



AGENDA

Special Meeting of the
Scotts Valley City Council
In-Person and Remote Access
Date: December 22, 2023
Time: 9:00 AM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	Agenda posted on 12-21-2023 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at: www.scottsvally.gov

ELECTED OFFICIALS	CITY STAFF MEMBERS
Randy Johnson, Mayor Derek Timm, Vice Mayor Jack Dilles, Council Member Donna Lind, Council Member Allan Timms, Council Member	Mali LaGoe, City Manager Kirsten Powell, City Attorney Bret Swain, Public Works Director Cathie Simonovich, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS
Notice regarding City Council Meetings: The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 PM in the City Hall Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA 95066, and via Zoom Webinar remote access. Agenda and Agenda Packet Materials: The City Council agenda and the complete agenda packet are available for review by 5:00 PM the Friday before the Wednesday meeting on the Internet at the City's website: www.scottsvally.gov and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at www.scottsvally.gov. Public Participation: The meeting will be available on Zoom and livestreamed to the City of Scotts Valley's YouTube channel: https://www.youtube.com/channel/UCLNTBScelB4wTfidYHrocWA For those wishing to participate via Zoom you can join the following ways:

Zoom Webinar meeting link: <https://us02web.zoom.us/j/83295730901>
Or dial one of these numbers: (669) 900-9128 or (669) 444-9171
Webinar ID: 832 9573 0901

Whether attendance is in-person or remote, you will be given opportunities to provide public comment at the appropriate times throughout the meeting. The time limit is up to 3 minutes for an individual, or 5 minutes for someone who is representing a group of three or more, at the discretion of the Mayor. Please note that this is not a question-and-answer time, but simply a time to provide comments to the Council. At the appropriate times during the meeting for public comment, on items not on the agenda, and on specific agenda items, the Mayor will announce that public comment will be accepted.

How to comment via in-person attendance:

Please proceed to the public comment podium when the Mayor opens the item for public comment.

How to comment via Zoom Webinar:

Use the webinar attendee option to “raise hand” when the Mayor opens the item for public comment. The Clerk will unmute you when it is your turn. If you have joined via Zoom phone call, dial *9 or your phone to “raise your hand”, and the Clerk will unmute you when it is your turn.

CALL TO ORDER 9:00 AM

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

PUBLIC COMMENT TIME

This is the opportunity for individuals attending in person to make oral comments to the Council on any items within the purview of the Council, which are NOT part of the Agenda. No action on the item may be taken, but the Council may request the matter be placed on a future agenda. Written public comment may be emailed to the City Clerk by 5:00 PM on the day of the meeting at csimonovich@scottsvally.gov.

ALTERATIONS TO REGULAR AGENDA

Council can remove or add items to the Regular Agenda.

REGULAR AGENDA

Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.

1. Scotts Valley Little League Donation and Award Contract for Installation of Turf at Baseball Field

ADJOURNMENT

ADA NOTICE

The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5600 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

PROCEDURAL INFORMATION FOR THE PUBLIC

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN APPROVAL OF A RESOLUTION:

1. Move the Resolution number for approval.
2. Second the motion.
3. Vote by body, a roll call vote is not required.

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN INTRODUCTION/ADOPTION OF AN ORDINANCE:

1. Move the Ordinance number for introduction (or adoption).
2. Move the Ordinance be introduced by title only and waive the reading of the text.
3. Read the Ordinance title.
4. Second the motion.
5. Vote by body, a roll call vote is not required.

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN PUBLIC COMMENT/PUBLIC HEARINGS:

Unless otherwise determined by the presiding officer of the meeting:

1. Three minutes allowed per individual to speak.
2. Five minutes allowed per individual representing a group of three or more.



The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000; or, from or to Speech-to-Speech, English & Spanish 1-800-854-7787), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 12/22/2023
TO: Honorable Mayor and City Council
FROM: Bret Swain, Public Works Director
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Scotts Valley Little League Donation and Award Contract for Installation of Turf at Baseball Field**

SUMMARY OF ISSUE

The Scotts Valley Little League approached the City and Scotts Valley School District with interest in replacing the turf at the Majors baseball field located at Siltanen Park and the field located at Vine Hill Elementary School. As Siltanen Park is a municipal park, it was determined that contracting would need to conform to the sections of California Law applicable to projects on municipal properties, such as portions of the California Public Contracts Code and Labor Code. City and School District staff met with Little League representatives on the afternoon of December 4, 2023 to discuss the projects. Some background, general scope, and a preliminary estimate for the proposed project were provided by the Little League at this meeting. The School District determined that the project on their property would be a different project from the City's and would be let out by a contract through the School District.

The Little League has offered to donate up to \$90,000 toward the project. Given the current financial limitations, the Little League is only able to support the cost of replacing the existing natural grass infield with artificial turf. Based on this information, a notice inviting bids was prepared for the following scope of work:

“Furnish all labor, materials, equipment, and performing all work necessary and incidental to the removal existing turf in the in-field of the Siltanen Park baseball field, the replacement of in-field turf with artificial turf, installation of geotextiles and cork or sand underlayments (at City Discretion), removal and regrading of existing fixed pitching mound for a removable mound, removal and capping of existing underground irrigations systems within the in-field, and restoration of running surfaces between bases, and all appurtenant work thereto...”

The Project was publicly advertised on December 11, 2023 for bidding pursuant to Scotts Valley Municipal Code section 2.70.073 and Public Contract Code section 22037 on the City's website, and numerous builders' exchanges. The construction contract documents provided for bidding were available through the City of Scotts Valley Public Works Department. The engineer's estimate advertised was \$100,000. Pursuant to Scotts Valley Municipal Code section 2.70.071 and Public Contract Code section 22032, a notice inviting bids was

advertised for 10 days.

The construction bids will be opened on December 21, 2023 at 2:00 pm and read publicly for the Project. The City will evaluate the bids and recommend the City Council award the contract to the lowest responsible, responsive bidder if the bid is within the budget authorized for the Project plus a 10% contingency. The City is legally obligated to provide a bid protest period, typically five (5) working days following the bid opening. Therefore, staff is recommending that the award be subject to the expiration of the protest period and the lack of protests.

Additionally, Staff is recommending the award of the contract be subject to execution of a donation agreement with the Little League for the cost of the Project.

UPDATE after bids were opened: the City received two bids by the deadline and K&D Landscaping Inc. was determined to be the lowest responsive and responsible bidder. The bid came in at \$121,476.00, \$31,426.00 more than Little League's donation budget.

FISCAL IMPACT

The Project budget including all costs for construction of \$121,476, plus a 10% contingency of \$12,147 for conditions that may be encountered during construction for which were unknown or unplanned at the time of contract award, is \$133,623. Staff is recommending that the project budget first utilize the \$90,000 donation from Little League and second, utilize Parks Development Impact Fee revenue for the balance.

STAFF RECOMMENDATION

Staff recommends that Council consider and take the following actions:

1. Authorize the City Manager to award and execute an agreement with K&D Landscaping, Inc. in a form acceptable to the City Attorney after the expiration of the protest period and lack of protests and conditioned upon receipt of donated funds from Little League.
2. Accept the donation from Little League for the infield artificial turf project and authorize the City Manager to sign the Donation Agreement between the City and Little League.

TABLE OF CONTENTS

1. Signed SVLL Agreement
2. Siltanen Park Baseball Field Turf Project No. 23-106 Bid Form-final

**DONATION AGREEMENT BETWEEN
THE CITY OF SCOTTS VALLEY AND
THE LITTLE LEAGUE OF SCOTTS VALLEY**

This Donation Agreement is entered into by and between the City of Scotts Valley ("City") and the Little League of Scotts Valley ("Little League") on this 20st day of December, 2023.

RECITALS

WHEREAS, the Little League of Scotts Valley requested the Majors Field infield at Siltanen Park be improved by installing artificial turf as a first step to improve the overall field quality and safety; and

WHEREAS, the project is not included in the City's Capital Improvement Plan nor included in the current Fiscal Year budget; and

WHEREAS, the Little League season opening day is March 1, 2024; and

WHEREAS, the Little League of Scotts Valley, a California 501(c)(3) corporation, fundraised specifically for this field improvement and has offered to donate \$90,000 for the purpose of covering the costs for the artificial turf (the "Donation"); and

WHEREAS, the City desires to accept the Donation subject to the terms of this Agreement and issue a contract for the work.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, the City and the Little League agree as follows:

AGREEMENT

1. **Timing of Donation.** Within 15 days of execution of this Agreement, the Little League shall make the Donation to the City. The Donation shall be made out to the City of Scotts Valley and submitted to the Administrative Services Department.
2. **Use of the Donation.** The Donation shall only be used exclusively for the artificial turf project at the Majors infield at Siltanen Park. In the event the City does not proceed with the work, the Donation shall be returned to the Little League.
3. **Binding on Successors:** This Agreement is binding on the heirs, successors and assigns of the parties hereto.
4. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings. Whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiation of this Agreement have been participated in by each of the

parties and/or their counsel, and for all purposes this Agreement shall be deemed to have been drafted jointly by all parties.

5. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement.

6. **Severability:** If any term or portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by the CITY and by the Little League on this 20th day of December, 2023, at Scotts Valley, California.

LITTLE LEAGUE:

CITY:

Little League of Scotts Valley

City of Scotts Valley



By: Jason Robideaux

Its: Co-President SVLL

By: Mali LaGoe, CityManager

PROPOSAL

**To: CITY OF SCOTTS VALLEY,
COUNTY OF SANTA CRUZ,
STATE OF CALIFORNIA
(herein called Owner)**

for the construction of

Public Works Project No. 23-016
Siltanen Park Baseball Field Turf

NAME OF BIDDER

K&D Landscaping Inc.

BUSINESS P.O. BOX

P.O. Box 2187

CITY, STATE, ZIP

Freedom, Ca. 95019

BUSINESS STREET ADDRESS 62 Hangar Way

(Please include even if P.O. Box used)

**CITY, STATE,
ZIP**

Watsonville, CA 95076

TELEPHONE NO: AREA CODE (831) 831-728-4018

FAX NO: AREA CODE (831) 831-728-6544

CONTRACTOR LICENSE NO.

664584

DIR CONTRACTOR REGISTRATION

NO. 1000003902

PROPOSED SCHEDULE OF

WORK: start within 14-days of notice to proceed-complete the job in 30 working days-weather permitting

1. Pursuant to and in compliance with your Notice to Bidders and the contract documents relating to the construction of Citywide Striping and Signing On-Call Program including Addenda Nos. 1, _____, _____, _____ the undersigned bidder, having become thoroughly familiar with the terms and conditions of the contract documents and with the local conditions affecting the performance and costs of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to perform fully the work within the time stated in strict accordance with the contract documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the contract documents.
2. It is understood that Owner reserves the right to reject this bid, but that this bid shall remain open and contractor shall not request that the bid be withdrawn for a period of sixty (60) days from the date prescribed for its opening.
3. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.
4. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within sixty (60) days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the contract documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Material person's Bond as specified and proof of insurance coverage as required in the General Conditions, all within ten (10) days after personal delivery or after deposit in the mails, of the notifications of acceptance of this bid. The above-mentioned bonds shall be satisfactory to and on the forms approved by Owner.
5. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.
6. The undersigned declares that this 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 undersigned 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 or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communications or conference with anyone to fix said bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the City of Scotts Valley or anyone interested in the proposed contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are

true; that the undersigned has not directly or indirectly submitted under sign's bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or material person through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository.

7. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:
 - (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
 - (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF SCOTT'S VALLEY's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are

assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

8. The undersigned certifies that the contract documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the contract documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Bidders and Information for Bidders published by Owner and pertaining to the work described in this bid.
9. The undersigned has included with its bid submittal a proposed schedule of work, subject to modification by the Public Works Director, that identifies key project milestones and requirements including irrigation system repair; hydro-seeding; and watering, weeding and mowing schedules.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF SCOTTS VALLEY*, and that discretion will be exercised in the manner deemed by the *CITY OF SCOTTS VALLEY* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF SCOTTS VALLEY* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this bid is Bid Bond (insert words "cash", "cashier's check", "certified check" or "bidder's bond" as the case may be), in an amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

K&D Landscaping Inc	California
Justin White	<i>Justin White</i> Secretary
Kendel White	<i>Kendel White</i> President

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of Addendum number 1 through inclusively.

Kendel White

12-20-2023

Signature of Bidder

Date

President
(Type or Print name)

SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractor List" of the Standard Specifications and Section 2-1.01, "General," of the Special Provisions.

NOTE: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

NAME	LOCATION OF BUSINESS	LICENSE NO.	DIR REGISTRATION NO.	PORTION OR TYPE OF WORK
Synlawn-Central California	Clovis, Ca.	910747	1000028804	Turf Installation

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

to the

CITY OF SCOTTS VALLEY
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12-20-2023 **[date]**, at Watsonville **[city]**, CA **[state]**.

BIDDER'S SIGNATURE:

Kendel White

NAME/TITLE OF SIGNATORY:

Kendel White, President

LEGAL NAME OF BIDDER:

K&D Landscaping Inc.

BIDDERS QUESTIONNAIRE
Siltanen Park Baseball Field Turf

(To be executed by bidder and submitted with bid)

Submission of a completed Bidder's Questionnaire with the sealed bid is required for the above-referenced project ("Project"). Owner may use the completed Questionnaire to evaluate the Bidder's qualifications for this Project. The Questionnaire should be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: Contact Information

Contractor Name: K&D Landscaping Inc. ("Contractor")

Check One:

X Corporation Partnership Sole Proprietorship

Address: 62 C Hangar Way, Watsonville CA 95076

Phone: 831-728-4018

Fax: 831-728-6544

Owner of Company: Multiple shareholders-Corporation

Contact Person: Kendel White

Contractor's License Number(s): 664584

Part 2: Contractor Experience

1. How many years has Contractor been in business under its present business name?
35
2. Has Contractor completed projects similar in type and size to this Project as a general contractor? Yes
3. Has Contractor ever been disqualified on grounds that it is not responsible? No

If yes, provide additional information on a separate sheet of paper regarding the disqualification, including, but not limited to, the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Contractor

was disqualified as not responsible, and the month and year in which the disqualification occurred.

4. Has Contractor ever been terminated from a construction project, either as a general contractor or as a subcontractor (other than as a termination for convenience)? No If yes, provide additional information on a separate sheet of paper regarding the termination, including, but not limited to, the name and address of the agency or owner of the subject project, the type and size of the project, whether Contractor was under contract as a general contractor or a subcontractor, the reasons that Contractor was terminated, and the month and year in which the termination occurred.
5. Provide information about Contractor's past projects performed as general contractor as follows:
 - 5.1 Six (6) most recently completed public works projects similar scope and scale within the last three (3) years.
 - 5.2 Three (3) largest completed private projects of similar scope and scale within the last three (3) years; and

Use separate sheets of paper provide all of the following information for each project identified in response to the above three categories:

- a. Project Name
- b. Location
- c. Owner
- d. Owner Contact (name and current phone number)
- e. Architect or Engineer Name
- f. Architect or Engineer Contact (name and current phone number)
- g. Construction Manager (name and current phone number)
- h. Description of Project, Scope of Work Performed
- i. Initial Contract Value (at time of bid award)
- j. Final Cost of Construction (including change orders)
- k. Original Scheduled Completion Date
- l. Time Extensions Granted (number of days)
- m. Actual Date of Completion
- n. Number and amount of Stop Notices or Mechanic's Liens filed
- o. Amount of liquidated damages assessed against Contractor
- p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner

Part 3: Verification

I, the undersigned, hereby declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Contractor, and that all response and information set forth herein and in all attachments hereto are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Bidder's Signature Kendel White

Name Kendel White

Title President

Company Name K&D Landscaping Inc.

Date 12-20-2023

****END OF SECTION****

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall 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 X

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

INSURANCE ACKNOWLEDGMENT

Siltanen Park Baseball Field Turf

(To be executed by bidder and submitted with bid)

I have reviewed the City of Scotts Valley's insurance requirements for this project, and I am aware of the types and amounts of insurance coverages that are required. I am also aware that my insurance company is required to use the Certificate of Insurance Form, and General Liability Special Endorsement, Automobile Liability Special Endorsement, and Workers' Compensation and Employer's Liability Special Endorsement Forms, provided herein. I have reviewed the Town of Moraga's insurance requirements with my insurance carrier, and I will be able to provide the required insurance coverages on the specified forms if awarded this project.

Bidder's Signature *Kenidel White*

Date 12-20-2023

****END OF SECTION****

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Siltanen Park Baseball Field Turf

(To be executed by bidder and submitted with bid)

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code; and I will comply with such provisions before commencing the performance of the work of this contract."

Bidder's Signature Kendel White

Name Kendel White

Title President

Company Name K&D Landscaping Inc

Date 12-20-2023

****END OF SECTION****

DIR AND SB 96 COMPLIANCE AFFIDAVIT
Siltanen Park Baseball Field Turf

(To be executed by bidder and submitted with bid)

No contractor or subcontractor may be listed on a bid proposal for a public works project or be awarded a contract for public work on a public works project unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 177 1). NOTE: *This section does not apply to public works performed of \$25,000 or less comprised of construction, alteration, demolition, installation, or repairs, or of \$15,000 or less comprised of maintenance.* Pursuant to Public Contract Code section 4104, bidders must provide the DIR registration numbers for all subcontractors listed in a bid for a project.

This project is subject to compliance monitoring and enforcement by the DIR.

In accordance with California Labor Code as amended through Senate Bill SB 96, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the DIR. For information regarding registration, please go to: <http://www.dir.ca.gov/>

I, the Bidder, certify that:

"I am aware of the provisions of Senate Bill SB 96 and subsequent DIR regulations, which require contractors to comply with all labor compliance requirements including, but not limited to, prevailing wage requirements, Labor Code sections 1725.5, 1771.1 (a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, Public Contract Code section 4104, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract and maintain compliance throughout the completion of said contract."

s/ <u>Kendel White</u>	<u>C-27 664584</u>
	<u>CSLB License # and Classification</u>
<u>Kendel White President</u>	<u>1000003902</u>
<u>Name and Title [print]</u>	<u>DIR Registration Number</u>
<u>K&D Landscaping Inc.</u>	<u>Various</u>
<u>Company Name</u>	<u>Labor Classifications</u>
	<u>Labor Classifications (cont.)</u>

CITY OF SCOTTS VALLEY

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, K & D Landscaping, Inc.

_____, as PRINCIPAL,
and The Ohio Casualty Insurance Company as SURETY, are held

and firmly bound unto the CITY OF SCOTTS VALLEY, State of California, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to CITY, for the work described below for the payment of which sum in lawful money of the United States, will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of

Ten Percent of the Total Bid Amount----- Dollars (\$10% of the total bid amount _____).

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the above-mentioned bid to CITY for certain construction specifically described as follows for which bids are to be opened at Scotts Valley, California on December 21, 2023 for the construction of the

Public Works Project No. P23-016
Siltanen Park Baseball Field Turf

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified therefore, within ten (10) days after the prescribed forms are presented to aforesaid Principal for signature, enter into a written contract with CITY, in the prescribed form in accordance with the bid as accepted, and file the two bonds with CITY, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon said bond by CITY, and judgment is recovered, the Surety shall pay all costs incurred by CITY in such suit, including a reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 19th day of December, 2023.

K & D Landscaping, Inc.

(seal)

By: _____

Principal

(seal)

By: _____

James DeBeau, Attorney-in-Fact for The Ohio Casualty Insurance Company

Surety

Address: _____

Liberty Mutual Surety c/o The Ohio Casualty Insurance Company 790 The City Drive South, Suite 200, Orange, CA 92868

(NOTE: Signature of those executing for the Surety shall be properly acknowledged and accompanied by a Certificate of acknowledgment.)

December 2023
Bid Set

Page 1 of 2
Bidder's Bond



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208182-988470

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connie Carpenter, James DeBeau, Kimberly J. Ayala of the city of Fresno, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of June, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of June, 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies 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 19th day of December, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

CALIFORNIA 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 Orange

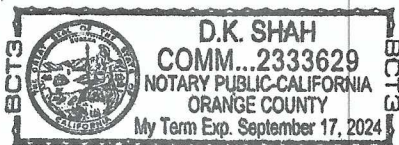
On Dec. 19th, 2023 before me, D. K. Shah, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James Debeau
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.



Place Notary Seal and/or Stamp Above

Signature D. Shah
Signature of Notary Public

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: Bidder's Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



Date: 12/21/2023

Scotts Valley Little League
151 Vine Hill School Rd
Scotts Valley, CA 95066

Siltanen Park Baseball Field-Project # 23-016

Infield Turf;

- Remove the existing infield grass
- Cut and cap the infield irrigation
- Excavate as needed to accommodate the proposed Turf
- Install a 2"x4" composite nailer board below grade along the perimeter of the infield
- Place, grade, and compact 2-1/2" of class 2 permeable base rock
- Place, grade, and compact 1/2" layer of decomposed granite
- Install approximately 3,000 sq-ft of Synsport Turf
- Utilize a 12" seaming cloth and Envirobind adhesive where needed
- Secure material to header board using staples
- Add sand and power broom the grass fibers to ensure the proper look
- Clean up & haul surplus soil and all debris from the site

Base Paths;

- Scrape and remove 1-2" of the existing infield fines
- Scarify the remaining fines
- Place, grade, and compact 1-2" of new infield mix
- Utilize excavated infield material on the sidelines and a warning track

Qualifications:

- A staging area and tractor access to the field is required

Exclusions:

- Installation of a pitcher's mound
- Post Installation Maintenance
- Construction or temporary fencing
- Builders Risk insurance
- Drainage work

Grand Total: \$121,476.00

Professionalism - Teamwork - Humility - Respect - Hunger - Safety

Work Experience

- a. Project Name: SkyPark Field Improvements
- b. Location: 361 Kings Village Rd. Scotts Valley, CA 95066
- c. Owner: City of Scotts Valley
- d. Owner Contact (name and current phone number): _____
- e. Architect or Engineer Name: n/a
- f. Architect or Engineer Contact (name and current phone number): n/a
- g. Construction Manager (name and current phone number): Kendel White
- h. Description of Project, Scope of Work Performed: Landscaping improvements, turf updates and irrigation
- i. Initial Contract Value (at time of bid award): \$116,880.19
- j. Final Cost of Construction (including change orders): \$116,955.00
- k. Original Scheduled Completion Date: 08/04/2021
- l. Time Extensions Granted (number of days): 0
- m. Actual Date of Completion: 08/04/2021
- n. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- o. Amount of liquidated damages assessed against Contractor: 0
- p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a

- a. Project Name: Cardinale Stadium
- b. Location: 4111 2nd Ave, Seaside, CA 93955
- c. Owner: Monterey Bay Football Club, LLC.
- d. Owner Contact (name and current phone number): Mike DiGuillo - 925-588-9140
- e. Architect or Engineer Name: n/a
- f. Architect or Engineer Contact (name and current phone number): n/a
- g. Construction Manager (name and current phone number): Kendel White
- h. Description of Project, Scope of Work Performed: Landscaping and irrigation
- i. Initial Contract Value (at time of bid award): \$146,532.59
- j. Final Cost of Construction (including change orders): \$150,075.93
- k. Original Scheduled Completion Date: 04/07/2022
- l. Time Extensions Granted (number of days): 0
- m. Actual Date of Completion: 05/07/2022
- n. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- o. Amount of liquidated damages assessed against Contractor: 0
- p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a

a. Project Name: Central California Alliance for Health - Turf Conversion

b. Location: 1600 Green Hills Road, Scotts Valley, CA 95066

c. Owner: Central California Alliance for Health

d. Owner Contact (name and current phone number): Victor Reyes - 831-227-5616

e. Architect or Engineer Name: n/a

f. Architect or Engineer Contact (name and current phone number): n/a

g. Construction Manager (name and current phone number): Kendel White

h. Description of Project, Scope of Work Performed: Turf conversion

i. Initial Contract Value (at time of bid award): \$73,409.00

j. Final Cost of Construction (including change orders): \$73,990.53

k. Original Scheduled Completion Date: 12/31/2023

l. Time Extensions Granted (number of days): 0

m. Actual Date of Completion: 12/31/2023

n. Number and amount of Stop Notices or Mechanic's Liens filed: 0

o. Amount of liquidated damages assessed against Contractor: 0

p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a

- a. Project Name: Marina Vista Elementary School
- b. Location: 390 Carmel Ave, Marina, CA 93933
- c. Owner: Monterey Peninsula Unified School District
- d. Owner Contact (name and current phone number): Jesse Almand - 831-392-3943
- e. Architect or Engineer Name: n/a
- f. Architect or Engineer Contact (name and current phone number): n/a
- g. Construction Manager (name and current phone number): Kendel White
- h. Description of Project, Scope of Work Performed: Field renovations
- i. Initial Contract Value (at time of bid award): \$51,020.78
- j. Final Cost of Construction (including change orders): \$51,020.78
- k. Original Scheduled Completion Date: 09/14/2023
- l. Time Extensions Granted (number of days): 0
- m. Actual Date of Completion: 10/14/2023
- n. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- o. Amount of liquidated damages assessed against Contractor: 0
- p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a

- a. Project Name: PVHS Softball Field
- b. Location: 500 Harking Slough Road, Watsonville, CA 95076
- c. Owner: Pajaro Valley Unified School District
- d. Owner Contact (name and current phone number): Conor Bayuk 831-332-7940
- e. Architect or Engineer Name: n/a
- f. Architect or Engineer Contact (name and current phone number): n/a
- g. Construction Manager (name and current phone number): Kendel White
- h. Description of Project, Scope of Work Performed: Turf renovations, landscaping and irrigation
- i. Initial Contract Value (at time of bid award): \$53,996.00
- j. Final Cost of Construction (including change orders): \$53,996.00
- k. Original Scheduled Completion Date: 01/19/2022
- l. Time Extensions Granted (number of days): 0
- m. Actual Date of Completion: 01/19/2022
- n. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- o. Amount of liquidated damages assessed against Contractor: 0
- p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a

- a. Project Name: Seaside High School Baseball Field
- b. Location: 2200 Noche Buena St Seaside, CA 93955
- c. Owner: Monterey Peninsula Unified School District
- d. Owner Contact (name and current phone number): Jesse Almand - 831-392-3943
- e. Architect or Engineer Name: n/a
- f. Architect or Engineer Contact (name and current phone number): n/a
- g. Construction Manager (name and current phone number): Kendel White
- h. Description of Project, Scope of Work Performed: Baseball field turf renovations
- i. Initial Contract Value (at time of bid award): \$37,091.00
- j. Final Cost of Construction (including change orders): \$37,091.00
- k. Original Scheduled Completion Date: 01/30/2023
- l. Time Extensions Granted (number of days): 0
- m. Actual Date of Completion: 03/01/2023
- n. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- o. Amount of liquidated damages assessed against Contractor: 0
- p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a

- a. Project Name: Starlight Elementary
- b. Location: 225 Hammer Drive, Watsonville, CA 95076
- c. Owner: PVUSD
- d. Owner Contact (name and current phone number): Jackie Medina 831-728-6979
- e. Architect or Engineer Name: n/a
- f. Architect or Engineer Contact (name and current phone number): n/a
- g. Construction Manager (name and current phone number): Kendel White
- h. Description of Project, Scope of Work Performed: Landscaping improvements - Decomposed Granite
- i. Initial Contract Value (at time of bid award): \$30,487.94
- j. Final Cost of Construction (including change orders): \$30,487.94
- k. Original Scheduled Completion Date: 11/02/2022
- l. Time Extensions Granted (number of days): 0
- m. Actual Date of Completion: 11/02/2022
- n. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- o. Amount of liquidated damages assessed against Contractor: 0
- p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a

a. Project Name: Westlake Elementary School

b. Location: 225 Hammer Drive, Watsonville, CA 950761000 High Street Santa Cruz , CA 95060

c. Owner: Santa Cruz City Schools

d. Owner Contact (name and current phone number): Robert Ward 831-429-3904

e. Architect or Engineer Name: Bartos Architecture

f. Architect or Engineer Contact (name and current phone number): (650) 340-1221

g. Construction Manager (name and current phone number): Kendel White

h. Description of Project, Scope of Work Performed: Landscaping and irrigation

i. Initial Contract Value (at time of bid award): \$47,465.00

j. Final Cost of Construction (including change orders): \$51,397.24

k. Original Scheduled Completion Date: 05/24/2021

l. Time Extensions Granted (number of days): 0

m. Actual Date of Completion: 05/24/2021

n. Number and amount of Stop Notices or Mechanic's Liens filed: 0

o. Amount of liquidated damages assessed against Contractor: 0

p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a

a. Project Name: Camping World - San Martin Improvements

b. Location: 13575 Sycamore Ave, San Martin, CA 95046

c. Owner: Camping World

d. Owner Contact (name and current phone number): Paul Birdsall

e. Architect or Engineer Name: n/a

f. Architect or Engineer Contact (name and current phone number): n/a

g. Construction Manager (name and current phone number): Jon Wendt

h. Description of Project, Scope of Work Performed: Landscaping and irrigation

i. Initial Contract Value (at time of bid award): \$130,401.63

j. Final Cost of Construction (including change orders): \$130,401.63

k. Original Scheduled Completion Date: 06/20/2022

l. Time Extensions Granted (number of days): 0

m. Actual Date of Completion: 07/20/2022

n. Number and amount of Stop Notices or Mechanic's Liens filed: 0

o. Amount of liquidated damages assessed against Contractor: 0

p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: n/a