

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

CONTRACT

**35129**

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THIS CONTRACT is made and entered, in duplicate, as of October 24, 2018 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 23, 2018, by and between AMERICAN LANDSCAPE, INC., a California corporation ("Contractor"), whose address is 7013 Owensmouth Avenue, Canoga Park, California 91303, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Heartwell Park Central Irrigation Renovation in the City of Long Beach, California, dated July 20, 2018, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7096;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7096 for Heartwell Park Central Irrigation Renovation in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Heartwell Park Central Irrigation Renovation

1 in the City of Long Beach, California, attached hereto as Exhibit "A"; provided,  
2 however, that the total compensation to Contractor shall not exceed the maximum  
3 cumulative amount of One Million Two Hundred Ninety-Eight Thousand Nine  
4 Hundred Eighty-Nine Dollars (\$1,298,989) for the estimated quantities established  
5 in the Bid, subject to additions or deductions as provided in the Contract Documents.

6 B. Contractor shall submit requests for progress payments and  
7 City will make payments in due course of payments in accordance with Section 9 of  
8 the Standard Specifications for Public Works Construction (latest edition).

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,  
11 Project Specifications No. R-7096 (which may include by reference the Standard  
12 Specifications for Public Works Construction, latest edition, and any supplements  
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
14 Plans; Project Drawing No. B-4700 for this work; the California Code of Regulations;  
15 the various Uniform Codes applicable to trades; the prevailing wage rates;  
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the  
18 Citywide Project Labor Agreement; this Contract and all documents attached hereto  
19 or referenced herein including but not limited to insurance; Bond for Faithful  
20 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
21 addenda or change orders issued in accordance with the Standard Specifications;  
22 any permits required and issued for the work; approved final design drawings and  
23 documents; the Information Sheet; and the Letter of Assent. These Contract  
24 Documents are incorporated herein by the above reference and form a part of this  
25 Contract.

26 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
27 if any conflict or inconsistency exists or develops among or between Contract  
28 Documents, the following priority shall govern: 1) Permit(s) from other public

1 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
2 hereto); 4) Addenda (which shall include written clarifications, corrections and  
3 changes to the bid documents and other types of written notices issued prior to bid  
4 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City  
5 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section  
6 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
7 reference plans; 11) the Bid; and 12) the Notice Inviting Bids.

8 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
9 to be specified in a written Notice to Proceed from City and shall complete all work within  
10 one hundred seventy-five (175) calendar days thereafter, subject to strikes, lockouts and  
11 events beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
12 damage if the work is not completed within the time stated, but those damages would be  
13 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
14 damages, the amount stated in the Contract Documents.

15 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The  
16 acceptance of any work or the payment of any money by City shall not operate as a waiver  
17 of any provision of any Contract Document, of any power reserved to City, or of any right  
18 to damages or indemnity hereunder. The waiver of any breach or any default hereunder  
19 shall not be deemed a waiver of any other or subsequent breach or default.

20 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently  
21 herewith, Contractor shall submit certification of Workers' Compensation coverage in  
22 accordance with California Labor Code Sections 1860 and 3700, a copy of which is  
23 attached hereto as Exhibit "B".

24 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time  
25 upon City by Contractor for and on account of any extra or additional work performed or  
26 materials furnished, unless such extra or additional work or materials shall have been  
27 expressly required by the City Manager and the quantities and price thereof shall have  
28 been first agreed upon, in writing, by the parties hereto.

1           8.     CLAIMS. Contractor shall, upon completion of the work, deliver  
2 possession thereof to City ready for use and free and discharged from all claims for labor  
3 and materials in doing the work and shall assume and be responsible for, and shall protect,  
4 defend, indemnify and hold harmless City from and against any and all claims, demands,  
5 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or  
6 damages to property, including property of City, which arises from or is connected with the  
7 performance of the work.

8           9.     INSURANCE. Prior to commencement of work, and as a condition  
9 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence of  
10 all insurance required in the Contract Documents.

11           In addition, Contractor shall complete and deliver to City the form  
12 (“Information Sheet”) attached as Exhibit “C” and incorporated by reference, to comply with  
13 Labor Code Section 2810.

14           10.    WORK DAY. Contractor shall comply with Sections 1810 through  
15 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
16 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
17 Contractor or any subcontractor for each calendar day such worker is required or permitted  
18 to work more than eight (8) hours unless that worker receives compensation in accordance  
19 with Section 1815.

20           11.    PREVAILING WAGE RATES. Contractor is directed to the prevailing  
21 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)  
22 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
23 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
24 work done by Contractor, or any subcontractor, under this Contract.

25           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

26           A.     If the work is terminated pursuant to an order of any Federal or  
27 State authority, Contractor shall accept as full and complete compensation under  
28 this Contract such amount of money as will equal the product of multiplying the

1 Contract price stated herein by the percentage of work completed by Contractor as  
2 of the date of such termination, and for which Contractor has not been paid. If the  
3 work is so terminated, the City Engineer, after consultation with Contractor, shall  
4 determine the percentage of work completed and the determination of the City  
5 Engineer shall be final.

6 B. If Contractor is prevented, in any manner, from strict  
7 compliance with the Plans and Specifications due to any Federal or State law, rule  
8 or regulation, in addition to all other rights and remedies reserved to the parties City  
9 may by resolution of the City Council suspend performance hereunder until the  
10 cause of disability is removed, extend the time for performance, make changes in  
11 the character of the work or materials, or terminate this Contract without liability to  
12 either party.

13 13. NOTICES.

14 A. Any notice required hereunder shall be in writing and personally  
15 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to  
16 Contractor at the address first stated herein, and to the City at 333 West Ocean  
17 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of  
18 address shall be given in the same manner as stated herein for other notices. Notice  
19 shall be deemed given on the date deposited in the mail or on the date personal  
20 delivery is made, whichever first occurs.

21 B. Except for stop notices and claims made under the Labor Code,  
22 City will notify Contractor when City receives any third party claims relating to this  
23 Contract in accordance with Section 9201 of the Public Contract Code.

24 14. BONDS. Contractor shall, simultaneously with the execution of this  
25 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the  
26 form attached hereto and in the amount specified therein, conditioned upon the faithful  
27 performance of this Contract by Contractor, and a good and sufficient corporate surety  
28 bond, in the form attached hereto and in the amount specified therein, conditioned upon

1 the payment of all labor and material claims incurred in connection with this Contract.

2           15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any  
3 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
4 without the written consent of City first had and obtained, nor will City recognize any  
5 subcontractor as such, and all persons engaged in the work of construction will be  
6 considered as independent contractors or agents of Contractor and will be held directly  
7 responsible to Contractor.

8           16. CERTIFIED PAYROLL RECORDS.

9           A. Contractor shall keep and shall cause each subcontractor  
10 performing any portion of the work under this Contract to keep an accurate payroll  
11 record, showing the name, address, social security number, work classification,  
12 straight time and overtime hours worked each day and week, and the actual per  
13 diem wages paid to each journeyman, apprentice, worker, or other employee  
14 employed by Contractor or subcontractor in connection with the work, all in  
15 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such  
16 payroll records for Contractor and all subcontractors shall be certified and shall be  
17 available for inspection at all reasonable hours at the principal office of Contractor  
18 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure  
19 to furnish such records to City in the manner provided herein for notices shall entitle  
20 City to withhold the penalty prescribed by law from progress payments due to  
21 Contractor.

22           B. Upon completion of the work, Contractor shall submit to the City  
23 certified payroll records for Contractor and all subcontractors performing any portion  
24 of the work under this Contract. Certified payroll records for Contractor and all  
25 subcontractors shall be maintained during the course of the work and shall be kept  
26 by Contractor for up to three (3) years after completion of the work.

27           C. The foregoing is in addition to, and not in lieu of, any other  
28 requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor  
2 and subcontractors.

3 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
4 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
5 and custody of the work. If any loss or damage occurs to the work that is not covered by  
6 collectible commercial insurance, excluding loss or damage caused by earthquake or flood  
7 or the negligence or willful misconduct of City, then Contractor shall immediately make the  
8 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make  
9 the City whole or pay, then City may do so and the cost and expense of doing so shall be  
10 deducted from the amount due Contractor from City hereunder.

11 18. CONTINUATION. Termination or expiration of this Contract shall not  
12 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
13 prior to termination or expiration of this Contract.

14 19. TAXES AND TAX REPORTING.

15 A. As required by federal and state law, City is obligated to and  
16 will report the payment of compensation to Contractor on Form 1099-Misc.  
17 Contractor shall be solely responsible for payment of all federal and state taxes  
18 resulting from payments under this Contract. Contractor shall submit Contractor's  
19 Employer Identification Number (EIN), or Contractor's Social Security Number if  
20 Contractor does not have an EIN, in writing to City's Accounts Payable, Department  
21 of Financial Management. Contractor acknowledges and agrees that City has no  
22 obligation to pay Contractor until Contractor provides one of these numbers.

23 B. Contractor shall cooperate with City in all matters relating to  
24 taxation and the collection of taxes, particularly with respect to the self-accrual of  
25 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
26 materials, equipment, supplies, or other tangible personal property totaling over  
27 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
28 submit to the appropriate governmental entity the form in Appendix "A" attached

1 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or  
2 more, Contractor shall obtain a sub-permit from the California Board of Equalization  
3 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000  
4 in tangible personal property that was subject to sales or use tax in the previous  
5 calendar year.

6 C. Contractor shall create and operate a buying company, as  
7 defined in State of California Board of Equalization Regulation 1699, subpart (i), in  
8 City if Contractor will purchase over \$5,000,000 in tangible personal property subject  
9 to California sales and use tax.

10 D. In completing the form and obtaining the permit(s), Contractor  
11 shall use the address of the Work site as its business address and may use any  
12 address for its mailing address. Copies of the form and permit(s) shall also be  
13 delivered to the City Engineer. The form must be submitted and the permit(s)  
14 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
15 order any materials or equipment over \$100,000 from vendors outside California  
16 until the form is submitted and the permit(s) obtained and, if Contractor does so, it  
17 shall be a material breach of this Contract. In addition, Contractor shall make all  
18 purchases from the Long Beach sales office of its vendors if those vendors have a  
19 Long Beach office and all purchases made by Contractor under this Contract which  
20 are subject to use tax of \$500,000 or more shall be allocated to the City of Long  
21 Beach. Contractor shall require the same cooperation with City, with regards to  
22 subsections B, C and D under this section (including forms and permits), from its  
23 subcontractors and any other subcontractors who work directly or indirectly under  
24 the overall authority of this Contract.

25 E. Contractor shall not be entitled to and by signing this Contract  
26 waives any claim or damages for delay against City if Contractor does not timely  
27 submit these forms to the appropriate governmental entity. Contractor may request  
28 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing



1 and will be subject to City review and approval. Contractor may contact the Financial  
2 Management Department, Budget Management Bureau at (562) 570-6425 for  
3 assistance with the form.

4 20. ADVERTISING. Contractor shall not use the name of City, its officials  
5 or employees in any advertising or solicitation for business, nor as a reference, without the  
6 prior approval of the City Manager, City Engineer or designee.

7 21. AUDIT. City shall have the right at all reasonable times during  
8 performance of the work under this Contract for a period of five (5) years after final  
9 completion of the work to examine, audit, inspect, review, extract information from and  
10 copy all books, records, accounts and other documents of Contractor relating to this  
11 Contract.

12 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the  
13 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that  
14 no special precautions are required to perform said work.

15 23. THIRD PARTY BENEFICIARY. This Contract is intended by the  
16 parties to benefit themselves only and is not in any way intended or designed to or entered  
17 for the purpose of creating any benefit or right of any kind for any person or entity that is  
18 not a party to this Contract.

19 24. SUBCONTRACTORS. Contractor agrees to and shall bind every  
20 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
21 create any obligation on the part of City to pay any subcontractor except in accordance  
22 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
23 with this Section shall be deemed a material breach of this Contract. A list of  
24 subcontractor(s) submitted by Contractor in compliance with Public Contract Code  
25 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this  
26 reference.

27 25. NO DUTY TO INSPECT. No language in this Contract shall create  
28 and City shall not have any duty to inspect, correct, warn of or investigate any condition

1 arising from Contractor's work hereunder, or to insure compliance with laws, rules or  
2 regulations relating to said work. If City does inspect or investigate, the results thereof  
3 shall not be deemed compliance with or a waiver of any requirements of the Contract  
4 Documents.

5           26. GOVERNING LAW. This Contract shall be governed by and  
6 construed pursuant to the laws of the State of California (except those provisions of  
7 California law pertaining to conflicts of laws).

8           27. INTEGRATION. This Contract, including the Contract Documents  
9 identified in Section 3 hereof, constitutes the entire understanding between the parties and  
10 supersedes all other agreements, oral or written, with respect to the subject matter herein.

11           28. NONDISCRIMINATION. In connection with performance of this  
12 Contract and subject to federal laws, rules and regulations, Contractor shall not  
13 discriminate in employment or in the performance of this Contract on the basis of race,  
14 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV  
15 status, handicap or disability. It is the policy of the City to encourage the participation of  
16 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City  
17 encourages Contractor to use its best efforts to carry out this policy in the award of all  
18 subcontracts.

19           29. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
20 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
21 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach  
22 Municipal Code, as amended from time to time.

23           A. During the performance of this Contract, the Contractor certifies  
24 and represents that the Contractor will comply with the EBO. The Contractor agrees  
25 to post the following statement in conspicuous places at its place of business  
26 available to employees and applicants for employment:

27           "During the performance of a Contract with the City of Long Beach, the  
28 Contractor will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of  
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
3 Long Beach Business Services Division at 562-570-6200."

4 B. The failure of the Contractor to comply with the EBO will be  
5 deemed to be a material breach of the Contract by the City.

6 C. If the Contractor fails to comply with the EBO, the City may  
7 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to  
8 become due under the Contract may be retained by the City. The City may also  
9 pursue any and all other remedies at law or in equity for any breach.

10 D. Failure to comply with the EBO may be used as evidence  
11 against the Contractor in actions taken pursuant to the provisions of Long Beach  
12 Municipal Code 2.93 et seq., Contractor Responsibility.

13 E. If the City determines that the Contractor has set up or used its  
14 contracting entity for the purpose of evading the intent of the EBO, the City may  
15 terminate the Contract on behalf of the City. Violation of this provision may be used  
16 as evidence against the Contractor in actions taken pursuant to the provisions of  
17 Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

18 30. PROJECT LABOR AGREEMENT. This Project is covered by a  
19 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the  
20 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory  
21 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours  
22 worked. The local hire provision requires best efforts to utilize qualified workers residing  
23 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip  
24 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.  
25 However, if Project work is funded in full or in part by State of California Tideland funds,  
26 then the local hire provision requires best efforts to utilize qualified workers residing within  
27 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the  
28 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to

1 comply with the PLA.

2           31. DEFAULT. Default shall include but not be limited to Contractor's  
3 failure to perform in accordance with the Plans and Specifications, failure to comply with  
4 any Contract Document, failure to pay any penalties, fines or charges assessed against  
5 Contractor by any public agency, failure to pay any charges or fees for services performed  
6 by the City, and if Contractor has substituted any security in lieu of retention, then default  
7 shall also include City's receipt of a stop notice. If default occurs and Contractor has  
8 substituted any security in lieu of retention, then in addition to City's other legal remedies,  
9 City shall have the right to draw on the security in accordance with Public Contract Code  
10 Section 22300 and without further notice to Contractor. If default occurs and Contractor  
11 has not substituted any security in lieu of retention, then City shall have all legal remedies  
12 available to it.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

AMERICAN LANDSCAPE, INC., a California corporation

\_\_\_\_\_, 2018 By *Pam Edna*  
Name PAM EDMINGTON  
Title VICE PRESIDENT

\_\_\_\_\_, 2018 By *Janie Tsui*  
Name Janie Tsui  
Title Secretary

**Tom Modica**  
**Assistant City Manager** "Contractor"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

CITY OF LONG BEACH, a municipal corporation

*10/13/*, 2018 By *RBW*  
City Manager

"City"

This Contract is approved as to form on *11/28*, 2018.

CHARLES PARKIN, City Attorney

By *Charles Parkin*  
Deputy

**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 Los Angeles )

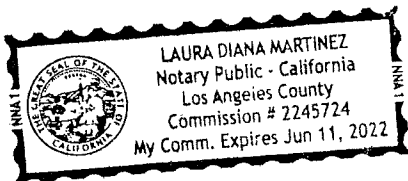
On November 26, 2018 before me, Laura Diana Martinez, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Pamela Edmiston and Jamie Tsui  
*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 *Jamie*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

# EXHIBIT A

Awarded: Whole Bid

**Bid Results**

**Bidder Details**

**Vendor Name** American Landscape Public Works  
**Address** 7013 owensmouth ave  
 canoga park, CA 93013  
 United States  
**Respondee** Joe Pulliam  
**Respondee Title** Business Development  
**Phone** 818-963-1776 Ext.  
**Email** jpulliam@americanlandscape.com  
**Vendor Type** NONE  
**License #**  
 CA DIR

**Bid Detail**

**Bid Format** Electronic  
**Submitted** August 30, 2018 9:43:14 AM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 152952  
**Ranking** 0

**Respondee Comment**

Bid docs submitted via email

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Bid Docs Section C	Heartwell Park Central Irrigation Renovation Bid Form.pdf	Specification Division C documents

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Base Bid					
1	Mobilization/Demobilization	LS	1	\$98,000.00	\$98,000.00	
2	Irrigation Pump	LS	1	\$70,715.00	\$70,715.00	
3	Point of Connection Valves, Class 315 8" mainline, mechanical fittings, flow sensors	LS	1	\$18,318.00	\$18,318.00	
4	Irrigation Controllers	EA	4	\$13,000.00	\$52,000.00	
5	Remote Control Valve, Decoder and Wire	EA	26	\$1,545.00	\$40,170.00	



**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Lateral Line, Rotors and Drip Line for 26 Remote Control Valves	LS	1	\$44,167.00	\$44,167.00	
7	Repair/Planting of Irrigation Trenches	LS	1	\$4,423.00	\$4,423.00	
8	6" Class 315 Mainline, Valve Manifolds and Mechanical Fittings	LF	5010	\$20.65	\$103,456.50	
9	4" Class 315 Mainline, Valve Manifolds and Glued Fittings	LF	130	\$11.00	\$1,430.00	
10	All Other Work Necessary to Construct Base Bid that are not Contained Within a Specific Bid Item	LS	1	\$47,814.00	\$47,814.00	
				<b>Subtotal</b>	<b>\$480,493.50</b>	
	<b>Bid Additive 1</b>					
11	6" Class 315 Mainline, Valve Manifolds, Conduit, Wire and Mechanical Fittings	LF	2410	\$19.80	\$47,718.00	
12	4" Class 315 Mainline, Valve Manifolds and Glued Fittings	LF	110	\$15.80	\$1,738.00	
13	Repair/Planting of Irrigation Trenches	LS	1	\$1,752.00	\$1,752.00	
14	All Other Work Necessary to Construct Bid Additive #1 that are not Contained Within a Specific Bid Item	LS	1	\$16,900.00	\$16,900.00	
				<b>Subtotal</b>	<b>\$68,108.00</b>	
	<b>Bid Additive 2</b>					
15	Remote Control Valve, Decoder and Wire	EA	21	\$800.00	\$16,800.00	
16	Lateral Line, Rotors and Drip Line for 21 Remote Control Valves	LS	1	\$29,000.00	\$29,000.00	
17	Repair/Planting of Irrigation Trenches	LS	1	\$665.00	\$665.00	
18	All Other Work Necessary to Construct Bid Additive #2 that are not Contained Within a Specific Bid Item	LS	1	\$9,760.00	\$9,760.00	
				<b>Subtotal</b>	<b>\$56,225.00</b>	
	<b>Bid Additive 3</b>					
19	Remote Control Valve, Decoder and Wire	EA	47	\$827.00	\$38,869.00	

Heartwell Park Central Irrigation Renovation (R-7096), bidding on August 30, 2018 10:00 AM (Pacific)

Printed 08/30/2018

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
20	2" PVC Mainline and Glued Fittings	LF	1030	\$8.20	\$8,446.00	
21	Quick Coupler Valve	EA	10	\$268.00	\$2,680.00	
22	Repair/Planting of Irrigation Trenches	LS	1	\$1,530.00	\$1,530.00	
23	All Other Work Necessary to Construct Bid Additive #3 that are not Contained Within a Specific Bid Item	LS	1	\$47,271.00	\$47,271.00	
				<b>Subtotal</b>	<b>\$98,796.00</b>	
	<b>Bid Additive 4</b>					
24	All Other Work Necessary to Construct All Other Work not Contained Within Base Bid and Additive Bid Items 1-3	LS	1	\$550,573.50	\$550,573.50	
				<b>Subtotal</b>	<b>\$550,573.50</b>	
	<b>Bid Additive 5</b>					
25	Credit Deleted (9) Remote Control Valves, Lateral Line, Fittings and Spray Heads	LS	1	(\$19,000.00)	(\$19,000.00)	Credit for Additive 5 JP
26	Removal of 11,940 SF of Turf Grass, Addition of 11,940 SF of 3" Deep Mulch, Drip Systems to Existing Trees	LS	1	\$14,088.00	\$14,088.00	
27	All Other Work Necessary to Construct Bid Additive #5 that are not Contained Within a Specific Bid Item	LS	1	\$49,705.00	\$49,705.00	
				<b>Subtotal</b>	<b>\$44,793.00</b>	
				<b>Total</b>	<b>\$1,298,989.00</b>	

# EXHIBIT B

Workers Compensation Certificate

**WORKERS' COMPENSATION CERTIFICATION**

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

American Landscape Inc.

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor

*Pam Edmister*

Title: Vice President

Date: 8/24/18

# EXHIBIT C

Information to Comply with Labor Code Section 2810

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
  - A. Policy Number: CA1001520181
  - B. Name of Insurer (**NOT** Broker): Everest National Insurance Company
  - C. Address of Insurer: 725 Town and Country Rd #400, Orange, CA 92868
  - D. Telephone Number of Insurer: (714) 371-9600
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): Vehicles TBD
  - B. Automobile Liability Insurance Policy Number: C5091567069
  - C. Name of Insurer (**NOT** Broker): Continental Casualty Company
  - D. Address of Insurer: 4275 Executive Square Suite 600, La Jolla, CA 92037
  - E. Telephone Number of Insurer: 858-587-3110
  
- 3) Address of Property used to house workers on this Contract, if any: N/A
  
- 4) Estimated total number of workers to be employed on this Contract: >25
- 5) Estimated total wages to be paid those workers: State Prevailing Wage Total
- 6) Dates (or schedule) when those wages will be paid: Weekly on friday
  
- 7) Estimated total number of independent contractors to be used on this Contract: N/A

(Describe schedule: For example, weekly or every other week or monthly)
  
- 8) Taxpayer's Identification Number: [REDACTED]