

**BID TABULATION**  
Landscape Services for Harden Ranch Landscape Maintenance District

Project Manager: Dave Lewellen

Bid awarded on June 22, 2021, by City Council to Brightview Landscape Service, Inc for the sum of 155,801.88 (Base Bid 1), All other bids were rejected and bid bonds returned.  
Dated this 22nd Day of June, 2021

\_\_\_\_\_  
City Clerk

CONTRACTORS										
					New Image Landscape Company		BrightView Landscape Services, Inc		Smith & Enright Landscaping, Inc.	
					3250 Darby Common Fremont, CA 94539		825 Mabury Rd San Jose, CA 95112		540 Work St Suite C Salinas, CA 93901	
ITEM NO.	DESCRIPTION	Frequency	No of Years	UNIT of Measure	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>BASE BID</b>										
1	Landscape Maintenance for Harden Ranch Landscape District	Monthly	3	MONTH	\$18,150	\$653,400	\$4,328	\$155,802	\$6,350	\$228,600
<b>TOTAL BASE BID (ITEM 1)</b> (FOR COMPARISON ONLY)						<b>\$653,400</b>		<b>\$155,802</b>		<b>\$228,600</b>
<b>ITEMS TO BE SUBMITTED WITH PROPOSAL ON BID OPENING DATE</b>										
1	COMPLETELY EXECUTED PROPOSAL SIGNED AND DATED;						x			x
2	SIGNED ADDENDUM, IF ANY;						x			x
3	BIDDER'S BOND						x			x
4	BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE						x			x
5	INSURANCE CERTIFICATION;						x			x
6	NON-COLLUSION DECLARATION OF CONTRACTOR;						x			x
7	BIDDER'S STATEMENT OF SUBCONTRACTORS PART I (THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL HAVE VALID, CURRENT AND ACTIVE CONTRACTOR'S LICENSES FOR THE CLASSIFICATION OF WORK PERFORMED, PRIOR TO SUBMITTAL OF BID, DURING AWARD, AND THROUGHOUT THE CONTRACT);						x			x
<b>ITEMS TO BE SUBMITTED BY LOW BIDDER AND SECOND LOWEST BIDDER ON/OR WITHIN 5 WORKING DAYS AFTER BID OPENING DATE</b>										
8	BIDDER'S STATEMENT OF SUBCONTRACTORS - PART II							X		x
9	NON-COLLUSION DECLARATION OF SUBCONTRACTOR;							X		x
10	BIDDER'S STATEMENT OF GOOD FAITH EFFORT FOR LOCAL HIRE;							X		x
11	BIDDER'S LIST FOR THE CITY OF SALINAS PUBLIC WORKS DEPARTMENT (THE PRIME CONTRACTOR SHALL SUBMIT ORIGINAL(S). ALL SUBCONTRACTOR(S) SHALL SUBMIT ORIGINAL(S) OR FAXED COPIES							X		x

# AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF SALINAS, a municipal corporation of the State of California, hereinafter called "City", and Brightview Landscape Services, Inc. hereinafter called "Contractor",

## WITNESSETH

**FIRST:** Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant, transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, construct, and complete the work at the time and in the manner provided, and in strict accordance with the Plans and Specifications therefore, for

### **LANDSCAPE SERVICES FOR HARDEN RANCH MAINTENANCE DISTRICT**

**SECOND:** It is expressly understood and agreed that this Contract consists of the following documents, all of which are incorporated into this Agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. **Notice Inviting Sealed Proposals**
- b. **Signed and executed Bid and Proposal of Contractor, and if any signed Addendum, as accepted by City**
- c. **Bidder's Statement of Financial Responsibility, Technical Ability and Experience**
- d. **Bidder's Statement of Subcontractors – Part I**
- e. **Bidder's Statement of Subcontractors – Part II**
- f. **Insurance Certification**
- g. **Completely executed and signed all required City of Salinas forms**
- h. **Instructions to Successful Bidder and General conditions**
- i. **Payment Bond (Labor and Materials Bond)**
- j. **Certificate of Insurance**
- k. **The aforesaid Plans and Specifications**
- l. **Design Standards and Standard Specifications and Standard Plans, 2008 Edition, or as amended, or otherwise indicated in the specifications and**
- m. **this Agreement.**

**THIRD:** That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement, and as set forth in the Proposal adopted by the City of Salinas, a true copy thereof hereto attached; also, for all loss or damage arising out of the nature of said work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Salinas, and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans

and Specifications and the Provisions of this agreement and the requirements of the City Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

The Contractor and City hereby agree that the Contractor shall perform the work, and be paid the amount of bid item No. 1 specified in the Proposal of the Contractor, for the as total price of One hundred fifty five thousand eight hundred one dollars and eighty eight cents (\$155,801.88)

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Proposal after execution of the Contract on behalf of the City of Salinas and the receipt from the City of Salinas of a Notice to Proceed with the work.

**FOURTH:** The City of Salinas hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby Contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Specifications and the said parties, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained

**FIFTH:** No interest in this Agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this Contract, so far as the City of Salinas is concerned. All rights of action, however, for any breach of this Contract are reserved to City.

**SIXTH:** The Contractor shall keep harmless and indemnify the City of Salinas, its officers, agents, and employees from all loss, damage, cost, or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Salinas, its officers, agents, or employees, or articles supplied by the Contractor under this Contract of which he/she is not entitled to use or sell. Contractor agrees to, at his/her own cost and expense, defend in court the City, its officers, agents, and employees in any action which may be commenced or maintained against them or any of the, on account of any claimed infringement of patent rights, arising out of this Agreement.

Contractor shall indemnify and save the City of Salinas, its officers, agents, and employees harmless against all claims for damages to person or property arising out of Contractor's execution of the work, or otherwise by the conduct of the Contractor or its employees, agents, Subcontractors, or others (including the active and passive negligence of the City, its officers, agents, and employees) in connection with the execution of the work covered by this Contract and any and all costs, expenses, attorney's fees, and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not, except only those claims arising from the sole negligence or willful conduct of the City, its officers, agents, or employees. Further, Contractor at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees.

Contractor shall reimburse the City of Salinas for all costs and expenses (including but not limited to fees for architects, engineers, attorneys, and other professional and court costs) incurred by the City in enforcing the Provisions of this Section.

**SEVENTH:** The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within 1 year after acceptance of final payment by Contractor and to indemnify said City of Salinas against all loss and damage occasioned by any such defect, discovered within said 1 year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said 1 year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

**EIGHTH:** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.

**NINTH:** Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

Apprenticeship utilization: The Contractor agrees to comply with the Department of Apprenticeship Standards of the California Labor Code Section 1777.5 and the following:

Prior to commencing work on the awarded contract, the Contractor shall submit contract award information (form DAS 140) to all applicable apprenticeship program(s) that can supply apprentices to the site of the public work. **A copy of this information shall also be provided to the City of Salinas.**

The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the public work shall be no less than one hour of apprentice work for every five hours of journeyman work.

**At the end of each month of work on the contract, the Contractor and Subcontractors shall submit a record of utilization of apprentices for the previous months work.**

**Within 60 days after concluding work on the contract, each Contractor and Subcontractor shall submit to the City of Salinas and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract.**

**TENTH:** Contractor agrees to comply with all requirements of the City of Salinas Local Hiring Preference Ordinance 2330, Salinas City Code Chapter 12, Article IV, which hereby establishes local hiring requirement procedures on Public Works Contracts, with respect to person(s) hired directly by the Contractor and all persons hired by the Contractor's Subcontractor(s).

IN WITNESS WHEREOF, City has caused this instrument to be executed and its corporate name and seal to be hereunto attached by its Mayor, pursuant to resolution theretofore duly adopted by the Council of the City of Salinas, and Contractor has caused this instrument to be executed the day and year first hereinabove written.

CITY OF SALINAS, A Municipal Corporation

ATTEST:

BY \_\_\_\_\_  
Mayor

City Clerk \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Handwritten signature in blue ink]*  
Contractor (signature in blue ink)  
VPM / General Manager

*(Attach Notary Acknowledgment)*

**NOTE:** Please refer to the "General Instructions to Low Bidder" for specific signature requirements.

I hereby approved the form of the foregoing Contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Attorney for the City of Salinas

Checked by the City Engineer on \_\_\_\_\_

\_\_\_\_\_  
City Engineer

***ALL SIGNATURES SHALL BE NOTARIZED EXCEPT THOSE OF CITY OFFICIALS***

**PLEASE SEE ATTACHED**  
For Acknowledgement/Jurat Cert.  
Steve Len, Notary Public  
Comm. Expires: 01/08/2023

# 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 Santa Clara } ss.

On June 10, 2021 before me, Steve Len, Notary Public, personally appeared  
Karine Stümer

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

Seal

## OPTIONAL

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_

No. of Pages: \_\_\_\_\_

Note: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BRIGHTVIEW LANDSCAPE SERVICES, INC.  
DELEGATION OF AUTHORITY FORM**

I, Susan DeSantis, Assistant Secretary of BrightView Landscape Services, Inc. ("BrightView"), delegate signature authority to Karine Stuimer, Vice President and General Manager, on the following terms and conditions:

1. Karine Stuimer may review, issue and execute, on my behalf, the City of Salinas, County of Monterey, State of California bids and /or contracts requiring Assistant Secretary Signature.
2. The documents subject to this delegation are those in connection with City of Salinas, County of Monterey, State of California bids.
3. The effective date of this delegation is May 13, 2021 and shall run until such delegation is properly revoked, the delegate is no longer serving in the position described in this delegation, November 30, 2021.
4. The authority delegated is not subject to sub-delegation without my prior and express written consent.
5. This delegation is made pursuant to the Delegation of Authority Policy adopted by BrightView Landscapes, LLC and its subsidiary BrightView Landscape Services, Inc.



\_\_\_\_\_  
Susan DeSantis, Assistant Secretary  
Date: May 13, 2021

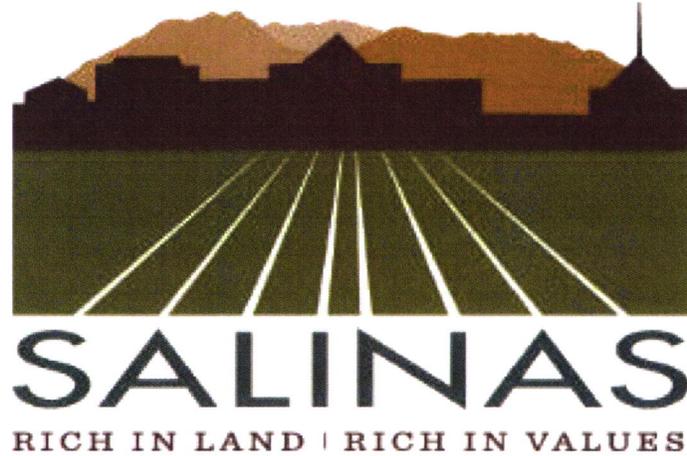
**Acknowledged and agreed:**



\_\_\_\_\_  
Karine Stuimer, Vice President and General Manager  
Date: May 13, 2021

**cc:** Jonathan Gottsegen, EVP, Chief Legal Officer and Corporate Secretary

**INVITATION TO BID**  
**LANDSCAPE SERVICES FOR**  
**HARDEN RANCH MAINTENANCE DISTRICT**



CITY OF SALINAS  
200 Lincoln Avenue  
Salinas, CA 93901

For use in conjunction with STANDARD SPECIFICATIONS, DESIGN STANDARDS AND  
STANDARD PLANS, 2008 Edition, City of Salinas-Public Works Department.

May 25, 2021

City of Salinas  
Public Works Department

Re: City of Salinas: Harden Ranch Maintenance District

To Whom It May Concern,

On behalf of BrightView Landscape Services, Inc., we would like to thank you for the opportunity to submit a proposal for the landscape management services for the City of Salinas for Monte Bella Maintenance District. As your landscape maintenance service provider, we are committed to maintaining the property with the same love as if it was our own.

We understand the key requirements to maintain an optimal landscape and successful communication:

- Proactive Communication: Your Account Manager will provide you with regular Quality Site Assessment reports and Annual Budget worksheets. This will document our status on all past, current and future activities that are important to you.
- Specific Operational Plan: Your Account Manager will arrange with our team a 'work-flow' plan that is segmented in a way that provides optimal maintenance.
- Attention to Detail: Your Account Manager will communicate with you on a regular basis what the key areas of improvement are. This will be done to ensure that the high profile areas are thriving year round.

Our primary focus is your satisfaction. To consistently perform to or above your expectations, we will continue to strive to deliver outstanding service around the principles of horticultural soundness, safety, communication, quality, training, and technological leadership.

On behalf of our BrightView team we thank you for the opportunity to propose landscape services at your site. We realize you have many choices when choosing a landscape provider and appreciate your time and consideration.

We look forward to working with you!

Sincerely,



Karine Stuimer  
Vice President and General Manager  
BrightView Landscape Services, Inc.

May 28, 2021

City of Salinas  
Public Work Department

RE: City of Salinas: North/East Maintenance District

To Whom It May Concern,

On behalf of BrightView Landscape Services, Inc., we would like to thank you for the opportunity. Per RFP documents attached are:

- **Bidder Statement of Subcontractors- Part II**
- **Non-Collusion Declaration of Subcontractor**
- **Bidder's Statement of Good Faith Effort for Local Hire**
- **Bidder's List for The City Of Salinas Work Department.**

Our Primary focus is your satisfaction. To consistently perform to or above your expectations, we will continue to strive to deliver outstanding service around the principles of horticultural soundness, safety, communication, quality, training and technological leadership.

We look forward working with you!

Sincerely,

Karine Stuimer  
Vice President and General Manger  
BrightView Landscape Services, Inc

# PROPOSAL

FOR

## LANDSCAPE SERVICES FOR HARDEN RANCH MAINTENANCE DISTRICT

SALINAS, CALIFORNIA

FROM:

NAME OF BIDDER: BrightView Landscape Service, Inc.

BUSINESS ADDRESS: 825 Mabury Road  
(Street Address)

CITY: San Jose STATE: Ca ZIP: 95133

PHONE: 408-4535904

RESIDENCE ADDRESS: 825 Mabury Road

CITY: San Jose STATE: Ca ZIP: 95133

PHONE: 408-453-5904

Honorable Mayor of City Council  
City of Salinas  
Salinas, California

Gentlemen/Ladies:

Pursuant to the foregoing Notice to Bidders, the undersigned hereby proposes and binds himself/herself on award by the City Council under this Proposal to execute in accordance with such award, a Contract with necessary bonds of which this Proposal, the Notice to Bidders, and the Plans and the Specifications adopted *{Date Adopted By Council}*, shall be a part, to furnish any and all required labor, material, and services for performing and completing the work set forth in the said Specifications and shown on the Plans accompanying them, within the time hereinafter set forth and at the prices named in this Proposal as follows:

**By checking this box, the Bidder hereby affirms it meets the requirements set forth under Chapter 12 Article III A-Local Purchasing Preference. All Local Contractors must have a Declaration of Local Business Enterprise form filed with the City of Salinas Finance Department. Refer to link for requirements <https://www.cityofsalinas.org/our-city-services/finance/bid-requests-rfps> and [Declaration of Local Business Form](#).**

**LANDSCAPE SERVICES FOR HARDEN RANCH MAINTENANCE DISTRICT**

The work shall involve the furnishing of all labor, material, equipment, and incidentals to perform the Landscape Maintenance in the Landscape and Lighting Districts in accordance with the Plan, Specifications and Special Provisions. The maintenance district is as shown on the location map and described in detail in Section 9:

**PROPOSAL ITEMS:**

**Base Bid**

Item #1: 24 Months Landscape Maintenance for the Harden Ranch Area District

\$4,327.83 per month

**Total for Base Bid: \$ 4,327.83 Per month**

**Additive Alternate#1**

Note: The estimated hours and dollar amounts requested below do not represent what the contractor may or may not earn through unscheduled work.

Item #2	80 hours x General Gardening Crew rate	\$ <u>4,800</u>
Item #3	50 hours x Specialty Irrigation Crew rate	\$ <u>4,250</u>
Item #4	\$7,000 x Percentage Markup	\$ <u>7,000 x 20% = \$8,400</u>

**Total for Additive Alternate #1 \$ 17,450**

**Total for Base Bid plus Additive Alternate #1: \$ 69,384 - 12 months maintenance and 1 year Additive Alternate  
\$121,318 - 24 months of maintenance and 1 year Additive Alternate**

The Additive Alternate total will be added to the annual contract fee for accessing low bid only. The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markups.

**Extra Work Items**

Item #5: **GENERAL GARDENING CREW RATE** (Service based on a two-person crew). Provide general gardening services as required (i.e. sprinkler replacement, special cleanups)

\$ 120 Total Hourly

Item #6: **SPECIALTY IRRIGATION CREW RATE** (Service based on a two-person crew, Irrigation Technician and Helper). Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks.

Technician \$ 85 Total  
 Hourly Helper Rate \$ 60 Total  
 Hourly

**Item #7: PLANT PURCHASE AND INSTALLATION PRICE THAT MEET CITY STANDARDS**

1 gallon \$ 21 Total  
 2 gallon \$ 35 Total  
 5 gallon \$ 60 Total  
 10 gallon \$ 150 Total  
 15 gallon \$ 185 Total  
 24-inch box tree \$ 495 Total

**Item #8: PERCENT OF MARKUP ON MATERIALS** - Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation 20 %

**Item #9: TREE TRIMMING**

80/man hour with a \$1,080 daily minimum

DBH price for removal \$ \_\_\_\_\_ Total

DBH price for trimming (Structural pruning to maintain strength and shape)

80/man hour with a \$1,080 daily minimum  
 \$ \_\_\_\_\_ Total

Stump Grinding to a depth of three feet including grubbing and root removal

95/man hour with a \$760 daily minimum  
 \$ \_\_\_\_\_ Total

**Item #10: ADDITIONAL AREAS TO BE ADDED DURING CONTRACT PERIOD** Landscaping and

additional areas may be added to maintenance site. Addition of said areas would be after plant establishment periods, to include original landscape contractor warranties. Prices shall include both labor and materials.

\$ 872 Total Monthly Price per Acre

**NOTE: For Bid package to be VALID: (1) the Bidder must submit Bid for Base Bid and Bid items; (2) the Bidder must submit all completely executed and signed City of Salinas forms; and (3) the Contractor and all Subcontractors shall have valid, current and active Contractor's license(s) for the classification(s) of work performed and be registered with the DIR pursuant to Labor Code section 1725.5, and the license(s) must be valid prior to award of Contract and throughout the Contract as approved by Council.**

It is expressly understood and agreed that this Bid shall have the following documents completed, all of which are incorporated into and made a part hereof. **The following information shall be submitted with the Bid Proposal on the Bid Opening Date:**

1. Complete Proposal signed and dated
2. Signed Addendum, if any
3. Bid Bond
4. Bidder's Statement of Financial Responsibility Technical Ability and Experience
5. Insurance Certification
6. Non-Collusion Declaration of Contractor
7. Bidder's Statement of Subcontractors – Part I (The Contractor and all Subcontractors shall have valid, current, and active Contractor's licenses for the classification of work performed, prior to submittal of Bid, during Award, and throughout the Contract.)

The lowest and second lowest ranked project Bidders shall submit the following forms, fully completed, to the Public Works Department, City of Salinas, within 5 working days after Bid opening date and/or when the lowest responsible Bidder is known. The Documents to be completed and submitted are the following:

8. Bidder's Statement of Subcontractors – Part II
9. Non-Collusion Declaration of Subcontractor
10. Bidder's Statement of Good Faith Effort for Local Hire
11. Bidder's List for the City of Salinas Public Works Department. The Prime Contractor shall submit original(s). All Subcontractor(s) shall submit original (s) or faxed copy (copies)

*Failure to comply with these requirements may result in the forfeiture of the Bidder's rank in the Bid process.*

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the City of Salinas does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the City Engineer without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

**The City reserves the right to award the contract to a responsible, responsive Bidder with the lowest possible bid for each amount noted in the “Total for Base Contract #” amount. The City further reserves the right to award or reject any or all proposals depending on available funding.**

Except as may otherwise be provided herein, all work to be done under this Contract shall conform to the applicable requirements of the DESIGN STANDARDS, STANDARD SPECIFICATIONS AND STANDARD PLANS, 2008 Edition, City of Salinas Public Works Department, herein referred to as the “Standard Specifications”.

In addition to the Subcontractors required to be listed in conformance with the Standard Specifications, **the Contractor shall submit: name, address, DIR Public Works Registrations number, Contractor’s license number including State/expiration date and the portion of the work that shall be done by each Subcontractor. Contractor shall comply with all requirements of the City of Salinas Local Hiring Preference Ordinance 2330, Salinas City Code Chapter 12, Article IV, with respect to person(s) hired by the Contractor, and to all persons hired by the Contractor’s Subcontractor(s). All prospective Contractors may use the website <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx> to check each Subcontractor’s license status and the DIR’s Contractor Registration searchable database <https://efiling.dir.ca.gov/PWCR/Search.action> to verify each Subcontractor’s registration status.**

The Bidder shall submit the list of Subcontractor(s) with the Proposal. Use the form supplied in the Contract documents. If no such list is submitted, it shall be assumed that the Contractor shall do all the work herein specified.

The successful Bidder and all Subcontractors must have a valid City of Salinas business license before the commencement of work.

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the City of Salinas does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City Engineer without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

The undersigned further agrees that all work to be done under this Contract shall be done in accordance with the provisions of that certain form of Agreement attached hereto and hereby made a part of these Specifications.

The undersigned agrees, if awarded the Contract, that there shall be paid by the undersigned and by all Subcontractors under him/her, to all laborers, workmen and mechanics employed in the execution of such Contract or any Subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to the state statute thereto applicable, by the City Council, the schedule thereof being set forth in the advertisement for Bids and in the Specifications for said work.

All questions about the meaning or intent of the Contract documents shall be submitted to the City of Salinas through the project page on the Planet Bids website. Replies shall be issued by Addenda electronically on-

line through the PlanetBids Vendor Portal website and ONLY to Bidders who are registered Prospective Bidders for this project. **QUESTIONS RECEIVED LESS THAN 10 CALENDAR DAYS PRIOR TO THE DATE OF THE OPENING BIDS SHALL NOT BE ANSWERED.** Only questions answered by Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

**Any and all Addenda to the Plans and/or Specifications shall be signed and attached hereto this Proposal.**

For any money earned by the Undersigned and withheld by the City of Salinas, to insure the performance of the Contract, the Undersigned may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contracts Code of the State of California.

Licensed in accordance with an act providing for the registration of Contractors:

License No.: 266211 DIR Registration No.: 100005364  
Expiration Date: 03/31/2022 DIR Reg. Exp. Date: 6/30/21

(If Bidder is a joint venture, each member must specify license number, expiration date and statement regarding representations made.)

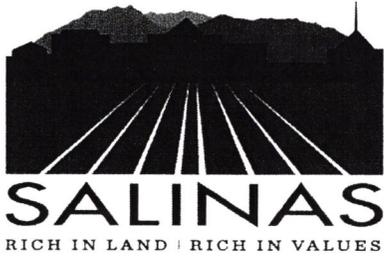
(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals; co-partners composing the firm. If a corporation, state legal names of corporation, also names of President, Secretary, Treasurer, and Manager thereof.)

BrightView Landscape Services, Inc.  
825 Mabury Road  
San Jose Ca 95133  
*Business Address*

Signature of Bidder: Kami Aunw  
*(Signature in blue ink)*

Dated: June 4, 2021

# Invitation to Bid Addendum No.1



Landscape Services for Harden Ranch,  
Maintenance District

*David Lewellen*

DATE: May 19, 2021  
TO: Potential Responders to Invitation to Bid  
FROM: David Lewellen, District Maintenance /Forestry Manager  
RE: City of Salinas Invitation to Bid for Landscape Services for Harden Ranch  
Maintenance District

**NOTICE TO ALL POTENTIAL RESPONDENTS**, The Bid Proposal Package (“Bids”) is modified as set forth in this Addendum. The original BID documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby incorporated and made part of the BID. Respondent shall take this Addendum into consideration when preparing and submitting Respondent’s Proposal.

## **Submittal Deadline**

This Addendum does not change the Proposal submission deadline of May 25, 2021 at 2:00 p.m. Pacific Standard Time (“PST”).

## **Manner of Submission**

Electronic proposals will be accepted and are preferred. All electronic proposals shall be submitted by May 25, 2021 at 2:00 p.m. PST.

It is the Bidder’s responsibility to ensure that said BID shall be fully uploaded / transmitted via the PlanetBids website, prior to the aforementioned designated date and time. The City will not be accepting paper bids.

## Questions and Answers

The following Addendum will address two items:

First: How will the public be able to attend/participate to hear the results of the Bid process?

Bids will be opened and entered into the record via a public Zoom meeting. Below are the instructions for accessing Zoom.

Join Zoom Meeting

<https://zoom.us/j/97991075361?pwd=cFFPSXEvQU92WW9CNTRVV3VxTFdOdz09>

Meeting ID: 979 9107 5361

Passcode: 890132

One tap mobile

+16699006833,,97991075361#,,,,\*890132# US (San Jose)

+13462487799,,97991075361#,,,,\*890132# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

Meeting ID: 979 9107 5361

Passcode: 890132

Find your local number: <https://zoom.us/u/aeIyP7L4Px>

Second: **NOTICE TO BIDDERS**

Notice is hereby given that the City of Salinas, County of Monterey, State of California (hereinafter referred to as "City"), hereby invites sealed Bid Proposals for the following work to be completed according to Plans and Specifications on file, adopted therefore, to wit:

### **LANDSCAPE SERVICES FOR HARDEN RANCH MAINTENANCE DISTRICT**

A scanned copy of the Bid Proposal Package ("Bids") for the above-mentioned work shall be submitted electronically via the PlanetBids website until **2:00 p.m.** Pacific Standard Time on May 25<sup>th</sup> 2021, at which time or thereafter said bids will be

electronically opened and available online. A link to the meeting will be made available through PlanetBids. **It is the Bidder's responsibility to ensure that said Bid shall be fully uploaded / transmitted via the PlanetBids website, prior to the aforementioned designated date and time. The City will not be accepting paper bids.**

**In addition to electronic Bid submittals, 2 sealed original hard copies (to be used for verification) must also be sent via courier service, mailed, or delivered when the lowest apparent bidder is known. Hardcopies must be received within 5 working days after Bid opening date:** Complete Proposal signed and dated; Signed Addendum, if any; Bid Bond; Bidder's Statement of Financial Responsibility Technical Ability and Experience; Insurance Certification; Non-Collusion Declaration of Contractor; and Bidder's Statement of Subcontractors – Part I. **Failure to comply with these requirements may result in the forfeiture of the Bidder's rank in the Bid process.**

Please mail hard copy of bid to the following address:

City of Salinas  
Public Works Department  
Environmental & Maintenance Services Division  
426 Work St.  
Salinas, CA 93901  
ATTN: Dave Lewellen

# Fidelity and Deposit Company

OF MARYLAND

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BRIGHTVIEW LANDSCAPE SERVICES, INC., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 1299 Zurich Way, Schaumburg, Illinois 60196, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto CITY OF SALINAS as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent of Amount bid Dollars (\$ 10% of Amount Bid ), 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

Landscape Services for Harden Ranch Maintenance District

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 18th day of May A.D., 2021

BRIGHTVIEW LANDSCAPE SERVICES, INC.

*Principal*

By: [Signature]  
*Title*

[Signature]  
*Witness*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Surety*

By: [Signature]  
Simone Gerhard *Attorney-in-Fact*

[Signature]  
*Witness Marina Tapia, Witness*



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6<sup>th</sup> day of March, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of MAY 19 2021.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6<sup>th</sup> day of March, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

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Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

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*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

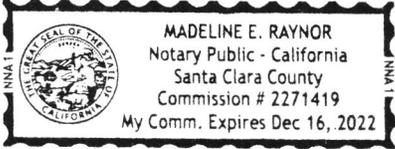
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On May 24<sup>th</sup> 2021 before me, Madeline E. Raynor, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Frederick Peter Freund  
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: Bid Bond  
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: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

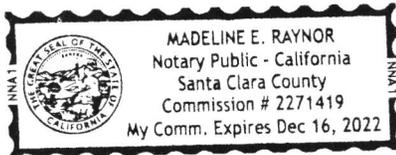
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County of Santa Clara )  
On May 24th 2021 before me, Madeline E. Raynor, Notary Public,  
Date Here Insert Name and Title of the Officer  
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WITNESS my hand and official seal.



Signature Madeline E Raynor  
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: Statement of financial responsibility  
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: \_\_\_\_\_

## INSURANCE CERTIFICATION

*(This certification shall be completed and submitted with the proposed Bid)*

By signing below, I hereby certify that BrightView Landscape Servies, Inc  
*(Insert company name)*

is currently insured by an insurance company that is an **“Authorized”** carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California, and shall be written by insurers with a current A.M. Best Rating of “A-Class VIII” or better, and a financial size of “VII” or greater. Said insurance will expire on 10/01/21.

I further hereby certify that, as the signer of this Bid Proposal, I have read and understand the City’s insurance requirements as described in the Section entitled “Insurance Requirements” within these Specifications and that proof of insurance shall be required before the Public Works Services Contract is recommended for Award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Salinas as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City Attorney.

Fred Freund

*(Print Name)*

Signature of Bidder:



*(Signature)*

5-25-2021

*(Date)*

*Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

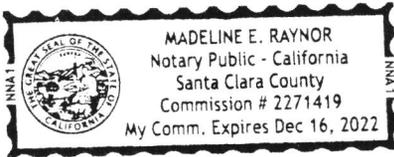
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State of California )  
County of Santa Clara )  
On May 24th 2021 before me, Madeline E. Raynor, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Frederick Peter Freund  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 Madeline E Raynor  
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: Insurance Cert  
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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Brightview Landscape Services, Inc. Location #31080 825 Mabury Road San Jose CA 95133 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**      **CERTIFICATE NUMBER:** 570084235022      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG71080961 SIR applies per policy terms & conditions	10/01/2020	10/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25260119	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION			AUC508596816	10/01/2020	10/01/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WLRC50803867 WC - AOS SCFC50803880 WC - WI	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Salinas, its officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of The City of Salinas for all work performed by the contractor, its employees, agents and subcontractors in accordance with the policy provisions of the workers' Compensation policy.

<b>CERTIFICATE HOLDER</b>  The City of Salinas 200 Lincoln Ave. Salina CA 93901 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
---	--



# NON-COLLUSION DECLARATION OF CONTRACTOR

*(This form must be completed and submitted with this Bid)*

State of California, }  
County of Monterey, }SS

Bright View Landscape, Inc, being first duly sworn, deposes and says that:

I am the (owner, partner, officer, representative, or agent) Representative of Bright View,  
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 5/24/14 [date], at SAN JUAN [city], CA [state].

Signed 

Senior Vice President

*Title*

*Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

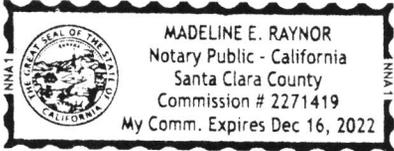
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On May 24th 2021 before me, Madeline E. Raynor, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Frederick Peter Freund  
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 Madeline E Raynor  
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: NON-collusion Declaration of contractor  
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: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

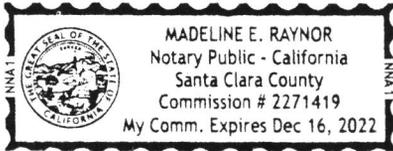
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On May 24<sup>th</sup> 2021 before me, Madeline E. Raynor, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Frederick Peter Freund  
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 Madeline E Raynor  
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: Bidders Statement (Part 1)  
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: \_\_\_\_\_

## BIDDER'S STATEMENT OF SUBCONTRACTORS – PART II

*(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it shall be submitted and received by the Public Works Department no later than 5 working days after Bid opening date and/or when the lowest responsible Bidder is known.)*

List all Subcontractors performing work on site, including 1<sup>st</sup> tiered Subcontractors under one-half of one percent (0.5%) of the total contract bid or \$10,000.

The undersigned submits herewith a list of Subcontractors whom he/she proposes to employ on the work, with the proper firm name and business address of each.

If no list submitted, it shall be assumed that the Contractor shall do all the work as specified.

The Contractor and all Subcontractors shall have valid Contractor's licenses for the classification of work performed, at time of award of Contract, and throughout the Contract. **All prospective Contractors may use the website <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx> to check each Subcontractor's license status and expiration dates.**

The Contractor and all Subcontractors must possess and maintain a current Public Works Contractor registration with the Department of Industrial Relations (DIR), at the time Bid is submitted, and throughout the Contract. **All prospective Contractors may search the DIR's Public Works Contractor Registration searchable database <https://www.dir.ca.gov/public-works/publicworks.html> to verify each Subcontractor's registration status.**

**Subcontractor:** No Subcontractor used \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

*Contractor shall provide all Subcontractor information requested above.*

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

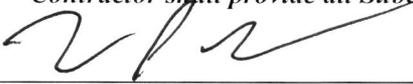
Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

*Contractor shall provide all Subcontractor information requested above.*

SIGNED:  \_\_\_\_\_ 5-25-21

*(Signature)*

*(Date)*

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)**

**\*City of Salinas Business License shall be acquired before commencement of work.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

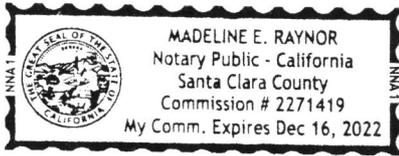
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On May 24th 2021 before me, Madeline E. Raynor, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Frederick Peter Freund  
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 Madeline E Ray  
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: Bladder's Statement (part 2)  
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: \_\_\_\_\_

# NON-COLLUSION DECLARATION OF SUBCONTRACTOR

*(This form must be completed and submitted with this Bid)*

State of California, }SS  
County of Monterey,

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/she is (*owner, partner, officer, representative, or agent*) of BrightView Landscape Services, Inc., hereinafter referred to as the "Subcontractor";

He/she is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ (*City or County and State*);

The proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Subcontractor has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham Bid. The Subcontractor 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 Subcontractor 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 proposal are true. The Subcontractor has not, directly or indirectly, submitted his or her proposal 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 Subcontractor 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 Subcontractor.

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 5/27/14 [date], at SAN JOSE [city], CA [state].

Signed \_\_\_\_\_

Senior Vice President

\_\_\_\_\_  
*Title*

*Attach Notary Acknowledgment*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

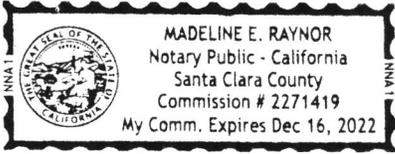
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On May 24th 2021 before me, Madeline E. Raynor, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Frederick Peter Freund  
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 Madeline E. Raynor  
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: NON-Collusion Declaration of Contractors  
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: \_\_\_\_\_

# STATEMENT OF GOOD FAITH EFFORT FOR LOCAL HIRE

For

**The City of Salinas  
Public Works Department**

*(This information may be submitted with your proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it must be submitted and received by the Public Works Department no later than 5 working days after Bid opening date.)*

In conformance with Article IV to Chapter 12 of the Salinas Municipal Code, each Contractor and Subcontractor shall complete and submit this **Statement of Good Faith Effort**.

Project Title: Harden Ranch Maintenance District

Contractor (or Subcontractor ): BrightView Landscape Services, Inc.

Address: 825 Mabury Road

City: San Jose State: Ca Zip: 95133

Contractor (or Subcontractor  ) estimates that fifty percent (50%) or more of its workforce, for this project, meets the local hire requirements for this contract:

Yes  No  **If “No”, the apparent successful Bidder (low Bidder) and the second low Bidder shall complete and submit the following form to the office at which bids were received so the information is received by the Department no later than 5 working days after bid opening:**

Name and Address of Local Recruitment Source	Date of Recruit. Contact	Person Contacted and Phone #	Recruitment For: Trade & Classification	Number of Referrals Requested	# of Local Hires as Result of Contact	Names and address of Local Hire (2) as a Result of Contact

**I certify that the information contained in this form is true and correct, to the best of my knowledge, (Please sign all pages.)** *(Submitted under penalty of perjury, Salinas City Code, Section 12-31.)*

  
*Signature*

Fred Freund  
*Name (Please Print)*

Senior Vice President  
*Title or Position (Please Print)*

5-25-2021  
*Date*

***Attach Notary Acknowledgment***

Page \_\_\_ of \_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

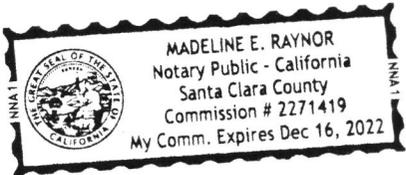
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On May 24<sup>th</sup> 2021 before me, Madeline E. Raynor, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Frederick Peter Freund  
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 Madeline E Raynor  
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: Statement of Good Faith  
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: \_\_\_\_\_

**BIDDER'S LIST  
FOR  
THE CITY OF SALINAS  
PUBLIC WORKS DEPARTMENT**

*(This information may be submitted with your proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it must be submitted and received by the Public Works Department no later than 5 working days after Bid opening date.)*

All Bidders are required to provide the following information for all DBE and non-DBE contractors who provided a proposal, Bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime Contractor and must be submitted with their Bid/proposal. In order for the City of Salinas to conform with Federally-Mandated DBE Program Bidders List, it will use this information to maintain and update a "Bidders List" to assist in the overall annual goal DBE goal setting process.

Firm Name: BrightView Landscape Services, Inc Phone: 408-453-5904

Address: 825 Mabury Road Fax: 408-437-1817

San Jose Ca 95133 License No.: 266211

DIR Registration No.: 303855 Exp. Date: 6-30-2021

Contact Person & Title: Karine Stuimer- Vice President No. of Years in Business: 26

Is the firm currently certified as a DBE under the new regulations (49 CFR Part 26)?  Yes  No

Type of work/services/materials provided by firm: Full service landscape maintenance, Irrigation and site enhancement work.

What were your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED: Karin Stuimer 6/4/2021  
(Date)

This form may be copied as needed to report all Bidders (DBEs and non-DBEs) information.  
Revision Date 11/17/17

**BIDDER'S LIST  
FOR  
THE CITY OF SALINAS  
PUBLIC WORKS DEPARTMENT**

*(This information may be submitted with your proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it must be submitted and received by the Public Works Department no later than 5 working days after Bid opening date.)*

All Bidders are required to provide the following information for all DBE and non-DBE contractors who provided a proposal, Bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime Contractor and must be submitted with their Bid/proposal. In order for the City of Salinas to conform with Federally-Mandated DBE Program Bidders List, it will use this information to maintain and update a "Bidders List" to assist in the overall annual goal DBE goal setting process.

Firm Name: BrightView Landscape Services, Inc Phone: 408-453-5904  
Address: 825 Mabury Road Fax: 408-437-1817  
San Jose Ca 95133 License No.: 266211  
DIR Registration No.: ~~303855~~ 100005364 Da. Exp. Date: 6-30-2021  
Contact Person & Title: Karine Stuimer- Vice President No. of Years in Business: 26

Is the firm currently certified as a DBE under the new regulations (49 CFR Part 26)?  Yes  No

Type of work/services/materials provided by firm: Full service landscape maintenance, Irrigation and site enhancement work.

What were your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED: Karine Stuimer 6/4/2021  
(Date)

This form may be copied as needed to report all Bidders (DBEs and non-DBEs) information.

Revision Date 11/17/17