

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2017 - 88**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING  
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO FORSTER  
& KROEGER LANDSCAPE MAINTENANCE, INC. FOR THE LANDSCAPE  
MAINTENANCE OF THE SOUTHBROOK AND CREEKSIDE LIGHTING AND  
LANDSCAPE MAINTENANCE DISTRICTS**

**WHEREAS**, the bid opening for the Landscape Maintenance of the Southbrook and Creekside Lighting and Landscape Maintenance District took place on March 21, 2017; and

**WHEREAS**, the apparent low bidder was Forster & Kroeger Landscape Maintenance, Inc. in the amount of \$385,200.00; and

**WHEREAS**, staff has reviewed the bid documents from Forster & Kroeger Landscape Maintenance, Inc. and found them to be in order; and

**WHEREAS**, staff is recommending that the City Council award the contract to Forster & Kroeger Landscape Maintenance, Inc.

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

Section 1. The plans and specifications for the Landscape Maintenance of the Southbrook and Creekside Landscape Maintenance Districts are hereby approved.

Section 2. The City Manager is authorized and directed to enter into a contract with Forster & Kroeger Landscape Maintenance, Inc. in the amount of \$385,200.00.

Section 3. The Public Works Director is authorized to extend the contract for four (4) additional twenty-four (24) month periods with the same terms and conditions including a negotiated compensation adjustment not to exceed the May 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 18th day of April, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO  
NOES: COUNCILMEMBERS: NONE  
ABSENT: COUNCILMEMBERS: Bertani  
ABSTAIN: COUNCILMEMBERS: NONE

James T. Price  
MAYOR

ATTEST:

Karen L. Rees

CITY CLERK

pw

## LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated May 24, 2017, by and between the CITY OF FAIRFIELD, party of the first part, (hereinafter called the "CITY"), and FORSTER & KROEGER LANDSCAPE MAINTENANCE, 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 FOR THE SOUTHBROOK AND CREEKSIDE LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS**

(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>February 27, 2017</u> |
| (b) The accepted bid dated                                      | <u>March 21, 2017</u>    |
| (c) Instructions to bidders,                                    | <u>February 27, 2017</u> |
| (d) City of Fairfield Standard Specifications and details dated | <u>September 1, 2015</u> |
| (e) Performance Bond dated                                      | <u>APRIL 27, 2017</u>    |
| (f) Labor and Materials Bond dated                              | <u>APRIL 27, 2017</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 May 1, 2017, 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 FOR THE SOUTHBROOK AND CREEKSIDE  
LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS**

**BASE BID**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1	<b>Southbrook</b>	Month	24	\$14,850.00	\$356,400.00
2	<b>Creekside</b>	Month	24	\$1,200.00	\$28,800.00
TOTAL BID:					\$385,200.00

**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: Cost plus 15% rg.

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

\$40 per hour rg.

All extra work shall be in 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 right(s) to have another contractor perform extra work if the CONTRACTOR's proposal is not acceptable to the LLM.

**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 owed 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 a negotiated adjustment not to exceed the May CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than four 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:

Forster-Kroeger  
77 Larkspur St  
San Rafael CA  
94901

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 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.

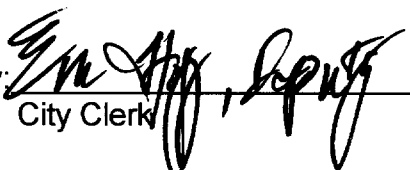
When local projects require, contractors, subcontractors, consultants and developers will solicit proposals from qualified local firms where possible.

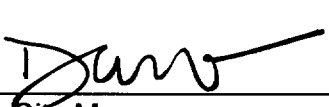
As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

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

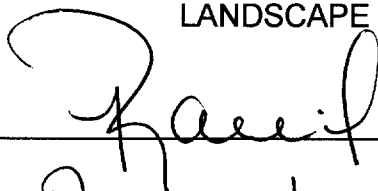
ATTEST:

CITY OF FAIRFIELD

By:   
City Clerk

By:   
City Manager *COM*

CONTRACTOR: FORSTER & KROEGER  
LANDSCAPE MAINTENANCE, INC.

By:   
President  
Title

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

**LANDSCAPE MAINTENANCE FOR  
THE SOUTHBROOK AND CREEKSIDE  
LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty four (24) months** from the date of the Notice to Proceed (anticipated to be May 1, 2017.)

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

In case of discrepancy between the unit price and the total price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:

none

## STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: Town of Corte Madera  
Address: 300 Tamalpais Drive, Corte Madera, CA 94925  
Contract Person/Title: Kevin Kramer  
Phone Number: 415-559-5936  
Number of years servicing this account: 15 years
2. Account Name: City of Mill Valley  
Address: 26 Corte Madera Avenue, Mill Valley, CA 94941  
Contract Person/Title: Tommy Boyd  
Phone Number: 415-388-4242  
Number of years servicing this account: 18 years
3. Account Name: City of San Rafael  
Address: 11 Morpheus Street, San Rafael, CA 94901  
Contract Person/Title: Dave Davenport  
Phone Number: 415-720-6009  
Number of years servicing this account: 10 years

**Note: Failure to comply with this section and background check can be grounds for rejecting bid.**

**LANDSCAPE MAINTENANCE FOR  
THE SOUTHBROOK AND CREEKSIDE  
LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS**

**BASE BID**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1	<b>SOUTHBROOK</b>	Month	24	14,850.	356,400.
2	<b>CREEKSIDE</b>	Month	24	1,200.	28,800.
TOTAL BID:				385,200.00	

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

**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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

## 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?  
*19 years. From Sacramento to Monterey*
2. Describe the type(s) of safety training your employees receive and the Quality Assurance Program that is directly related to the performance of the landscaping services requested. *All employees are trained in proper equipment usage and safe handling, and are required to attend monthly safety tailgate meetings. Additionally, there is required annual safety training for the spray operators.*
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?  
*we have anywhere from 25-40 employees depending on the time of year and number of contracts to be maintained.*
4. Provide a standard detail worksheet assignment for an average day dealing with multiple sites without compromising the maintenance.  
*Please see attached*
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?  
*Please see attached*

6. Describe on a separate sheet of paper your firm's work plan to 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 technician, 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 upmost importance that the contractor has significant amounts of manpower, resources, and materials to meet every level of this contract and comply fully with the seasonal, monthly, weekly and daily task. There will be no exceptions, and no excuses.

Please see attached

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.

Raul Garcia, President  
77 Larkspur Street  
San Rafael, CA 94901  
(415) 720-3631  
raul@forster-kroeger.com

\* Attach additional pages if needed

# Daily Landscape Maintenance Work Sheet

**Date:**

**Day:**   M   T   W   T   F   S   S

<b>Work Performed</b>	<b>Check If Done</b>	<b>Area(s) of Work</b>
<b>Lawn Maintenance</b>		
a. Mowing	<input type="checkbox"/>	<input type="text"/>
b. Edging	<input type="checkbox"/>	<input type="text"/>
c. Aerating	<input type="checkbox"/>	<input type="text"/>
d. Dethatching	<input type="checkbox"/>	<input type="text"/>
<b>Fertilization</b>		
a. Fertilize lawn	<input type="checkbox"/>	<input type="text"/>
b. Fertilize other vegetation	<input type="checkbox"/>	<input type="text"/>
<b>Weed Eradication</b>		
a. Remove weeds and other unwanted vegetation	<input type="checkbox"/>	<input type="text"/>
b. Cut weeds	<input type="checkbox"/>	<input type="text"/>
<b>Irrigation/ Watering</b>		
a. Inspect sprinkler system operation	<input type="checkbox"/>	<input type="text"/>
b. Adjust and repair heads, controls, and timers	<input type="checkbox"/>	<input type="text"/>
c. Hand water containers	<input type="checkbox"/>	<input type="text"/>
<b>Chemical Applications</b>		
a. Spray developed areas	<input type="checkbox"/>	<input type="text"/>
b. Spray undeveloped areas	<input type="checkbox"/>	<input type="text"/>
<b>Pruning</b>		
a. Prune trees and shrubs in developed areas	<input type="checkbox"/>	<input type="text"/>
b. Prune trees and shrubs in undeveloped areas	<input type="checkbox"/>	<input type="text"/>
c. Remove fallen branches, fruit, and leaves	<input type="checkbox"/>	<input type="text"/>
d. Replace stakes and ties	<input type="checkbox"/>	<input type="text"/>
<b>Comments:</b>		

**Work Plan for the City of Fairfield Landscape Maintenance**  
**For Southbrook and Creekside Lighting & Landscape**  
**Maintenance Districts**

Forster & Kroeger intends to assign a full time, three person crew to the City of Fairfield Southbrook and Creekside contract. With an additional 2 person crew to assist with highway mowing in the summer months.

Alfredo Tellez will be the crew leader and will be responsible for ensuring daily work is preformed correctly. Raul Garcia, president / manager of Forster & Kroeger, will assign the work to be preformed each morning and check on the crew throughout the day to ensure proper standards are being maintained.

Aeration will occur as per the city's specifications.

Mowing and trimming will take place weekly or more often if needed. Edging and blowing will occur every mowing.

There will be a weekly irrigation check to ensure all turf and plantings are receiving adequate water. A watering schedule will be adjusted according to the season, weather conditions and condition of the plants.

Raking and blowing of leaves will be on an as needed basis with emphasis placed on the fall months.

Tree wells will be checked and kept weed free on an as needed basis. Stakes and guys will be checked regularly, and replaced as needed.

All trees will be maintained to ensure proper shape and growth habit. With the majority of pruning being done in the fall to prevent storm damage.

Spraying of pre and post emergence herbicides will occur in September, October, February and May. Some turf areas will be treated with a selected herbicide to eradicate infestations of broadleaf grasses, and improve the appearance of the areas. Pesticides will be used on an as needed basis. We will employ our integrated pest management program, to reduce the use of chemicals as much as possible.

Fertilizer will be applied to turf areas four times a year. All other planted areas will have fertilizer applied twice a year.

Raul Garcia will meet with the Superintendent of Public Works every week to ensure work is maintained to the City of Fairfield's standards and address any concerns that may have arisen during the week.



## **Equipment List Available For Use**

- 1) One Utility truck equipped with all tools and supplies needed for irrigation repair.**
- 2) One Ford F250 pick-up truck suitable for carrying mowers.**
- 3) One Farmtec 200 gallon spray truck**
- 4) One John Deere 72" mower.**
- 5) One X Mark 36" mower.**
- 6) One X Mark 21" mower.**
- 7) One McLean walk behind edger.**
- 8) Two Echo PB 400 gas blowers.**
- 9) Two Husqvarna 235 RII weed eaters.**
- 10) Various hand tools: loppers, rakes, shovels etc.**
- 11) Two Solo SPI spray backpacks.**
- 12) Two hedge trimmers.**
- 13) Pole pruner suitable for trimming trees up to 12'.**

## **Integrated Pest Management Plan for** **Forster & Kroeger Landscape Maintenance, Inc.**

**Forster & Kroger Landscape Maintenance, Inc is dedicated to an environmentally sensitive approach to pest management that relies on a combination of common-sense practices. We use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property and the environment.**

**Forster and Kroeger takes advantage of all appropriate pest management options including, but not limited to, the judicious use of pesticides when other means fail or are not suitable. We try to limit our use of pesticides to those that are produced from natural sources, but will use synthetic chemicals if desired by the contract manager.**

**By keeping the grounds clean and well maintained we hope to limit the possibility of any pest infestations. Forster & Kroeger will monitor the grounds carefully to identify any pests present before they can become a larger problem. Through accurate identification of pests and weeds the appropriate control measures can be taken. Not all pests and weeds require control; many are innocuous and some are even beneficial. This monitoring and identification removes the possibility that pesticides will be used when they are not really needed or that the wrong kind of pesticide will be used.**

**Once monitoring, identification and action thresholds indicate that pest control is required, and preventive methods are no longer effective, less risky pest control methods are chosen first. Mechanical control such as trapping and weeding will be used if possible, then pheromones to disrupt mating. If the less risky controls are not working, then additional pest control methods will be employed, such as targeted spraying of pesticides. Of course, notice of pesticide application would be posted to warn the public before spraying occurs.**

## **Qualifications and Experience**

Forster & Kroeger has been in the landscape business since 1962. Since 1998 Forster & Kroeger Landscape Maintenance, Inc., a California Corporation, has been maintaining landscaped areas for many local municipalities as well as maintaining both State and Federal contracts for the California Department of Transportation. We are certified as a Small Business (Micro), with a 721029 classification, by the California Department of General Services and certified as a State Minority Business Enterprise by the California Department of Transportation.

We provide both initial site clean-up and on-going landscape maintenance, irrigation maintenance and repair, herbicide/pesticide applications, flood zone control, fire zone weed abatement and chipping programs for both large and small contracts.

We have anywhere from 25-40 employees depending on the time of year and number of contracts to be maintained. There is an assigned bi-lingual crew leader on every job, and all crews are equipped with two-way radios. Crews are equipped with safety vests and trucks are painted with the company logo so they are easily identifiable. All employees are trained in proper equipment usage and handling, and are required to attend monthly safety tailgate meetings. Additionally, there is required annual safety training for the spray operators. All of our current contracts require Contractor and pest control licensing, proof of insurance, daily work reports and payroll verification. Raul Garcia, President of Forster & Kroeger Landscape Maintenance, Inc. will be the point of contact. He can be reached at (415) 720-3631 or [raul@forster-kroeger.com](mailto:raul@forster-kroeger.com).

Raul Garcia is the President of Forster & Kroeger Landscape Maintenance, Inc. since 1998. He is responsible for the daily running of the Company and oversees all work being performed. Raul completed a course in landscaping and irrigation at College of Marin in 1996 and qualified as a Bay-friendly Landscape Maintenance Professional in March, 2016. Raul also has a Qualified Applicators license with the California Dept. of Pesticide Regulation and has completed his continued education hours for this year.

Isaac Damian has worked for F&K since 2014. He works closely with the Property Managers and recommends landscape improvements to enhance their property value. He also works closely with the crew leaders and over-sees the daily work being performed. Isaac successfully completed Intro to Horticulture and Pest Management at Diablo Valley College in November 2015.

Manuel Guerrero is a crew leader and irrigation technician. Manuel has worked for Forster & Kroeger since May 2013.

Alfredo Tellez is a crew leader and has worked for Forster & Kroeger Landscape Maintenance since 2005.

Forster & Kroeger has been providing general landscape maintenance, new planting and irrigation repair and maintenance for the medians, parks and municipal buildings in the town of Corte Madera for over fifteen years. Contact Kevin Kramer at (415) 509-5936 for a reference.

Forster & Kroeger has been working the Mill Valley Fire Department to reduce fire fuel danger to the City of Mill Valley for over five years. We provide weed abatement, tree pruning, and chipping to the residents all throughout Mill Valley. Contact Scott Barnes, Battalion Chief MVFD at (415) 389-4130

Forster & Kroeger has been providing general landscape maintenance and on-call labor to the City of Mill Valley for 20 years. Contact Tony Boyd at (415) 388-4242 for a reference.

Forster & Kroeger has been providing general landscape maintenance to the City of San Rafael for over 10 years. Please contact Dave Davenport at (415) 720-6009 for a reference.

Copies of all licenses and certificates available upon request

## DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8.6 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, location of the shop or office and CSBL license number of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the landscape maintenance work of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>	<u>Sub Contr. CSBL Lic. Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1. <u>none</u>			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

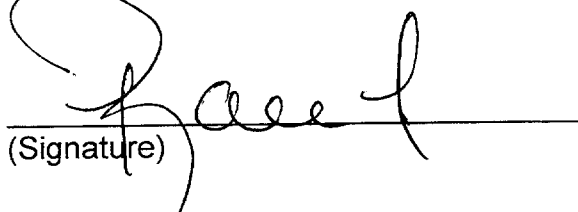
I am the President of Forstar-Kroeger, the party making the foregoing bid.

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 3/21/17 (date) at San Rafael (city), California (state).

3/21/17  
(Date)

  
(Signature)

**NOTE: THIS FORM MUST BE NOTARIZED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

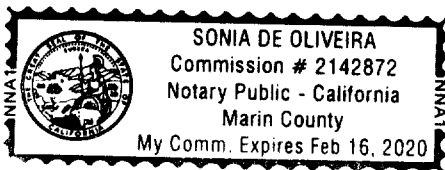
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )  
On March 21, 2017 before me, Sonia De Oliveira, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Raul P. Gonzalez  
Name(s) of Signer(s)  
LC

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

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

WITNESS my hand and official seal.



Signature [Signature]  
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: \_\_\_\_\_

Forster & Kroeger Landscape Maintenance, Inc.  
Name of Firm

77B Lakeside St., San Rafael, CA 94901  
Business Address

(415) 456-6684  
Phone Number

  
Signature of Responsible Official

CONTRACTOR's License:

a. Class: C-27  
b. Number: 748791  
c. Expiration Date: 5/31/18  
d. FEI Number: 6B-0407551

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

Raul Garcia, President  
Charles Kroeger, Secretary/Treasurer



**COPY**

**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 FOR  
THE SOUTHBROOK AND CREEKSIDE  
LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS**

WHEREAS Forster & Kroeger Landscape Maintenance, Inc.

15 Library Place, San Anselmo, CA 94960

*(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 \_\_\_\_\_

Endurance Assurance Corporation

750 Third Avenue, 2nd Floor, New York, NY 10017

*(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 (10%) of the Total Amount Bid

Dollars (\$ 10% ), 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: March 21, 2017

"Contractor"

Forster & Kroeger Landscape Maintenance, Inc.

By: [Signature]  
Title

By: President  
Title

"Surety"

Endurance Assurance Corporation

By: [Signature]  
Title Virginia L. Black, 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 )

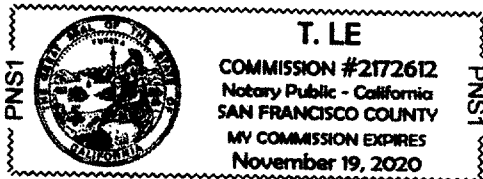
County of San Francisco )On March 21, 2017 before me, T. Le, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Virginia L. Black

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 T. Le  
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: \_\_\_\_\_

# ENDURANCE ASSURANCE CORPORATION

POAA000001264 134

## POWER OF ATTORNEY

**Know all Men by these Present**, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint SUSAN M. EXLINE, M. MOODY, BETTY L. TOLENTINO, K. ZEROUNIAN, KEVIN RE, JANET C. ROJO, VIRGINIA L. BLACK, FRANCIS E. COOK, DANIJELA L. MOSUNIC its true and lawful Attorney(s)-in-fact at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penalty thereon in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears hereunder under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said attorney(s)-in-fact is authorized to act.) December 7, 2019

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 17th day of August, 2016 at Purchase, New York.

(Corporate Seal)  
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: Purchase  
COUNTY OF WESTCHESTER

On the 17th day of August, 2016 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument and that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that (s)he signed his (her) name thereto by like order.  
(Notary Seal)

*Nicholas James Benenati*

Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

## CERTIFICATE

STATE OF NEW YORK ss: Purchase  
COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety and co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety and co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 21st day of March, 2017

(Corporate Seal)

*Christopher Donelan*

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: [suretybondclaims@enduranceservices.com](mailto:suretybondclaims@enduranceservices.com)

Surety Claims Hotline: 877-676-7575

Mailing Address: Endurance Surety Claims Department, 750 Third Avenue - 10th Floor, New York, NY 10017