



**Caltrans**<sup>®</sup>

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

# BID

FOR CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA AND CONTRA COSTA  
COUNTIES, IN OAKLAND AND ORINDA FROM EAST TEMESCAL SEPARATION TO 0.2  
MILE EAST OF GATEWAY BOULEVARD OVERCROSSING

In District 04 On Route 24

Under

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*Notice to Bidders and Special Provisions* dated May 5, 2014

*Standard Specifications* dated 2010

Project plans approved January 21, 2014

*Standard Plans* dated 2010

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Identified by

Contract No. 04-294944

04-Ala,CC-24-5.3/6.2

0.0/1.3

Project ID 0412000634



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**BID TO THE DEPARTMENT OF TRANSPORTATION**  
DES-OE-0102.1 (REV. 3/2011)

**CONTRACT NO.** 04 - 294944

**NAME OF BIDDER** Marina Landscape, Inc.

**BUSINESS P.O. BOX** N/A

**CITY, STATE, ZIP** N/A

**BUSINESS STREET ADDRESS** 1900 South Lewis Street

*(Include even if P.O. Box used)*

**CITY, STATE, ZIP** Anaheim, CA 92805

**TELEPHONE NO:** **AREA CODE ( 714 )** 939-6600

**FAX NO:** **AREA CODE ( 714 )** 935-1199

**CONTRACTOR LICENSE NO.** 492862

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:

2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:

2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.

2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.

2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**BID TO THE DEPARTMENT OF TRANSPORTATION**  
DES-OE-0102.1 (REV. 3/2011)

- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.  
For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.  
For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.
- 2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:

1, 2 & 3

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$ \_\_\_\_\_, Cashiers Check, Certified Check, Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 5.1. Criminal prosecution
- 5.2. Rejection of the bid
- 5.3. Rescission of the award
- 5.4. Termination of the Contract

BY (Authorized Signature)



DATE SIGNED (Do not type)

06/05/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert B. Cowan: President/Secretary/CEO

**BID ITEM LIST**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	6,000.00
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	11,000
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	30,000
4	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	20,000
5	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	10,000
6	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	1,000
7	130310	RAIN EVENT ACTION PLAN	EA	38	500.00	19,000.00
8	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	25	320	8,000
9	130330	STORM WATER ANNUAL REPORT	EA	2	2,000.00	4,000.00
10	130505	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	4	650	2,600
11	130540	TEMPORARY TACKED STRAW	SQYD	244,000	.45	109,800
12	130570	TEMPORARY COVER	SQYD	1,500	3.15	4,725
13	130610	TEMPORARY CHECK DAM	LF	720	3.35	2,412
14	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	120	145	17,400
15	130640	TEMPORARY FIBER ROLL	LF	16,000	2.35	37,600
16	130680	TEMPORARY SILT FENCE	LF	3,680	1.45	5,336
17	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	2,600	5,200
18	130730	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	8,000
19	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	2,500
20	200002	ROADSIDE CLEARING	LS	LUMP SUM	LUMP SUM	125,000

**BID ITEM LIST**  
**04-294944**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	200052	PRUNE EXISTING PLANTS	LS	LUMP SUM	LUMP SUM	77,000
22	200114	ROCK BLANKET	SQYD	2,670	100	267,000
23	200122	WEED GERMINATION	SQYD	20,200	.20	4,040
24	200123	CULTIVATION	SQYD	20,200	1.00	20,200
25	202006	SOIL AMENDMENT	CY	650	30.00	19,500
26	202039	SLOW-RELEASE FERTILIZER	LB	680	1.50	1,020
27	204009	PLANT (GROUP I)	EA	4,320	2.50	10,800
28	204035	PLANT (GROUP A)	EA	2,300	7.00	16,100
29	204036	PLANT (GROUP B)	EA	740	25.00	18,500
30	204038	PLANT (GROUP U)	EA	210	110	23,100
31	204096	MAINTAIN EXISTING PLANTED AREAS	LS	LUMP SUM	LUMP SUM	5,000
32	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM	LUMP SUM	140,000
33	205035	WOOD MULCH	CY	6,660	37.00	246,420
34	027455	WOOD MULCH (PLANT ESTABLISHMENT WORK)	CY	3,820	38.50	147,070
35	205051	FOLIAGE PROTECTOR	EA	3,290	40.00	131,600
36	206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES	LS	LUMP SUM	LUMP SUM	2,500
37	206559	CONTROL AND NEUTRAL CONDUCTORS (ARMOR-CLAD)	LS	LUMP SUM	LUMP SUM	60,000
38	206561	3/4" REMOTE CONTROL VALVE	EA	11	225	2,475
39	206564	1 1/2" REMOTE CONTROL VALVE	EA	3	250	750
40	206565	2" REMOTE CONTROL VALVE	EA	2	300	600

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REPLACED PER ADDENDUM NO. 2 DATED JUNE 24, 2014

*"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"*

**BID ITEM LIST**  
**04-294944**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	206630	3/4" WYE STRAINER ASSEMBLY	EA	4	150	600
42	206761	24-32 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	1	7,000	7,000
43	206908	12 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	1	5,200	5,200
44 (F)	208008	3" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	540	23.00	12,420
45 (F)	208044	3" GALVANIZED STEEL PIPE (SUPPLY LINE ON BRIDGE)	LF	310	56.00	17,360
46 (F)	208222	5/8" DRIP IRRIGATION TUBING	LF	482	3.00	1,446
47	208301	IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	2	2,100	4,200
48	208441	BACKFLOW PREVENTER BLANKET	EA	1	500	500
49	208442	FLOW SENSOR	EA	2	500	1,000
50	208448	RISER SPRINKLER ASSEMBLY	EA	3,290	20.00	65,800
51	208449	POP-UP SPRINKLER ASSEMBLY	EA	39	26.00	1,014
52	208450	DRIP VALVE ASSEMBLY	EA	14	200	2,800
53	208562	CAM COUPLER ASSEMBLY	EA	9	540	4,860
54	208588	3" GATE VALVE	EA	13	550	7,150
55 (F)	208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	58,098	2.25	130,720.50
56 (F)	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	401	2.30	922.30
57 (F)	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	405	3.00	1,215
58 (F)	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,232	2.80	3,449.60
59 (F)	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	815	2.80	2,282
60 (F)	208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	9,050	5.25	47,512.50

**BID ITEM LIST**  
**04-294944**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
61	208640	PRESSURE REGULATING VALVE	EA	6	250	1,500
62	027456	COMBINATION AIR/VACUUM RELEASE VALVE	EA	11	50.00	550
63	027457	FLUSH VALVE	EA	7	50.00	350
64	208649	QUICK COUPLING VALVE	EA	8	175	1,400
65	208683	BALL VALVE	EA	25	250	6,250
66	208738	8" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF	52	175	9,100
67	210110	IMPORTED TOPSOIL (CY)	CY	3,850	42.00	161,780
68	210350	FIBER ROLLS	LF	28,600	2.50	71,500
69	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	1,000
70	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM	LUMP SUM	35,000
71	BLANK					
72	160102	CLEARING AND GRUBBING (LS)	LS	LUMP SUM	20,000	20,000
73	190101	ROADWAY EXCAVATION	CY	3	300	900
74	202038	PACKET FERTILIZER	EA	10	1.00	10.00
75	204008	PLANT (GROUP H)	EA	10	70.00	700
76	731510	MINOR CONCRETE (CURB, GUTTER, SIDEWALK AND DRIVEWAY)	CY	3	2,000	6,000
77	860774	SPRINKLER CONTROL CONDUIT (BRIDGE) (LF)	LF	310	17.00	5,270
78	999990	MOBILIZATION	LS	LUMP SUM	102,000	102,000

**TOTAL BID:**

**\$ 2,358,529.90**

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REPLACED PER ADDENDUM NO. 2 DATED JUNE 24, 2014

*"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"*

TLM

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**SUBCONTRACTOR LIST**  
 DES-OE-0102.2B (REV 5/2014)

Bidding Firm: MARINA LANDSCAPE, INC.

Under Public Contract Code § 4100 et seq., the Bidder must set forth in the bid the name, the location of the place of business, the California contractor license number, and the portion of work of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

The Bidder must submit within 24 hours of the bid opening, the bid item numbers with percentages of the portion of work subcontracted.

Business Name and Location	California Contractor License Number <sup>(a)</sup>	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted
Mike Brown Electric Co. Totah, CA	306767	Electrical Service (Irrigation)	(69)	50%
			(70)	89%
Hughes Trees Service Inc. North Fork, CA	857779	Roadside clearing (Partial)	(20)	53%
			(21)	87%
		Prune Existing Plants (Partial)		

<sup>a</sup> Not required on contracts with Federal-Aid.

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**REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE**

DES-OE-0102.7 (REV 02/2010)

**CONTRACT NO. 04 - 294944**

Complete one of the following:

• **Small Business Preference**

The undersigned requests small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs § 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

• **Non-Small Business Preference**

The undersigned requests non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs § 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Date: 06/05/14

Signature:  \_\_\_\_\_

**CALIFORNIA COMPANY PREFERENCE**

DES-OE-0102.9 (REV 11/2008)

**This form must be completed and signed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.**

**The undersigned certifies that it is a "California company" as defined in Pub Cont Code § 6107 and meets one of the following (check appropriate box and enter requested information):**

I am a California company which has its principal place of business in California.

or

I am a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State: \_\_\_\_\_

or

I am a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State: \_\_\_\_\_

California Sales or Use Tax No.: \_\_\_\_\_

or

**The undersigned certifies that it is not a "California company." (Check box and enter requested information.)**

I am not a California company. My principal place of business is in Not Applicable  
(Enter state or country)

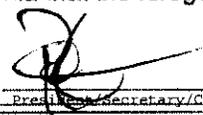
Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)

Not Applicable

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

Date: 06/05/14

Signature of Bidder: \_\_\_\_\_



Robert B. Cowan

President/Secretary/CEO

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-8410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-69, Sacramento, CA 95814.

We Marina Landscape, Inc.

as Principal, and

Berkley Insurance Company

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

WHEREAS, the Principal is submitting a bid to the Obligee, for CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA AND CONTRA COSTA COUNTIES, IN OAKLAND AND ORINDA FROM EAST TEMESCAL SEPERATION TO 0.2 MILE EAST OF GATEWAY BOULEVARD OVERCROSSING for which bids are to be opened at 1727 30th Street, Bidders' Exchange, MS 26, Sacramento, CA 95816 on June 10, 2014

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: June 3, 2014

Correspondence or claims relating to this bond should be sent to the surety at the following address: Berkley Insurance Company  
505 N. Brand Blvd., Suite 1040  
Glendale, CA 91203

Marina Landscape, Inc.

Robert B. Cowan  
President/Secretary/CEO Principal  
Berkley Insurance Company

By Linda D. Coats  
Attorney-in-Fact  
Linda D. Coats

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On this 5<sup>th</sup> day of June 2014 before me, Kristen Ness, Notary Public

personally appeared Robert B. Cowan

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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

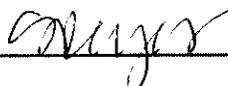
County of Orange

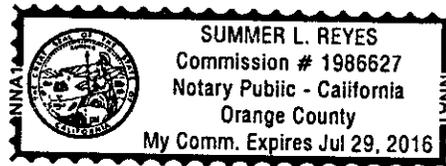
On JUNE 3, 2014 before me, Summer L. Reyes, Notary Public  
(insert name and title of the officer)

personally appeared Linda D. Coats  
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 



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Linda D. Coats, Matthew J. Coats, Douglas A. Rapp or Timothy D. Rapp of Coats Surety Insurance Services, Inc. of Laguna Hills, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 U.S. Dollars (U.S.\$25,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest:

(Seal)

By

*[Signature]*  
Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company

By

*[Signature]*  
Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

*[Signature]*  
Notary Public, State of Connecticut

KATHLEEN COREY  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES OCTOBER 31, 2017

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 3rd day of June, 2014.

(Seal)

*[Signature]*  
Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

DES-OE-0102.12A (REV. 8/2012)

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To opt out of payment adjustments for price index fluctuations as specified, complete this form.

Bidder's Name: Marina Landscape, Inc.

Contract No. 04 . 294944

**I opt out of the payment adjustments for price index fluctuations.**

Date: 06/05/14

Signature:  Robert B. Cowan  
(President/Secretary/CEO)

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## CERTIFICATIONS

### UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

### NONCOLLUSION

#### NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of Orange

Robert B. Cowan

, being first duly sworn, deposes and says that he or she is

President/Secretary/CEO of Marina Landscape, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

### CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

### NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code § 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

### VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code § 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the following space.

### ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder  has  has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

### PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the *Standard Specifications*.

### BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?  
 Yes  No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?  
 Yes  No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?  
 Yes  No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
  - 4.1. Date of each nonresponsibility determination
  - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
  - 4.3. Contract number for each nonresponsibility determination

### END CERTIFICATIONS

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

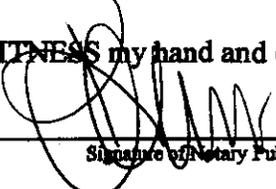
On June 5, 2014 before me, Kristen Ness, Notary Public  
(Here insert name and title of the officer)

personally appeared Robert B. Cowan

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

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

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◆ Indicate title or type of attached document, number of pages and date.
  - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>	
_____ (Title or description of attached document)	
_____ (Title or description of attached document continued)	
Number of Pages _____	Document Date _____
_____ (Additional information)	

<b>CAPACITY CLAIMED BY THE SIGNER</b>	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	
	_____ (Title)
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	