day of December, 2015.



By: *David A. Lange*

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

# LANDSCAPE MAINTENANCE PROPOSAL

*Presented By:*

**Pacific Coast Landscape & Design, Inc.**



**City of Fairfield**

Landscape Maintenance of Neighborhood Parks



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  
[contactus@pclandscapedesign.com](mailto:contactus@pclandscapedesign.com) [www.pclandscapedesign.com](http://www.pclandscapedesign.com)

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- 2.3 Addenda Acknowledgement
- 2.4 Base Bid
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- 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  
[contactus@pclandscapedesign.com](mailto:contactus@pclandscapedesign.com) [www.pclandscapedesign.com](http://www.pclandscapedesign.com)

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## Cover Letter

October 12, 2015

Attn: City Engineer  
1000 Webster St 3<sup>rd</sup> floor

Re: Landscape Maintenance of Neighborhood Parks -

Pacific Coast Landscape & Design, Inc. would like to thank you for the opportunity to bid the landscape maintenance of neighborhood parks. 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 the Community Parks. 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](http://www.pclandscapedesign.com)

Serving California, Texas, Arizona & the Hawaiian Islands



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## Company Information

### California Corporate Office:

Maria M. Martinez, *Office Manager*

3647 Van Buren Blvd,

Riverside, Ca 92503

(951) 683-2197 Office

[maria@pclandscapedesign.com](mailto:maria@pclandscapedesign.com)

Anabel Rangel, *Administrative Assistant*

3647 Van Buren Blvd

Riverside Ca 92503

(951) 683-2197 Office

[anabel@pclandscapedesign.com](mailto: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](mailto: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](mailto: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](mailto: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  
[mario@plandscapedesign.com](mailto:mario@plandscapedesign.com)

Christopher Martinez, *Grounds Maintenance Crew Leader*  
5401 Chimney Rock Rd #423  
Houston, TX 77081  
Cell Number (951)347-4679 Office# (951)683-2197  
[Chris.m@plandscapedesign.com](mailto:Chris.m@plandscapedesign.com)

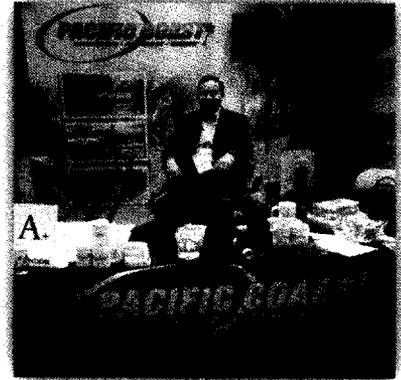
## **Hawaii Office**

Efrain Orozco, Superintendent  
68-3890 Lua Kula ST. #2601  
Waikoloa, HI 96738  
Cell Number: (951) 543-3835 Office# (951)683-2197  
[efrain@plandscapedesign.com](mailto:efrain@plandscapedesign.com)

## *Company Personnel*

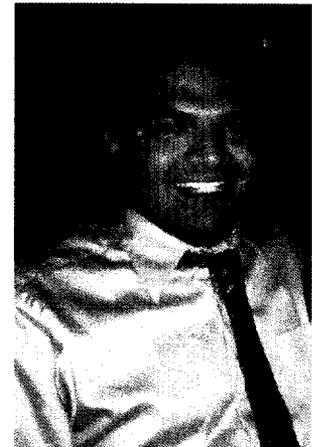
### *Jorge A. Martinez, Founder, President/CEO*

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 began 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.



## 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.



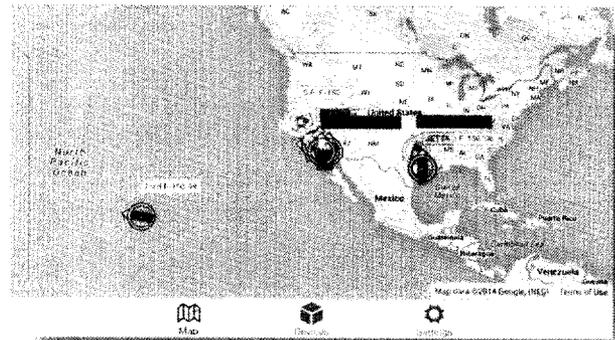
### Benefits of US Fleet Tracking's products and service:



- 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.



## Equipment list

2 Stihl FS 250R Line Trimmer



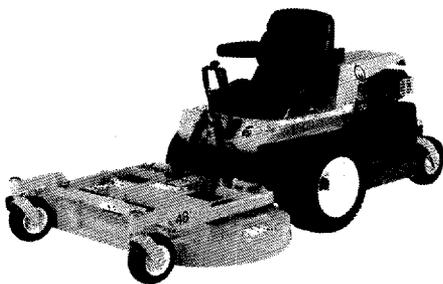
2 Stihl 756 CFM Backpack Blower



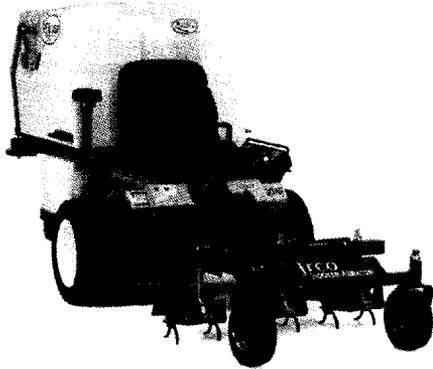
1 Melane 801 Powered Lawn Edger



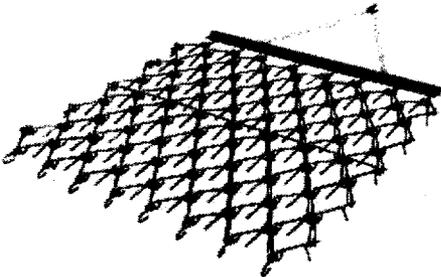
1- Walker B23i Zero Turn Gasoline mower with 60" articulating mulching deck



1 JRCO 751 Plug aerator with 6" spacing



1 Chain harrow to break plugs



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



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

### **Extras**

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.







PACICOA-02

CPHELAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2015

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).

<b>PRODUCER</b> AP Intego Insurance Group, LLC 144 North Road Suite 2050 Sudbury, MA 01776	<b>CONTACT NAME:</b> Nick Botcher <b>PHONE (A/C, No, Ext):</b> (800) 274-4532 <b>E-MAIL ADDRESS:</b> info@apintego.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Pacific Coast Landscape & Design, Inc. 1327 Sutherland Dr Riverside, CA 92507	<b>INSURER A:</b> Wesco Insurance Company <span style="float:right">NAIC # 25011</span>
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	<b>WWC3112195</b>	<b>12/04/2014</b>	<b>12/04/2015</b>	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

<b>Proof of Insurance</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



# 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).

<b>PRODUCER</b> <b>Landscape Contractors (Lic#0755906)</b> <b>Insurance Services, Inc.</b> <b>1835 N. Fine Avenue</b> <b>Fresno CA 93727</b>	<b>CONTACT NAME:</b> Victoria Mitchell	
	<b>PHONE (A/C, No, Ext):</b> (559) 650-3555	<b>FAX (A/C, No):</b> (559) 650-3558
	<b>E-MAIL ADDRESS:</b> vanderson@lcisinc.com	
<b>INSURED</b> <b>Pacific Coast Landscape &amp; Design Inc.</b> <b>1327 Sutherland Drive</b> <b>Riverside CA 92507</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Atlantic Specialty Insurance	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 14/15 Pkg & Umb                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 Pd Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			618-00-00-49-0000 Blanket Contractual Liability	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			618-00-00-49-0000	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**RE:** All landscape operations performed by or on behalf of the named insured.

\*\*\*\*\*PROOF OF INSURANCE\*\*\*\*\*

**CERTIFICATE HOLDER**                      **CANCELLATION**

***** *****PROOF OF INSURANCE***** *****	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b>  V Mitchell/HRODEL

**LANDSCAPE MAINTENANCE OF  
VARIOUS NEIGHBORHOOD PARKS**

**BASE BID**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Dover Park)	Month	24	\$2200	\$52,800
2.	Landscape Maintenance (Dunnell Nature Park)	Month	24	\$400	\$9,600 ✓
3.	Landscape Maintenance (Gary Falati Park)	Month	24	\$1050	\$25,200 ✓
4.	Landscape Maintenance (Hillview Park)	Month	24	\$825	\$19,800 ✓
5.	Landscape Maintenance (Lee Bell Park)	Month	24	\$1050	\$25,200
6.	Landscape Maintenance (Mankas Park)	Month	24	\$930	\$22,320 ✓
7.	Landscape Maintenance (Meadow Park)	Month	24	\$650	\$15,600 ✓
8.	Landscape Maintenance (Dover Bike Trail)	Month	24	\$540	\$12,960 ✓
9.	Landscape Maintenance (Meadow Glen Park)	Month	24	\$300	\$7,200 ✓
10.	Landscape Maintenance (Rolling Hills Park)	Month	24	\$465	\$11,160 ✓
11.	Landscape Maintenance (Sunrise Park)	Month	24	\$950	\$22,800 ✓
12.	Landscape Maintenance (Camrose Bike Trail)	Month	24	\$125	\$3,000
13.	Landscape Maintenance (Tabor Park)	Month	24	\$945	\$22,680 ✓
14.	Landscape Maintenance (Tolenas Park)	Month	24	\$600	\$14,400 ✓
15.	Landscape Maintenance (Tot Lot (Kentucky))	Month	24	\$250	\$6,000 ✓
16.	Landscape Maintenance (Tot Lot (Utah))	Month	24	\$150	\$3,600
17.	Landscape Maintenance (Veterans Park)	Month	24	\$750	\$18,000 ✓
18.	Landscape Maintenance (Waterman Blvd & Hilborn Rd)	Month	24	\$350	\$8,400 ✓
19.	Landscape Maintenance (Woodcreek Park)	Month	24	\$825	\$19,800 ✓
<b>TOTAL BID:</b>					\$320,520

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

**REQUIRED INFORMATION**

On occasion, the City of Fairfield 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

\_\_\_\_\_.

\_\_\_\_\_.

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.

Extra work may include activities beyond the frequencies of maintenance as described in the Specifications. The LLM will request a proposal to perform such activities.

## **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.

### **Elima Lani, Hawaii**

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.

## **Experience & Reference**

### **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.

## **PROPOSAL QUESTIONNAIRE\***

Contractor will be **disqualified** 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 **each** 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 contractor has not met the requirements, the contractor **will not** be awarded the contract or after the contract is awarded the contractor can be placed in **default**. It is the utmost 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.

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

6. Answer to question #6

For the Fairfield Neighborhood Parks: our team will begin each 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. We will have a team of 3-4 men and they will offload their equipment and setup their safety cone zone. 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.

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

Please note:

We will assess the necessary time to complete our assigned parks. During the first few weeks we will overstaff our teams until we find the perfect combination of men for the parks. We also need to make sure that we are able to raise the parks to our PCLD standard of quality before we are comfortable with 3-4 men per day.

# **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 to 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, scuffling, 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.

\*Sample Forms attached

# SAFETY INSPECTION CHECKLIST

DATE: \_\_\_\_\_ CONDUCTED BY: \_\_\_\_\_

ROUTE NAME	VEHICLE MAKE AND MODEL	LICENSE PLATE #	DRIVER									
<b>INSURANCE CARD</b>												
<b>ACCIDENT REPORT/GUIDELINES</b>												
<b>VEHICLE</b>	<b>INSPECTED?</b>	<b>SAFETY EQUIPMENT</b>		<b>INSPECTED?</b>		<b>SAFETY GEAR/ATTIRE</b>		<b>INSPECTED?</b>		<b>OTHER</b>	<b>INSPECTED?</b>	
		YES	NO	YES	NO	YES	NO	YES	NO		YES	NO
TIRES		FIRE EXTINGUISHER		SAFETY VESTS		GAS CONTAINERS						
HORN		FLAGS/FLARES		GLOVES		PESTICIDES						
LIGHTS		CONES		GOGGLES		HAZARDOUS MATERIAL						
WINDSHIELD		CHAINS		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)

INSPECTOR NAME

SIGNATURE

# IDENTIFIED HAZARDS AND CORRECTION RECORD

DATE OF INSPECTION: \_\_\_\_\_ DATE CORRECTED: \_\_\_\_\_

ROUTE NAME: \_\_\_\_\_

VEHICLE MAKE AND MODEL: \_\_\_\_\_

DRIVER: \_\_\_\_\_

HAZARD IDENTIFIED (Please explain): \_\_\_\_\_

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MANNER OF CORRECTION: \_\_\_\_\_

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NAME OF EMPLOYEE: \_\_\_\_\_ NAME OF SUPERINTENDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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# Summary of Work-Related Injuries and Illnesses



Year 20 \_\_\_\_\_

U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB No. 1218-0176

All establishments 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.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, 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 its equivalent. See 29 CFR Part 1904.35 in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

Total number of deaths \_\_\_\_\_ Total number of cases with days away from work \_\_\_\_\_ Total number of cases with job transfer or restriction \_\_\_\_\_ Total number of other recordable cases \_\_\_\_\_

(G) \_\_\_\_\_ (H) \_\_\_\_\_ (I) \_\_\_\_\_ (J) \_\_\_\_\_

## Number of Days

Total number of days away from work \_\_\_\_\_ Total number of days of job transfer or restriction \_\_\_\_\_

(K) \_\_\_\_\_ (L) \_\_\_\_\_

## Injury and Illness Types

Total number of . . .

- (M) Injuries \_\_\_\_\_ (4) Poisonings \_\_\_\_\_
- (2) Skin disorders \_\_\_\_\_ (5) Hearing loss \_\_\_\_\_
- (3) Respiratory conditions \_\_\_\_\_ (6) All other illnesses \_\_\_\_\_

## Establishment information

Your establishment name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Industry description (e.g., *Manufacture of motor truck trailers*) \_\_\_\_\_

Standard Industrial Classification (SIC), if known (e.g., 3715) \_\_\_\_\_

OR \_\_\_\_\_

North American Industrial Classification (NAICS), if known (e.g., 336212) \_\_\_\_\_

**Employment information** (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees \_\_\_\_\_

Total hours worked by all employees last year \_\_\_\_\_

## Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive \_\_\_\_\_ Title \_\_\_\_\_

(Phone) \_\_\_\_\_ / / \_\_\_\_\_ Date \_\_\_\_\_

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form.**

Public reporting burden for this collection of information is estimated to average 38 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 unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3044, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 301 Injury and Illness Incident Report

This *Injury and Illness 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 *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the 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, 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 1904, OSHA's recordkeeping 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.

Completed by \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Title \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_

**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  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

## Information about the employee

- 1) Full name \_\_\_\_\_
- 2) Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_
- 3) Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_
- 4) Date hired \_\_\_\_/\_\_\_\_/\_\_\_\_
- 5)  Male  Female

## Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_/\_\_\_\_/\_\_\_\_ AM / PM
- 12) Time employee began work \_\_\_\_\_ AM / PM
- 13) Time of event \_\_\_\_\_ AM / PM  Check if time cannot be determined
- 14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

## Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_
- 7) If treatment was given away from the worksite, where was it given?  
 Facility \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

- 17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

- 18) **If the employee died, when did death occur?** Date of death \_\_\_\_/\_\_\_\_/\_\_\_\_



NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President/CEO of Pacific Coast Landscape the party 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, or to fix any overhead, profit, or cost element of the bid price or of that of 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 has not paid, and will not pay, any person or entity for such purpose.

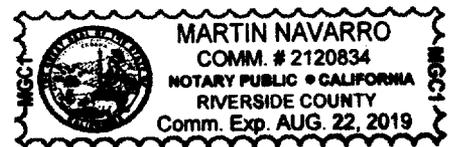
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the 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 10/19/15 (date) at Riverside (city), CALIFORNIA (state).

10/19/15  
(Date)

[Signature]  
(Signature)

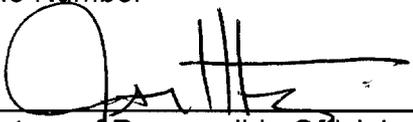
**NOTE: THIS FORM MUST BE NOTARIZED**



Pacific Coast Landscape Design Inc.  
Name of Firm

3047 Van Buren Blvd. Riverside, CA  
Business Address 92507

951. 683-2197  
Phone Number

  
Signature of Responsible Official

Contractor's License:

a. Class: C-27  
b. Number: 907343  
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.

Pacific Coast Landscape & Design, Inc.  
Jorge Martinez - President  
Maria Martinez - Secretary  
Maria 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 of RIVERSIDE )

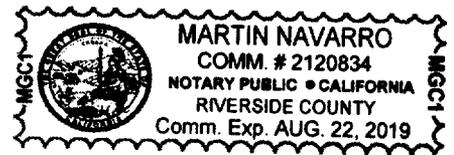
On OCTOBER 19, 2015 before me, MARTIN NAVARRO, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared JORGE ARTURO MARTINEZ -----,  
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 Martin Navarro (Seal)



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

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 TEN PERCENT 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"

Pacific Coast Landscape & Design Inc.  
3047 Van Buren St. Riverside CA  
92503

By: [Signature]  
Title President/CEO

By: \_\_\_\_\_  
Title \_\_\_\_\_

"Surety"

UNITED FIRE & CASUALTY COMPANY  
3880 ATHERTON ROAD, ROCKLAND, CA 95765

By: [Signature]  
Title JEREMY PENDERGAST  
ATTORNEY-IN-FACT

By: \_\_\_\_\_  
Title \_\_\_\_\_

(Seal)

(Seal)

**Note: This bond must be 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**

**CIVIL CODE § 1189**

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 )

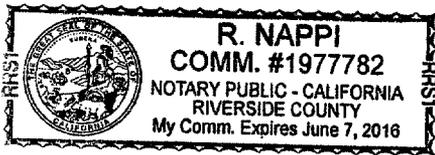
On 10/19/2015 before me, R NAPPI "Notary Public"  
Date Here Insert Name and Title of the Officer

personally appeared JEREMY PENDERGAST  
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 R. Nappi  
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 Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
Econo Fence, Inc.

Signer Is Representing: \_\_\_\_\_



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 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.

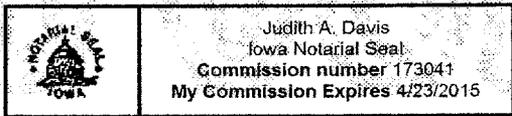
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of November, 2014

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY



By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:  
 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.



*Judith A. Davis* Notary Public  
 My commission expires: 4/23/2015

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 this 19th day of October, 2015



By: *David A. Lange*  
 Secretary, UF&C  
 Assistant Secretary, UF&I/FPIC