BID SHEET
TURF REPLACEMENT AND LANDSCAPE RENOVATION AT THE SANTIAGO HILLS ASSESSMENT
DISTRICT - SKYLARK PLACE

Date: 4/21/2017
Bid Submitted by: [Signature]
Company Name: Southern California Landscape, Inc.
Address: 8436 Banana Ave
Fontana, CA 92335
Contact Name: Ron Lyon
Phone: 909.350.3582
Email: ronescaland.com

Signature of Responsible Officer or Employee
Print Name

The stated bid amount below constitutes the total dollar amount to perform the work as described in this Request for Bid and according to the approved landscape plans associated with this project.

A. BID COST SCHEDULE TOTALS:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irrigation</td>
<td>$129,000.00</td>
</tr>
<tr>
<td>Soil Preparation</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>Planting</td>
<td>$102,100.00</td>
</tr>
<tr>
<td>Maintenance (30 day)</td>
<td>$2,400.00</td>
</tr>
</tbody>
</table>

TOTAL PROJECT BID AMOUNT: $276,500.00
B. UNIT COST SCHEDULE

All bidders are required to provide the following unit cost figures. These figures shall be used by the City for additions/deletions to the contract, extra work or for payment adjustments. All unit pricing shall include complete installation where required. Show square footage and/or unit pricing as it applies.

**Irrigation:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sq. Ft. Price</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub surface irrigation installation</td>
<td>200</td>
<td>2.00</td>
</tr>
</tbody>
</table>

**Soil Preparation:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sq. Ft. Price</th>
<th>Cu. Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Import soil roto-tilling and grading</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>Top Dressing/Mulch installation</td>
<td>.25</td>
<td>60.00</td>
</tr>
</tbody>
</table>

**Planting:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree planting, 24 in. box</td>
<td>4.00</td>
</tr>
<tr>
<td>Shrub planting, 1- Gallon</td>
<td>12.00</td>
</tr>
<tr>
<td>Shrub planting, 5- Gallon</td>
<td>35.00</td>
</tr>
</tbody>
</table>

**Labor Hourly Rates:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>$95  hr.</td>
</tr>
<tr>
<td>Foreman</td>
<td>$85  hr.</td>
</tr>
<tr>
<td>Laborer</td>
<td>$75  hr.</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>$85  hr.</td>
</tr>
</tbody>
</table>


KNOW ALL MEN BY THESE PRESENTS, that we Southern California Landscape, Inc.,
8636 Banana Avenue, Fontana, CA 92335

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and The Guarantee Company of North America USA, 6303 Owensmouth Avenue, 10th Floor, Woodland Hills, CA 91367

(Here insert full name and address or legal title of Surety)

as a corporation duly organized under the laws of the State of Michigan
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Orange, 300 East Chapman, Orange, CA 92866

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

TEN PERCENT OF THE TOTAL AMOUNT BID

Dollars (10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Turf Replacement and Landscape Renovation at the Santiago Hills Assessment District Skylark Place

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of June, 2017.

[Signature]
Kimberly Lyon, Notary Public

[Signature]
Corinne L. Hernandez, Notary Public

[Signature]
Lee A. Lyon, Secretary

[Signature]
William Syrkin, Attorney-In-Fact

Southern California Landscape, Inc.
(Principal)

(Signature)
(Seal)

The Guarantee Company of North America USA
(Surety)

(Signature)
(Seal)
POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Millennium Corporate Solutions, LLC
William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Richard Leroy Adair

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assigns, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer
Randall Musselman, Secretary

On the 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2018
Acting In Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 19th day of June, 2017.

Randall Musselman, Secretary
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On June 19, 2017 before me, Corinne L. Hernandez, Notary Public, 

Date

personally appeared William Syrkin

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: 

Document Date: 

Number of Pages: 

Signer(s) Other Than Named Above: 

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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

Signer Is Representing: The Guarantee Company of North America, USA

Signer's Name: 

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

Signer Is Representing: 

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California All-Purpose Certificate of 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 San Bernardino

On 06/21/2017 before me, Kimberly Lyon, A Notary Public

personally appeared Lee Ann Lyon

Ronald Lyon III

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 of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of ____________________________________________

containing ___ pages, and dated ________________________________.

The signer(s) capacity or authority is/are as:

☐ Individual(s)
☐ Attorney-in-fact
☒ Corporate Officer(s)
☐ President Title(s)
☐ Secretary

☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: ________________________________

representing: ________________________________________________

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # ______

Notary contact: ________________________________

Other

☐ Additional Signer ☒ Signer(s) Thumbprint(s)

☐ ________________________________
Southern California Landscape, Inc.
Completed Projects

Owner: Riverside Unified School District
Address: 3070 Washington St. Riverside, CA
Contact Person: Kevin Hauser (951) 377-2573
Project Name: Emerson, Mt. View & Pachappa Schools
Date of Completion: April - 2011
Contract Amount: $ 399,000.00
Architect: Ian Davidson Landscape Architecture
Address/Telephone: 3547 Market St. Riverside, CA 92501 (951) 683-1283
Project Description: Installed irrigation and landscape
Email: khauser@rusd.k12.ca.us

Owner: Hesperia Unified School District
Address: 15576 Main St. Hesperia, CA
Contact Person: Tom Ferris
Project Name: Krystal Elementary
Date of Completion: March - 2010
Contract Amount: $ 603,403.00
Architect: Frick, Frick & Jette Architects
Address/Telephone: 19153 Town Center Dr. Ste. 101, Apple Valley, CA 92308(760)0240-6211
Project Description: Installed irrigation and landscape

Owner: Jurupa Community Service District
Address: 11201 Harrel St. Jurupa Valley, CA 91752
Contact Person: Richard Welch (951) 685-7434
Project Name: Eastvale Community Center
Date of Completion: August - 2012
Contract Amount: $ 544,000.00
Architect: Kroh Architect
Address/Telephone: 6956 Indiana Ave. Ste. 8, Riverside, CA 92506 (951) 788-5940
Project Description: Installed irrigation and landscape

Owner: City of Montclair
Address: 5111 Benito Ave., Montclair, CA 91763
Contact Person: Steve Stanton (909) 447-3519
Project Name: Mission Blvd. Corridor Phase 8
Date of Completion: January - 2011
Contract Amount: $ 375,000.00
Address/Telephone: (909) 920-0660
Project Description: Installed irrigation and landscape
Email: sstanton@cityofmontclair.org
<table>
<thead>
<tr>
<th>Owner:</th>
<th>Hemet Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1791 Acacia Ave., Hemet, CA</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Hans Twardowski (951) 765-5100</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Hemet High School</td>
</tr>
<tr>
<td>Date of Completion:</td>
<td>July - 2010</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$165,501.00</td>
</tr>
<tr>
<td>Architect:</td>
<td>Trittipo Architecture &amp; Planning</td>
</tr>
<tr>
<td>Address/Telephone:</td>
<td>1890 Diamond St. San Marcos, CA 92078</td>
</tr>
<tr>
<td>Project Description:</td>
<td>Installed irrigation and landscape</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Balfour Beauty Construction (858) 635-7400</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:htwardowsk1@hemetusd.k12.ca.us">htwardowsk1@hemetusd.k12.ca.us</a></td>
</tr>
</tbody>
</table>

| Owner:                  | San Gorgonio Memorial Healthcare District                           |
| Address:               | 600 N. Highland Springs Ave Banning, CA 92220                       |
| Contact Person:        | John Wolkowics (951) 710-7196                                       |
| Project Name:          | San Gorgonio Memorial Healthcare                                    |
| Date of Completion:    | December - 2012                                                     |
| Contract Amount:       | $312,000.00                                                         |
| Architect:             | KTUN Planning & Landscape Architecture                              |
| Address/Telephone:     | 3916 Normal St San Diego, CA 92103 (619)-294-4477                   |
| Project Description:   | Installed irrigation and landscape                                  |

| Owner:                  | Riverside Unified School District                                  |
| Address:               | 3380 14th Street, Riverside, CA 92501                              |
| Contact Person:        | Kevin Hauser (951) 377-2573                                        |
| Project Name:          | Arlington High School Athletic Field Upgrades                      |
| Date of Completion:    | February - 2013                                                    |
| Contract Amount:       | $1,161,740.00                                                      |
| Architect:             | Ian Davidson Landscape Architecture                                 |
| Address/Telephone:     | 3547 Market St. Riverside, CA 92501 (951)-683-1283                  |
| Project Description:   | Installed irrigation and landscape                                  |
| Email:                 | khauser@rUSD.k12.ca.us                                             |

<p>| Owner:                  | Desert Sands Unified School District                               |
| Address:               | 47-950 Dune Palms Rd., La Quinta, CA 92253 (760) 771-8516           |
| Contact Person:        | Patrick Cisneros                                                    |
| Project Name:          | Amistad Wilson Continuation School                                  |
| Date of Completion:    | January - 2013                                                     |
| Contract Amount:       | $591,723.00                                                         |
| Architect:             | Kenneth Muller                                                     |
| Address/Telephone:     | 1351 Suite 1 Distribution Way Vista, CA 92081 (760)-734-1300        |
| Project Description:   | Installed irrigation and landscape                                  |
| Email:                 | <a href="mailto:patrick.cisneros@desertsands.us">patrick.cisneros@desertsands.us</a>                                     |</p>
<table>
<thead>
<tr>
<th>Owner</th>
<th>Desert Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>43-500 Monterey Ave., Palm Desert, CA 92260</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Richard Slater (909) 821-8764</td>
</tr>
<tr>
<td>Project Name</td>
<td>Monterey Entrance, College of the Desert</td>
</tr>
<tr>
<td>Date of Completion</td>
<td>January - 2013</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>$ 495,700.00</td>
</tr>
<tr>
<td>Architect</td>
<td>RGA Landscape Architects, Inc.</td>
</tr>
<tr>
<td>Address/Telephone</td>
<td>74020 Allessandro Suite E Palm Desert, CA 92260 (760)-568-3624</td>
</tr>
<tr>
<td>Project Description</td>
<td>Installed irrigation and landscape</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Corona-Norco Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2820 Clark Ave., Norco, CA 92860</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Ted Rozzi (951) 736-5045</td>
</tr>
<tr>
<td>Project Name</td>
<td>Centennial High School Additions Phase II</td>
</tr>
<tr>
<td>Date of Completion</td>
<td>December - 2012</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>199,600.00</td>
</tr>
<tr>
<td>Architect</td>
<td>RHA Landscape Architects Planners, Inc.</td>
</tr>
<tr>
<td>Address/Telephone</td>
<td>6216 Brockton Ave Suite 212 Riverside, CA 92506 (951)-781-1930</td>
</tr>
<tr>
<td>Project Description</td>
<td>Installed irrigation and landscape</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:trozzi@cnusd.k12.ca.us">trozzi@cnusd.k12.ca.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Morongo Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>5715 Utah Trail (PO Box1209) Twentynine Palms</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Ron Smith (760) 367-9191</td>
</tr>
<tr>
<td>Project Name</td>
<td>Replacement Facility JTES Joshua Tree Elementary</td>
</tr>
<tr>
<td>Date of Completion</td>
<td>December - 2013</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>Architect</td>
<td>RGA Landscape Architects, Inc.</td>
</tr>
<tr>
<td>Address/Telephone</td>
<td>74020 Alessandro Suite E Palm Desert, CA 92260 (760)-568-3624</td>
</tr>
<tr>
<td>Project Description</td>
<td>Installed irrigation and landscape</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ronsmith@morongousdk12.ca.us">ronsmith@morongousdk12.ca.us</a></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Owner</th>
<th>Perris Union High School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>155 E. 4th St Perris, CA 92370</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Hector Gonzales (951) 943-6369</td>
</tr>
<tr>
<td>Project Name</td>
<td>Heritage High School Parking Lot</td>
</tr>
<tr>
<td>Date of Completion</td>
<td>September - 2013</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>$258,300.00</td>
</tr>
<tr>
<td>Architect</td>
<td>PJHM Architects</td>
</tr>
<tr>
<td>Address/Telephone</td>
<td>24461 Ridge Route Drive #100 Laguna Hills, CA 92653 949-496-6191</td>
</tr>
<tr>
<td>Project Location</td>
<td>26001 Briggs Rd Romoland,CA 92585</td>
</tr>
<tr>
<td>Project Description</td>
<td>Install irrigation and landscape</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:hector.gonzalez@phusd.org">hector.gonzalez@phusd.org</a></td>
</tr>
</tbody>
</table>
Owner: City of Upland
Address: 460 N. Euclid Ave Upland, CA 91786
Contact Person: Eddie Rhee (909) 931-4100
Project Name: Foothill Blvd Roadway & Utility Improvement Project
Date of Completion: July - 2013
Contract Amount: $549,147.00
Address/Telephone: PO Box 964 Laverne, CA 91750 (909)-624-2700
Contractor: Gentry Brothers, Inc (626) 357-6322

Owner: Cucamonga School District
Address: 8776 Archibald Ave Rancho Cucamonga 91730
Contact Person: Rick Jensen (909) 987-8942
Project Name: Cucamonga Elementary School Phase II-B
Date of Completion: December - 2013
Contract Amount: $1,167,300.00
Architect: WLC Architects, Inc
Address/Telephone: 8163 Rochester Avenue 909-987-0909
Project Location: 8677 Archibald Ave Rancho Cucamonga, CA 91730
Project Description: Install irrigation and landscape
Email: rjensen@cuca.k12.ca.us

Owner: City of Yucaipa
Address: 34272 Yucaipa Blvd ,Yucaipa 92399
Contact Person: Steve Frenken (909) 797-2489
Project Name: Yucaipa Police Station
Date of Completion: June - 2014
Contract Amount: $216,800.00
Architect: Holt Architects, Inc.
Address/Telephone: 70-225 Highway 111 Ste. D Rancho Mirage, CA 92270 760-328-5280
Project Location: 34144 Yucaipa Blvd. Yucaipa, CA 92399
Project Description: Install irrigation and landscape
Email: sfrenken@yucaipa.org

Owner: Rose Bowl Operating Company
Address: 1001 Rose Bowl Dr. Pasadena, CA 91103
Contact: Margo Mavridis (626) 577-3100
Project Name: Rose Bowl Renovation & improvements
Date of Completion: July -2014
Contract Amount: $108,900.00
Architect: EPT Design
Address/Telephone: 844 East Green St. Suite 201 Pasadena, CA 91101 (626)795-2008
Project Location: 1001 Rose Bowl Dr. Pasadena, CA 91103
Project Description: Install irrigation and landscape
Email: mmavridis@rosebowlstadium.com
Owner: Cucamonga School District  
Address: 8776 Archibald Ave. Cucamonga, CA 91730  
Contact: Rick Jensen (909)987-8942  
Project Name: Los Amigos Elementary School  
Date of Completion: June-2014  
Contract Amount: $145,039.00  
Architect: Integrated Design Group LLP  
Address/Telephone: 1308 Mcnte Vista Ave. Suite 6 Upland, CA 91786 (909)946-6400  
Project Location: 8498 Ninth St. Rancho Cucamonga, CA 91730  
Project Description: Install irrigation and landscape  
Email: rjensen@cuca.k12.ca.us

Owner: Bonita Unified School District  
Address: 115 West Allen St. San Dimas, CA 91773  
Contact: Terry Quinn (909) 971-8200  
Project Name: Center for Performing Arts  
Date of Completion: September - 2014  
Contract Amount: $238,060.00  
Address/Telephone: 12240 Venice Blvd. Suite 12A Los Angeles, CA 90066 (310) 455-6026  
Project Location: 800 Covina Blvd San Dimas, CA 91773  
Project Description: Install irrigation and landscape  
Email: terryquinn@busd.ca.us

Owner: Desert Sands Unified School District  
Address: 47950 Dune Palms Rd.La Quinta CA 92253  
Contact: Patrick Cisneros (760) 771-8516  
Project Name: 890/02F Relocatable Classrooms Earhart ES & La Quinta HS  
Date of Completion: September - 2014  
Contract Amount: $152,000.00  
Architect: Ruhmahl/Jhau Clarke  
Address/Telephone: 3775 Tenth St Riverside, CA 92501 (951) 684-4664  
Project Location: Earhart ES Indio La Quinta HS La Quinta  
Project Description: Install irrigation and landscape  
Email: patrick.cisneros@desertsands.us

Owner: Rowland Unified School District  
Address: 1830 Nogales St. Rowland Heights  
Contact: David Hecht (909) 484-1009  
Project Name: Rowland High School  
Date of Completion: October - 2014  
Contract Amount: $75,800.30  
Architect: SQ LA Inc Landscape Architects  
Address/Telephone: 530 Molinoast 204 Los Angeles, CA 90013 (213)383-1788  
Project Location: 2000 S. Otterbein Ave Rowland Heights, CA 91748  
Project Description: Install irrigation and landscape
Owner: Hemet Unified School District
Address: 1791 W. Acacia Ave Hemet CA 92545
Contact Person: Hans Twardowski (951) 765-5100
Project Name: Acacia Middle School Modernization
Date of Completion: October - 2014
Contract Amount: $888,860.00
Architect: Dale Hadfield ASLA
Address & Telephone: 27601 Forbes Rd. Laguna Niguel, CA 92667 949-376-9275
Project Location: 1200 E. Acacia Ave Hemet 92543
Project Description: Install irrigation and landscape
Contractor: Balfour Beatty Construction (858) 635-7400
Email: htwardski@hemet.k12.ca.us

Owner: Navy Village VOA Affordable Housing L.P
Address: 1660 Duke St. Alexandria, VA 22314
Contact: Mike Silvett (760) 477-8455
Project Name: Navy Village San Pedro
Date of Completion: March - 2015
Contract Amount: $637,828.00
Architect: Borthwick Guy Bettenhausen, Inc
Address/Telephone: 2444 Dupont Dr. Irvine, CA 92612 (949) 476-8616
Project Location: 1556 W. Palos Verdes Dr. San Pedro, CA 90732
Project Description: Install irrigation and landscape
Email: Mike@allgire.com

Owner: Rose Bowl Operating Company
Address: 1001 Rose Bowl Dr. Pasadena, CA 91103
Contact: Margo Mavridis (626)577-3100
Project Name: Rose Bowl Renovation and Improvements Project Phase 5 RB-27
Date of Completion: September - 2015
Contract Amount: $364,900.00
Architect: EPT Design
Address/Telephone: 844 East Green St. Suite 201 Pasadena, CA 91101 (626)795-2008
Project Location: 1001 Rose Bowl Dr. Pasadena, CA 91103
Project Description: Install irrigation and landscape
Email: mmavridis@rosebowlstadium.com

Owner: Long Beach Unified School District
Address: 2425 Webster Ave Long Beach, CA 90810
Contact: Beth Smith (562) 997-7550
Project Name: Roosevelt Elementary School
Date of Completion: October 2015
Contract Amount: $235,200.00
Architect: Nuvis Landscape Architecture & Planning
Address/Telephone: 3151 Airway Ave Costa Mesa (714) 754-7311
Project Location: 1574 Linden Ave Long Beach, CA 90813
Project Description: Install irrigation and landscape
Owner: Rialto Unified School District
Address: 182 East Walnut Ave Rialto, CA 92376
Contact: George Palma (909) 421-7555
Project Name: JP Kelley and Kuccera Schools
Date of Completion: September -2015
Contract Amount: $131,330.00
Architect: NTD Architecture
Address/Telephone: 955 Overland Court Suite 100 San Dimas CA 91773 (909) 450-2180
Project Location: 380 Meridian Ave / 2140 Buena Vista Dr. Rialto
Project Description: Install irrigation and landscape

Owner: Chaffey Joint Union High School District
Address: 211 West Fifth St. Ontario, CA 91762
Contact: Mike Brummel (909) 988-8511
Project Name: Etiwanda High School
Date of Completion: January 2016
Contract Amount: $1,326,000.00
Architect: Integrated Design Group LLP
Address/Telephone: 1308 Monte Vista Ave. Suite 6 Upland, Ca 91786 (909)946-6400
Project Location: 13500 Victoria St. Etiwanda, CA 91739
Project Description: Install irrigation and landscape
Email: mike.brummel@cjusd.net

Owner: Chaffey Joint Union High School District
Address: 211 West Fifth St Ontario, CA 91762
Contact: Mike Brummel (909) 988-8511
Project Name: Rancho High School
Date of Completion: December 2015
Contract Amount: $1,176,700.00
Architect: Integrated Design Group LLP
Address/Telephone: 1308 Monte Vista Ave Suite 6 Upland CA 91786 (909) 946-6400
Project Location: 11801 Lark Drive Rancho Cucamonga 91701
Project Description: Install irrigation and landscape
Email: mike.brummel@cjusd.net

Owner: Perris Union High School District
Address: 155 East Fourth St. Perris CA 92570 (951) 943-6369
Contact: Hector Gonzalez
Project Name: Pinacate Middle School Phase III
Date of Completion: November 2015
Contract Amount: $253,850.00
Architect: PJHM Architects
Address/Telephone: 24461 Ridge Route Dr. # 100 Laguna Hills, CA 92653 (949) 496-6191
Project Location: 1990 South A St. Perris CA
Project Description: Install Irrigation and landscape
Email: hector.gonzalez@phusd.org
<table>
<thead>
<tr>
<th>Owner:</th>
<th>Rowland Unified School District</th>
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<tbody>
<tr>
<td>Address:</td>
<td>1830 Nogales St. Rowland Heights, CA 91748</td>
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<tr>
<td>Contact:</td>
<td>Randy Carter (949) 238-4419</td>
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<tr>
<td>Project Name:</td>
<td>Nogales High School Revival Project</td>
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<td>Date of Completion:</td>
<td>March/2016</td>
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<td>Contract Amount:</td>
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<td>Architect:</td>
<td>Nowell Associates Landscape Architects</td>
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<tr>
<td>Address/Telephone:</td>
<td>2605 State St. San Diego, CA 92103 (619) 325-1990</td>
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<td>Project Location:</td>
<td>401 S. Nogales St. La Puente, CA 91744</td>
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<tr>
<th>Owner:</th>
<th>Cucamonga School District</th>
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<tr>
<td>Address:</td>
<td>8776 Archibald Ave. Cucamonga, CA</td>
</tr>
<tr>
<td>Contact:</td>
<td>Rick Jensen (909) 987-8942</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Los Amigos Elementary School Playfield Improvements</td>
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<td>Contract Amount:</td>
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<td>Architect:</td>
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<tr>
<td>Address/Telephone:</td>
<td>1308 Monte Vista Ave Suite 6 Upl, Ca 91786 (909)946-6400</td>
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<tr>
<td>Project Location:</td>
<td>8498 E. 9th Street Rancho Cucamonga</td>
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<tr>
<td>Project Description:</td>
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</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:rjensen@cuca.k12.ca.us">rjensen@cuca.k12.ca.us</a></td>
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<tr>
<th>Owner:</th>
<th>Victor Elementary School District</th>
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<tbody>
<tr>
<td>Address:</td>
<td>12219 Second Ave Victorville CA 92395</td>
</tr>
<tr>
<td>Contact:</td>
<td>(760) 245-1691</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Arrowhead Elementary School New Site #19</td>
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<td>Completion date:</td>
<td>July 2016</td>
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<td>Contract Amount:</td>
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<td>Architect:</td>
<td>WLC Architects</td>
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<tr>
<td>Address/Telephone:</td>
<td>8163 Rochester Ave Suite 100 Rancho Cucamonga (909) 987-0909</td>
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<td>Project Location:</td>
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<tr>
<th>Owner:</th>
<th>Riverside Community College District</th>
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<tr>
<td>Address:</td>
<td>4800 Magnolia Ave Riverside, 92506</td>
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<tr>
<td>Contact:</td>
<td>Bart Doering (951) 222-8000</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Riverside City College Student Services</td>
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<td>Completion date:</td>
<td>April 2016</td>
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<td>Contract Amount:</td>
<td>$194,400.00</td>
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<td>Architect:</td>
<td>LPA</td>
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<tr>
<td>Address/Telephone:</td>
<td>5161 California Ave Suite 100 Irvine, CA 92617 (949)261-1001</td>
</tr>
<tr>
<td>Project Location:</td>
<td>4800 Magnolia Riverside, CA 92506</td>
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<tr>
<td>Project Description:</td>
<td>Install irrigation and landscape</td>
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</tbody>
</table>
Owner: City of San Gabriel
Address: 425 S Mission Dr. San Gabriel, CA 91776
Contact: (626)306-2800
Project Name: San Gabriel Public Works Maintenance Facility
Estimated completion date: May-2016
Contract Amount: $112,850.00
Architect: David Evans & Associates Inc
Address/Telephone: 4200 Concours Suite 150, Ont CA 91764 (909) 481-5750
Project Location: 917 Grand Ave San Gabriel, CA 91776
Project Description: Install irrigation and landscape

Owner: Cucamonga School District
Address: 8776 Archibald Ave Rancho Cucamonga, CA 91730
Contact: (909) 987-8942
Project Name: Rancho Cucamonga Middle School Playfield Improvements
Estimated completion date: April 2016
Contract Amount: $377,000.00
Architect: Integrated Design Group
Address/Telephone: 1308 Monte Vista Ave Suite 6 Upl,CA 91786 (909) 346-6400
Project Location: 10022 Feron Blvd Rancho Cucamonga, CA 91730
Project Description: Install irrigation and landscape
REQUEST FOR BID (RFB) NO. 167-46

CITY OF ORANGE
300 EAST CHAPMAN AVENUE
ORANGE, CA 92866

BID TITLE:
TURF REPLACEMENT AND LANDSCAPE RENOVATION AT THE SANTIAGO HILLS ASSESSMENT DISTRICT- SKYLARK PLACE

Points of Contact:
Bid Terms and Conditions- Glenn J. Kaye, C.P.M., Purchasing Officer, (714) 744-2254
gkaye@cityoforange.org

Technical Specifications- Nathan Bluhm, Landscape Project Coordinator, (714) 532-6491, abluhm@cityoforange.org

PROJECT DESCRIPTION:
The City of Orange, CA, a municipal corporation is inviting bids from qualified firms to provide Turf Replacement and Landscape Renovation at the Santiago Hills Assessment District- Skylark Place.

IMPORTANT DATES:
1. Job walk: June 12, 2017
2. Deadline for questions: June 15, 2017
3. Bids due: June 22, 2017
4. Presentation to City Council: August 08, 2017
5. Notice to Proceed: August 21, 2017
6. Work to be completed by: November 02, 2017
7. Maintenance period begins: November 02, 2017
8. Maintenance period ends: December 2017
9. Warranty period ends: November 2018
ALL BIDS MUST HAVE PROPER SIGNATURES AS SPECIFIED

TO: CITY OF ORANGE
   CITY CLERK
   ADMINISTRATION BUILDING
   300 EAST HAPMAN AVENUE
   ORANGE, CA 92866

TURF REPLACEMENT AND
LANDSCAPE RENOVATION AT
THE SANTIAGO HILLS
ASSESSMENT DISTRICT-
SKYLARK PLACE

PROPOSAL NO. 167-46  DUE DATE: 6-22-17  TIME: 2 P.M.

1. COMPLETE CONTRACT
   This Invitation to Proposal, together with the NOTICE INVITING PROPOSALS, the entire Proposal (including Specifications), or any item(s) thereof, the signature page, Instructions to Proposers, General Conditions, Special Conditions, Cost Proposal Section, Addenda, and when required, CONTRACTOR’S BOND, shall become the Contract upon its acceptance by the City Council on behalf of the City of Orange. The Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Municipal Code, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR
   The Contractor shall upon submission of a bid hereunder be bound to furnish the goods and services herein specified according to the terms and conditions as set forth herein, upon acceptance by the City Council.

3. AMOUNT TO BE PAID
   The City shall pay the Contractor for the goods or services in the manner and out of the funds described in the paragraph entitled "PAYMENT" as stated in the Instructions to Proposers.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION
   When alternative provisions are requested, or options are offered, the Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Proposers.

5. FORM OF PROPOSAL AND SIGNATURE:
   The bid must be made on this form only. A proposal must be enclosed in a sealed envelope, showing the Proposal No. in the upper left corner, and addressed to the City of Orange. If the bid is submitted by a corporation, it must be signed on behalf of the corporation by the following combination of corporate officers: (i) the Chairman of the Board, the President or any Vice President, on the one hand, and (ii) the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer on the other hand. If the bid is submitted by a Corporation under the signature of only one corporate officer or representative or with a different combination of the foregoing corporate officers, it must be accompanied by the original of a contemporaneous Secretary’s Certificate, to which is attached a corporate resolution duly authorizing the named individual to consummate the transaction contemplated by the bid for and on behalf of the Corporation. For a sole proprietorship, the owner’s signature is acceptable. If the bid is submitted by a partnership, the signature of the managing general partner or the general partner(s) authorized to bind the partnership to such transactions must appear on the bid.
proposal. Proposals may be rejected if the signatures are not notarized or if proper documentation is not provided.

NOTE: ALL PROPOSALS MUST BE SIGNED. ALL SIGNATURES MUST BE NOTARIZED.
(BID NO. 167-46)

EXECUTED AT: Fontana CA ON THE 1st DAY OF June 2017
(Proposers Complete) City State Month

PROPOSERS MUST COMPLETE AND SIGN BELOW:

Firm Southern California Landscape Inc.
Name Ronald Lyon III Phone 909-350-3522
Address: 81034 Banana Ave Fontana CA 92335
Street City State Zip

Signature: Title President
(Signature of Corporate Officer or person authorized to sign bids and contracts on behalf of the Contractor).

Signature: Title Secretary
(Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

ALL SIGNATURES ON PROPOSALS SHALL BE NOTARIZED USING THE FORM FOLLOWING THIS PAGE. NO PROPOSAL WILL BE CONSIDERED FOR AN AWARD OF CONTRACT UNLESS ALL SIGNATURES HAVE BEEN NOTARIZED AND SUCH NOTARIAL ACKNOWLEDGMENT IS RECEIVED.

IN WITNESS WHEREOF, the City of Orange has caused this contract to be signed in its behalf by the Mayor of said City; and said Contractor has executed this Contract the day and year written below.

THE CITY OF ORANGE

By: Mayor Teresa Smith Date

APPROVED AS TO FORM

_____________, 20__
Office of City Attorney

ATTEST By Mary Murphy, City Clerk
Title: _______________
NOTARY ACKNOWLEDGEMENT

A notary 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 Bernardino

On 4/21/2017, before me, Kimberly Lyon, A Notary Public
(insert name and title of officer)

personally appeared Lee Ann Lyon 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 Kimberly Lyon

(Seal)
A notary 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 Bernardino

Subscribed and sworn to (or Affirmed) before me on this 8th day of June, 2017

by LeeAnn Lyon, Ronald Lyon III, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Notary Seal]

Signature: Kimberly Lyon
CERTIFICATE OF NON-COLLUSION

[Note: This form must be completed and signed by an authorized representative of each bidder.]

Be it known that ________________________ (name), being first duly sworn, deposes and testifies that he/she is the President ________________________ (relationship with bidding firm), of Southern California Landscape, Inc. ________________________ (legal name of bidding firm), making the foregoing bid:

1. That the bid tendered is not presented in the interest or on behalf of any undisclosed person, persons, or other legal entity.

2. That the bid is genuine and not collusive or a sham.

3. That said bidder has not directly or indirectly or solicited any other bidder to submit a false or sham bid, nor colluded or agreed with any other bidder or person to submit a sham bid, nor colluded to prevent any other bidder or persons from bidding.

4. That said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to illegally limit or establish the bid price of said or any other bidder, nor to similarly seek limit or establish any overhead, profit or cost element of such bid price.

5. That said bidder has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.

6. That said bidder has not directly or indirectly submitted its bid price, revealed any contents or breakdown thereof or divulged information or data relative thereto, paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except those with documented financial interest with the bidder in his general business.

7. That all the above statements are true to the best of my knowledge.

Signed ________________________ (signature)
President ________________________ (signature)
Title ________________________
California All-Purpose Certificate of 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 San Bernardino

On 06/21/17 before me, Kimberly Lyon, A Notary Public

personally appeared Ronald Lyon III

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.

Kimberly Lyon
Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of __________________________________.

containing ____ pages, and dated ________________________.

The signer(s) capacity or authority is/are as:

☐ Individual(s)
☐ Attorney-in-fact
☑ Corporate Officer(s) President Title(s)
☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: ____________________________________________

representing: ________________________________________

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # ____

Notary contact: ______________________________________

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ ____________________________________________
CERTIFICATE OF NON-COLLUSION

[Note: This form must be completed and signed by an authorized representative of each bidder.]

Be it known that ________________________________(name), being first duly sworn, deposes and testifies that he/she is the

_________________________(relationship with bidding firm), of

______________________________ (legal name of bidding firm), making the foregoing bid:

1. That the bid tendered is not presented in the interest or on behalf of any undisclosed person, persons, or other legal entity.

2. That the bid is genuine and not collusive or a sham.

3. That said bidder has not directly or indirectly or solicited any other bidder to submit a false or sham bid, nor colluded or agreed with any other bidder or person to submit a sham bid, nor colluded to prevent any other bidder or persons from bidding.

4. That said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to illegally limit or establish the bid price of said or any other bidder, nor to similarly seek limit or establish any overhead, profit or cost element of such bid price.

5. That said bidder has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.

6. That said bidder has not directly or indirectly submitted its bid price, revealed any contents or breakdown thereof or divulged information or data relative thereto, paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except those with documented financial interest with the bidder in his general business.

7. That all the above statements are true to the best of my knowledge.

______________________________
Signed Lee Ann Lyon

______________________________
Secretary

Title
California All-Purpose Certificate of 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 San Bernardino

On 06/21/17 before me, Kimberly Lyon, A Notary Public
Name of Notary Public, Title

personally appeared Lee Ann Lyon
Name of Signer (1)

Name of Signer (2)

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.

Kimberly Lyon
Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of ____________________________

containing _____ pages, and dated ____________________________.

The signer(s) capacity or authority is/are as:

☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) Secretary Title(s)
☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: ____________________________

representing: ____________________________

Name(s) of Person(s)/Entity(s) Signer is Representing

Additional Information

Notary Identification

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: ____________________________

Other

☐ Additional Signer ☐ Signer(s) Thumbprint(s)

☐ ____________________________
CITY OF ORANGE

INSTRUCTIONS TO PROPOSERS

1. PREPARATION OF PROPOSAL:
The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of the Proposers. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Proposers shall state brand name or make of each item bid. If bidding an alternate to the item as described, the manufacturer's name and catalog number must be given. Proposers shall also attach specifications and furnish other data to establish the suitability of the substitute item. Proposers shall quote separately on each item, and prices should be stated and the units specified. Proposers shall quote their lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic or telegraphic bids are acceptable.

NOTE: ALL PAGES OF THE PROPOSAL MUST BE RETURNED.

2. EXAMINATION OF PROPOSAL:
Each Proposer is responsible for examining the Invitation to Proposal and submitting its bid complete and in conformance with these instructions.

3. CONDITIONS OF SITE/WORK:
Each Proposer shall carefully examine the documents and project Site to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the Work in any way.

4. DISCREPANCIES IN PROPOSAL DOCUMENTS:
Should Proposers find discrepancies in, or omissions from the Invitation to Proposal, or if the intent of the invitation is not clear, and if provisions of the Specifications restrict Proposers from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Officer at least five (5) working days before bid opening date. All Proposers will be notified by Addendum of any approved changes in the Invitation to Proposal documents.

5. ORAL STATEMENTS:
The City of Orange is not responsible for oral statements made by any of their employees or agents concerning this Invitation to Proposal. If the Proposers require specific information, Proposers must request that it be supplied in writing by the City of Orange.
6. **BRAND NAMES AND SPECIFICATIONS:**
   The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Proposers must describe variations in the bid. Alternative or substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the alternate or substitute items are equal.

7. **AWARD:**
   Proposal shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the Proposers. The City reserves the right to award all items to one Proposers, or to award separate items or groups of items to various Proposers or to increase or decrease the quantities of any item. Proposers may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

   Local Proposers are granted a 1% differential in lieu of sales tax loss. Prices, fitness, quality, delivery and service being equal, preference will be given to the local Proposers.

8. **PAYMENTS:**
   Payment terms are NET 30 unless Proposers otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

   In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, the Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both; equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith. The Contractor shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon. For such securities, an Escrow Agreement for Security Deposits in lieu of Retention shall be executed in form and substance substantially similar to that set forth in Public Contracts Code Section 22306.
CITY OF ORANGE

INSTRUCTIONS TO PROPOSERS

9. SAFETY APPROVAL:
Where required by City of Orange Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Orange Dept. of Public Works and Safety approval. Failure to so comply will be cause to reject Proposal. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. RIGHT TO REJECT:
City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.

10. SAMPLES:
Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at the Proposer’s expense.

11. PRICES:
Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the contract term unless the City specifically provides for adjustment.

12. SUBMISSION DATE AND WITHDRAWAL OF PROPOSALS:
Each bid must be delivered to the location and received on or before the due date and time stated below. Proposals will not be accepted after the date and time stated below. Proposals may be withdrawn without prejudice providing the written request is received by the Purchasing Officer no later than the time set for opening bids. Withdrawals will be returned to Proposers unopened. Failure to respond to three (3) Invitations to Proposal without reason may constitute cause to remove Proposer’s name from the Proposal List.
13. **BONDS**
A ten percent (10%) Proposal Bond or certified check payable to the City of Orange and drawn on a solvent bank of the United States of America is required with bid in accordance with bond instructions.

**BOND INSTRUCTIONS**

Please fill in the following information and comply with the instructions as stated below:

All bid bonds shall be submitted upon Standard AIA forms; or a satisfactory bond of an amount of not less than 10% of such bid as a guarantee that the bidder, if awarded a contract, will execute and deliver such contract to the City Purchasing Officer within fifteen (15) days after notice of award.

If the Proposers to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents within fifteen (15) days after notice of award, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

**CHECK ONE:**

PROPOSAL BOND ☑ is attached

CERTIFIED CHECK NO. ________ ( ) in the amount of $ __________

**NOTE:**
The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract to the successful bidder.

14. **PERFORMANCE BOND**
The successful bidder shall submit a Faithful Performance Bond to the City Purchasing Officer, 300 East Chapman Avenue, Orange, California 92866. The amount of the bond shall be $274,500.00 (which is 100% of the Contract amount) and shall be submitted within fifteen (15) days of notice of award. Bond shall be submitted upon Standard AIA forms.

15. **LABOR AND MATERIALS BOND**
The successful bidder shall submit a Labor and Materials Bond to the City Purchasing Officer, 300 East Chapman Avenue, Orange, California 92866. The amount of the bond shall be $274,500.00 (which is 100% of the Contract amount) and shall be submitted within fifteen (15) days of notice of award. Bond shall be submitted upon Standard AIA forms.
CITY OF ORANGE

INSTRUCTIONS TO PROPOSERS

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

BID NO. 167-46
CITY OF ORANGE
CITY CLERK
ADMINISTRATION BUILDING
300 EAST CHAPMAN AVENUE
ORANGE, CA 92866

BID DUE DATE/TIME: JUNE 22, 2017 @ 2:00 P.M.

ALL BIDS MUST BE RECEIVED AND DATE/TIME STAMPED BY THE CITY CLERK'S OFFICE ON OR BEFORE THE BID DUE DATE.

ANY BID RECEIVED AFTER THE DUE DATE/TIME STATED ABOVE WILL BE RETURNED TO THE PROPOSERS UNOPENED.

SHOULD PROPOSERS HAVE ANY QUESTIONS REGARDING THIS INVITATION TO PROPOSAL THEY SHOULD BE DIRECTED TO THE FOLLOWING CITY PERSONNEL:

A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)

GLENN J. KAYE, C.P.M. (714) 744-2254
PURCHASING OFFICER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

NATHAN BLUHM (714) 532-6491
LANDSCAPE PROJECT COORDINATOR

TELEPHONE NUMBER
CITY OF ORANGE

CONTRACT - GENERAL CONDITIONS

1. Acceptance of the Proposer's offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.

2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices.

3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this paragraph a fiscal year commences on July 1 of the year and continues through June 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.

4. The Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time the Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Freight charges must be prepaid. C.O.D. shipments will not be accepted.

5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to the Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.

6. The contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of one year. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, the Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. The Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of the Contractor, its agents or employees in the performance of this Contract.

8. The City reserves the right to terminate this Contract at any time in whole or in part even though the Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and the Contractor. Upon receipt of any notice of such termination, the Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this paragraph shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach. In the event of termination, the bonds shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed, and that any vendors or laborers will be paid.

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. The Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reason beyond the Contractor's reasonable control. Direct losses shall include but not be limited to any costs to the City in excess of the contract price of obtaining goods from other sources similar to those canceled or rejected hereunder.

10. The City shall pay to the Contractor the price or prices specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for the Contractor's instructions at the Contractor's risk, and if the Contractor so directs will be returned at the Contractor's expense.

11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Officer.

12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by the City within 60 days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract the Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Administrative Code (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Administrative Codes. The Contractor agrees to indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of the Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this contract.

15. The Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City or any other party, confidential business or technical information that the City may disclose in conjunction with this Contract or the Contractor may learn as a result of entering City property to deliver goods, machinery or equipment or to perform Work hereunder.

16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.

17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The City's failure to object to provisions contained in any communication from the Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract. No waiver of any of City's rights or remedies hereunder shall be deemed made unless done expressly in writing. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

18. This Contract shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Contract.

19. Any indebtedness of the Contractor to the City may at the City's option be credited against amounts owing by the City hereunder.
20. The Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, loss, cost, liability, cause of action or expense, whether or not reduced to judgment, including reasonable attorney's fees, arising from any infringement or claimed infringement of any patent, trademark, copyright, or any other proprietary right or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder, and/or on the provision of any services hereunder.

21. The Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.

22. The Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent Contractor. The Contractor, his agents, subcontractors and employees, shall not be considered as employees of the City. Contractor shall be solely responsible for any and all withholding of income taxes, payment of unemployment insurance and other duties of an employee under state and federal law, and hereby indemnifies, defends and holds City harmless from any and all liabilities arriving from or related to any such duty.

23. NON-Discrimination

In the performance of any Contract awarded pursuant to these specifications, the Contractor shall not discriminate against any employee or applicant for employment because of age, sex, marital status, physical handicap, race, color, religion, ancestry, or national origin. Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their age, sex, marital status, physical handicap, race, color, religion, ancestry or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this fair Employment Practices paragraph.

24. The Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.
25. If at any time during the progress of the Work, the Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim, lien, or stop notice right against the City, the Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien or stop notice to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due the Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

26. The Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by the Contractor under the Contract.

27. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, his agents, representatives, employees or subcontractors.

(a) Comprehensive General Liability: $1,000,000 combined single limit for each occurrence or $2,000,000 General Aggregate for products and completed operations coverage.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(c) Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

(d) Insurance as specified in the Proposal Requirements
CITY OF ORANGE

CONTRACT - GENERAL CONDITIONS

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party or reduced in coverage except after thirty (30) days' prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of an equivalent to A:VIII by A.M. Best & Company. Any deviations from this rule shall require written approval from the City Attorney.

All coverages for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above in form and substance acceptable to the City Attorney. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of the Contractor's or its Subcontractor's employees shall do any work upon the City's premises, the Contractor shall furnish the City with the required certificates in triplicate evidencing that such insurance has been provided and that such insurance is being carried and maintained. Such certificates shall specify the date when such insurance expires. The contractor agrees that such insurance shall be provided and such insurance carried and maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this Contract.

28. The Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of Contractor's acts, omissions, or errors or those of any employee or Subcontractor of the Contractor or any Subcontractor at the Site.

29. Contractor shall list the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor, or who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the Contractor's total bid or ten thousand dollars ($10,000), whichever is greater. The subcontractor list shall be submitted with the Contractor's bid proposal.
REQUEST FOR BID NO. 167-46
TURF REPLACEMENT AND LANDSCAPE RENOVATION AT THE SANTIAGO HILLS ASSESSMENT DISTRICT - SKYLARK PLACE

GENERAL PROJECT DESCRIPTION: The City of Orange, CA, a Municipal Corporation, is inviting qualified contractors to provide bids in accordance with plans and specifications prepared by City of Orange Staff dated April, 2017. Work for this project will generally include the following:

1. Parkway and median landscape renovation, including installation of sub-surface irrigation systems, soil preparation, grading, planting, attachment of vines, and hydro-seed.
2. Small section of sidewalk addition/repair approximately 20 sq. ft.
3. 30 day maintenance period.

GENERAL PROVISIONS:

1. A mandatory job walk has been scheduled for June 12, 2017 at 2:00 pm at Skylark Place on the corner of Newport Ave. and Skylark Place, in Orange.
2. All work shall be performed in adherence to the approved landscape plans, City of Orange Landscape Standards and Specifications (available at the Public Works counter for a NON-REFUNDABLE charge of $12.00 ($15.00 if mailed).
3. All work shall also comply with the current edition of the Public Works “Green Book,” and the City of Orange Park Development Standards and Specifications.
4. Copies of the approved Landscape Plans will be available electronically (email/PDF) by contacting Nathan Bluhm, City of Orange Landscape Project Coordinator at: nbluhm@cityoforange.org
5. Contractor shall, at all times, carry valid insurance which meets all City of Orange insurance requirements.
6. Contractor shall pay prevailing wages per the current Department of Industrial Relations wage rate (including all scheduled increases) and furnish Certified Payroll Reports for all work days upon request.
7. Contractor shall provide landscape maintenance of all newly installed landscaping for a period of thirty (30) days from job acceptance. All maintenance work shall conform to the specifications contained in the Request for Bids and any subsequent Agreements.
8. Contractor shall be required to provide a $1,000.00 deposit for use of a City water meter on a City fire hydrant if required. Contractor shall be charged $2.00/day for water meter rental and shall be responsible for all water charges associated with project.
SCOPE OF SERVICES

SITE PREPARATION:

1. Supply all equipment and labor necessary to perform rough and fine grading operations and the ultimate establishment of a finish grade within the site boundaries per approved landscape plans.
2. The contractor is responsible for making him/herself familiar with all existing site conditions at the work site within the boundaries detailed in the approved landscape plans including but not limited to soil, terrain, existing irrigation and utilities, and trees and plant material scheduled to remain protected in place.
3. The contractor is to at all times during construction maintain/keep the job site in a safe-for-public condition. This shall include is not limited to the filling all exposed/open trenches or holes, covering and securing all irrigation pipe/tubing and/or components, and the removal of construction equipment/tools from the job site at the end of each day. The project site shall be left each day in a clean, neat and safe condition.

IRRIGATION:

1. Contractor shall be responsible for installation of all necessary irrigation system components downstream from existing remote control valves, including all sub surface drip lines and components per approved landscape plan.
2. It is the contractor’s responsibility to make him/herself aware of all existing site conditions with regards to the existing irrigation system.
3. It is the contractor’s responsibility and obligation to read and adhere to all Notes and Specifications listed and detailed in the approved landscape plans.

SIDEWALK WIDENING/REPAIR:

1. The contractor shall install approximately 20-30 sq. ft. of new concrete per City of Orange Standards at location as directed by City Landscape Coordinator.

SOIL PREPARATION:

1. The contractor is to provide a soils report per specifications and requirements within the approved landscape plans.
2. The contractor is to provide the preparation of soil, backfill of plantings and all grading as specified and required in the approved landscape plans.

PLANTING:

1. The contractor is to provide the installation of all trees, shrubs and ground covers/hydro seeding, including staking of trees, and attachment of vines as specified per the approved landscape plan. (Exhibit A)
APPROXIMATE PROJECT TIMELINE:

1. Job walk: June 12, 2017
2. Deadline for questions: June 15, 2017
3. Bids due: June 22, 2017
4. Presentation to City Council: August 08, 2017
5. Notice to Proceed: August 21, 2017
6. Work to be completed by: November 02, 2017
7. Maintenance period begins: November 02, 2017
8. Maintenance period ends: December 2017
9. Warranty period ends: November 2018

BID SUBMISSION:
Contractor shall submit the following Bid Sheet, to include:
   A. Bid cost schedule
   B. Unit cost schedule

Contractor shall also provide with this proposal a minimum of three (3) references representing commensurate/equal landscaping work with cities and/or municipalities. References shall represent/include:
   1. Work completed within the last three (3) years.
   2. A description and location of said landscaping work.
   3. An approximate cost of said landscaping work.
   4. A contact person and phone number to verify landscaping work.

The City reserves the right to reject any contractor who they feel does not meet qualifying work experience and/or satisfying references.