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STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

BID

FOR CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA COUNTY IN HAYWARD ON ROUTE 92 FROM 0.2 MILE WEST OF ROUTE 92/880 SEPARATION TO SANTA CLARA STREET AND ON ROUTE 880 FROM 0.1 MILE SOUTH OF TENNYSON ROAD OVERCROSSING TO 0.2 MILE NORTH OF ROUTE 92/880 SEPARATION

In District 04 On Route 92,880

Under

Notice to Bidders and Special Provisions **dated March 4, 2013**	***Standard Specifications*** **dated 2010**
Project plans approved January 28, 2013	***Standard Plans*** **dated 2010**

Identified by

Contract No. 04-2G3614

04-Ala-92,880-6.3/6.8, 15.5/16.8

Project ID 0412000576

DH

Electronic Advertising Contract

Bids open Tuesday, April 9, 2013

Dated March 4, 2013

S/C FS S/C

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BID TO THE DEPARTMENT OF TRANSPORTATION

DES-OE-0102.1 (REV. 3/2011)

CONTRACT NO. 04 - 2G3614

NAME OF BIDDER Empire Landscaping Inc.

BUSINESS P.O. BOX P.O. Box = 35

CITY, STATE, ZIP Davis CA 95617

BUSINESS STREET ADDRESS 118 Hickory Ln (Include even if P.O. Box used)

CITY, STATE, ZIP Davis CA 95616

TELEPHONE NO: AREA CODE (530) 400-3943

FAX NO: AREA CODE (530) 757-1355

CONTRACTOR LICENSE NO. 811554

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.

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:

Addendum No=I on 3-15-13

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)*
	4-9-13
PRINTED NAME AND TITLE OF PERSON SIGNING Ahmet Gulcu President	

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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	1,000
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	15,000
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	10,000
4	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	1,500
5	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	1,000
6	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	1,500
7	130310	RAIN EVENT ACTION PLAN	EA	32	500.00	16,000.00
8	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	20	500	10,000
9	130330	STORM WATER ANNUAL REPORT	EA	2	2,000.00	4,000.00
10	130540	TEMPORARY TACKED STRAW	SQYD	14,200	.74	9,940
11	130610	TEMPORARY CHECK DAM 6.00	LF	200	6¢	1,200
12	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	60	120	7,200
13	130640	TEMPORARY FIBER ROLL	LF	10,700	3	32,100
14	130680	TEMPORARY SILT FENCE	LF	2,100	3	6,300
15	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	1500	3,000
16	130730	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	500
17	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	1,500
18	150860	REMOVE BASE AND SURFACING	SQYD	180	20	3,600
19	152381	RELOCATE GATE	EA	1	1500	1,500
20	153247	REMOVE CONCRETE (MISCELLANEOUS) (CY)	CY	0.2	250	50

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	153300	CORE CONCRETE	LF	4.5	30	135
22	190101	ROADWAY EXCAVATION	CY	500	40	20,000
23	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	0.8	50	40
24	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	0.8	50	40
25	200002	ROADSIDE CLEARING	LS	LUMP SUM	LUMP SUM	1,000
26	200114	ROCK BLANKET	SQYD	1,490	20	29,800
27	200120	CULTIVATE	SQYD	14,200	1	14,200
28	202006	SOIL AMENDMENT	CY	790	50	39,500
29	202011	MULCH	CY	3,500	40	140,000
30	202036	SLOW RELEASE OR CONTROLLED RELEASE FERTILIZER	LB	13,700	.10¢	1,370
31	204008	PLANT (GROUP H)	EA	146,000	1	146,000
32	204011	PLANT (GROUP K)	EA	37	200	7,400
33	204035	PLANT (GROUP A)	EA	4,170	10	41,700
34	204036	PLANT (GROUP B)	EA	57	200	11,400
35	204038	PLANT (GROUP U)	EA	330	50	16,500
36	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM	LUMP SUM	60,000
37	206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES	LS	LUMP SUM	LUMP SUM	2,000
38	206555	MODIFY IRRIGATION SYSTEM	LS	LUMP SUM	LUMP SUM	3,000
39	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM	LUMP SUM	40,000
40	206601	3/4" ELECTRIC REMOTE CONTROL VALVE	EA	5	300	1,500

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	206602	1" ELECTRIC REMOTE CONTROL VALVE	EA	9	300	2,700
42	206603	1 1/4" ELECTRIC REMOTE CONTROL VALVE	EA	2	500	1,000
43	206604	1 1/2" ELECTRIC REMOTE CONTROL VALVE	EA	1	500	500
44	206605	2" ELECTRIC REMOTE CONTROL VALVE	EA	2	750	1,500
45	206620	3/4" VALVE ASSEMBLY UNIT	EA	41	200	8,200
46	025280	28 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1	2000	2,000
47	025281	36 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1	2000	2,000
48	206929	IRRIGATION CONTROLLER (BATTERY)	EA	1	500	500
49 (F)	208003	1" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	740	10	7,400
50 (F)	208006	2" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	125	20	2,500
51	208301	IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	2	2500	5,000
52	208304	WATER METER	EA	1	3000	3,000
53	025282	4" IRRIGATION SLEEVE	LF	56	10	560
54	025283	6" IRRIGATION SLEEVE	LF	24	10	240
55	208421	BACKFLOW PREVENTER ASSEMBLY ENCLOSURE	EA	3	2000	6,000
56	208423	1" BACKFLOW PREVENTER ASSEMBLY	EA	1	1500	1,500
57	208426	2" BACKFLOW PREVENTER ASSEMBLY	EA	2	2000	4,000
58	208465	SPRINKLER (TYPE A-5)	EA	110	30	3,300
59	208471	SPRINKLER (TYPE B-1)	EA	280	30	8,400
60	208526	SPRINKLER (TYPE D-1)	EA	89	10	890

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
61	208527	SPRINKLER (TYPE D-2) 37,680.00	EA	4,710	8	36,680
62	208588	3" GATE VALVE	EA	12	1000	12,000
63 (F)	208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	56,620	.5¢	28,310
64 (F)	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,755	1	1,755
65 (F)	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	775	5	3,875
66 (F)	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,255	5	6,275
67 (F)	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	870	10	8,700
68 (F)	208600	3" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	6,335	10	63,350
69	208645	3/4" QUICK COUPLING VALVE	EA	17	200	3,400
70	208683	BALL VALVE	EA	17	500	8,500
71	025284	1" FLOW SENSOR	EA	2	300	600
72 (F)	208808	8" WELDED STEEL PIPE CONDUIT (.250" THICK)	LF	64	100	6,400
73	210110	IMPORTED TOPSOIL (CY)	CY	10	50	500
74	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	19,800	1	19,800
75	210300	HYDROMULCH	SQFT	72,700	.05¢	3,635
76	210350	FIBER ROLLS	LF	10,600	3	31,800
77	210420	STRAW	SQFT	72,700	.05¢	3,635
78	210430	HYDROSEED	SQFT	72,700	.10¢	7,270
79	260203	CLASS 2 AGGREGATE BASE (CY)	CY	31	300	9,300
80	390132	HOT MIX ASPHALT (TYPE A)	TON	40	150	6,000

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
81	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	180	45	8,100
82	397005	TACK COAT	TON	0.1	6000	600
83	511110	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)	LF	5	200	1,000
84	730045	MINOR CONCRETE (GUTTER) (CY)	CY	0.2	100	20
85 (F)	750500	MISCELLANEOUS METAL	LB	350	120	42,000
86	025285	CHAIN LINK FENCE (TYPE CL-6, VINYL CLAD, SLATTED)	LF	880	28	24,640
87	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	1,000
88	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM	LUMP SUM	12,000
89	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	20,000

TOTAL BID: $ 1,134.510

1,135,810.00

DH

on more

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Bidder Name: Empire Landscaping Inc

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or $10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	**Column 2:** Bid Item Nos.	**Column 3:** Percentage of Bid Item Subcontracted	**Column 4:** Description of Subcontracted Work
Global Environmental Network. Fountain Valley CA	1, 2, 3, 4 6, 7, 8, 9	2, 2 DVBE	SWPPP, Lead Plan, REAP reporting, Signs,
WSC Supply Auburn CA	13, 76 11, 12	3 DVBE	wattle, Nest Filter gravel bag
Bullseye Boring Calimesa CA	72	.6	Bore and install 8" W.S.P.
Selby's Soil	10, 14, 74 75, 77, 78	3	Erosion Control, Hydroseed
No Fault Asphalt Palo Alto CA	80, 81, 82	1,5	Asphalt
Bailey Fence Hayward CA	19, 86	3	Fence

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.7 (REV 02/2010)

CONTRACT NO. 04 - 2G3614

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: 1676340

Date: 4-9-2013 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: _____ Signature: _____

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Department of
General Services
BUILDING GREEN · BUYING GREEN · WORKING GREEN

Empire Landscaping Inc - #1676340

SUPPLIER PROFILE			
Legal Business Name	Empire Landscaping Inc		
Doing Business As	Empire Landscaping Inc		
Address	118 Hickory Lane DAVIS, CA 95616	Phone FAX	(530) 400-3943 (530) 757-1355
Email	gulcu@sbcglobal.net		
Business Types	Construction Service		
Service Areas	Alameda, Contra Costa, El Dorado, Glenn, Humboldt, Lake, Napa, Placer, Sacramento, San Francisco, San Joaquin, Solano, Sonoma, Stanislaus, Yolo,		
Keywords	Landscape installation, mitigation, restoration,revegetation, exotic plant removal,weed control,IPM, horticultural services,vernal pools, wetland, erosion control,classification, mapping,assessment, monitoring and reporting.CA Agriculture Pest Control Adv		
Construction License Types	A - General Engineering C-27 - Landscaping D-49 - Tree Service		
Classifications	391116 - Industrial Exterior and Landscape lighting and fixtures and accessories 771115 - Environmental safety services		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Aug 5, 2011	Aug 31, 2013

Certification History

TYPE	STATUS	FROM	TO

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

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 _____.

(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.)

_____

_____

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

Date: 4-9-13 Signature of Bidder: _____

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

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

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

Bidder's Name: Empire Landscaping Inc Contract No 04 - 263614

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

Date: 4-9-13 Signature: A C

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER'S BOND

DES-OE-0102.3 (REV 3/2008)

Contract No. 04-2G3614

Bond No. N/A

We Empire Landscaping, Inc.

as Principal, and

Travelers Casualty and Surety Company of America

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 Replacement Highway Planting
(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at Sacramento, CA
(Insert place where bids will be opened)

on April 9, 2013
(Insert date of bid opening)

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: March 12, 20 13.

Correspondence or claims relating to this bond should be sent to the surety at the following address:
Travelers Casualty and Surety Company of America
11070 White Rock Road, Suite 130
Rancho Cordova, CA 95670

Empire Landscaping, Inc.
Principal

Travelers Casualty and Surety Company of America
Surety

By
Attorney-in-Fact
David K. Johnson

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer

On this March 12, 2013 (Date) before me, Monica A. Hutchison, Notary Public (Here Insert Name and Title of the Officer),
personally appeared David K. Johnson (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.

(SEAL)

MONICA A. HUTCHISON
Commission # 1794539
Notary Public - California
Sacramento County
My Comm. Expires Apr 26, 2012

WITNESS my hand and official seal.

Signature
Signature of Notary Public

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TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224770

Certificate No. 004956500

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David K. Johnson, Monica A. Hutchison, Stephen D. Bender, and Edward D. Johnson

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of July, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 11th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the pnwer given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 20 13.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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 Yolo

Ahmet Gulcu, being first duly sworn, deposes and says that he or she is President of Empire Landscaping 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 nonresponsible 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 nonresponsible 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 nonresponsible 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