

**CONTRACT FOR CONSTRUCTION
FOR HISTORICAL DISTRICT RECREATIONAL TRAILS PHASE III: LANDSCAPING**

This Contract for Construction ("Contract"), No. 2021-001 is made and entered into this 13th day of September, 2021, by and between City of Artesia, a municipal corporation, organized under the laws of the State of California, hereinafter called the "City" and Marina Landscape Inc., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents for the following Project:

Historical District Recreational Trails Landscaping

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 160 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Three hundred nine thousand, three hundred sixty-seven dollars with fifty-five cents** (\$309,367.55). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$250.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the

Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the City is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Contract Time, the City shall pay to the Contractor **\$250.00** per day as Reverse Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for any City caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the City within five (5) Days from the discovery of the circumstances giving rise to any delay or three (3) Days from the discovery of any latent or subsurface conditions giving rise to a delay.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Specifications
- Addenda
- Plans and Drawings
- Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents. All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict,

the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**SIGNATURE PAGE
BETWEEN THE CITY OF ARTESIA
AND MARINA LANDSCAPE, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **13** day of **September, 2021**.

CITY OF ARTESIA

Marina Landscape, Inc.

By: _____
WILLIAM RAWLINGS
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Its: _____
Printed Name: _____

APPROVED AS TO FORM:

492862 & A, B, C27, C29, C36, C61, D49,
D59

Contractor's License Number and
Classification

By: _____
Best Best & Krieger LLP
City Attorney

1000000079

DIR Registration Number (*if applicable*)

**CITY OF ARTESIA
BID FORMS**

**Historical District Recreational Trails Phase III: Landscaping
Project No. 2021-001**

BID ACKNOWLEDGMENT

Bids will be received at the City of Artesia, the City Clerk's office, City Hall, 18747 Clarkdale Avenue, Artesia, California 90701, until **2:00p.m. on Wednesday, September 1, 2021.**

Historical District Recreational Trails Landscaping

NAME OF BIDDER: Marina Landscape, Inc.

To the City of Artesia, a municipal corporation, organized under the laws of the State of California.

- I. In response to the Notice Inviting Bids dated **August 19, 2021** and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the City to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the City, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Bid Schedule.
- J. This Bid constitutes a firm offer to the City which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the City and a third party, whichever is earlier.
- K. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.
- L. If awarded a Contract, the undersigned agrees to execute and deliver to the City within fifteen (15) Days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.
- M. The following required are attached:
 - 1. Bid Schedule
 - 2. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
 - 3. Completed Designation of Subcontractors form.
 - 4. Fully executed Noncollusion Declaration form.

5. Completed Iran Contracting Act Certification form.
 6. Completed Public Works Contractor Registration Certification form.
 7. Completed Contractor's Certificate Regarding Workers' Compensation form.
 8. Completed Bidder Information and Experience form.
- N. The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.

1. Individual Contractor. Undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

License number 492862

Expiration date 6/30/2022

License classification A,B,C27,C29,C36,C61,D49,D59

1. Joint Venture. Undersigned certifies that the individual members of the joint venture are now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

Member No. 1

Name N/A

License number _____

Expiration date _____

License classification _____

Member No. 2

Name N/A

License number _____

Expiration date _____

License classification _____

(If there are more than two members of the joint venture, attach a page for the additional member(s) with the above information.)

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1 2 2

[SIGNATURE ON NEXT PAGE]

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BIDDER:

Marina Landscape, Inc.
(Company Name)

By 
(Signature)

Hue Ta
(Type or print name)

Vice President of Estimating
(Title)

Orange, CA
(Where signed) (City, State)

Bidder's Business Address:

3707 W. Garden Grove Blvd,
Orange, CA 92868

By 

Ali Tavakoli - Vice President

(corporate seal)

Dated: August 27th, 2021
State of Incorporation: California

(If the Prime Contractor is a corporation, two signatures of corporate officers are required.)

Names and addresses of all partners or joint ventures:

N/A

Statement of the authority of signatory to bind Bidder:

Please see attached resolution.

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	MOBILIZATION/SOIL PREPARATION	Unit	1	23,000 31,500	23,000 31,500
2.	SUPPLIES / SHURBS (AGAVE ATTENUATA 'HUNTINGTON BLUE') - 5 GAL	Unit	55	24.50	1,347.50
3.	SUPPLIES / SHURBS (BOUGAINVILLEA X 'OO-LA-LA' TM) - 5 GAL	Unit	101	22.50	2,272.50
4.	SUPPLIES / SHURBS (JUNCUS PATENS 'ELK BLUE') - 1 GAL	Unit	273	7	1,911
5.	SUPPLIES / SHURBS (LANTANA SELLOWIANA) - 5 GAL	Unit	270	17.75	4,792.50
6.	SUPPLIES / SHURBS (MUHLENBERGIA LINDHEIMERI 'LENI') - 5 GAL	Unit	474	21.75	10,309.50
7.	IRRIGATION	Square Feet	20,000	5	100,000
8.	SOLAR IRRIGATION SYSTEM	Unit	1	7,100	7,100
9.	MULCH - SPRAYED ON	Square Feet	20,000	0.81	16,200
NO. 10 to 24 are intentionally omitted					
25.	PROVIDE AND INSTALL 4"H X 6.75"L X 11.63"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY PAVESTONE OR APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 1/C4.1 AND 1/C4.2.	SF	110	55	6,050
26.	ADJUST ATRIUM DRAIN INLET TO MATCH LANDSCAPE SURFACE ELEVATION.	EA	25	47	1,175
NO. 27 to 29 are intentionally omitted					
30.	MANUALLY MOVE EXISTING CRUSH STONE AGGREGATE	C.Y.	139	53	7,367

	ALONG PERMEABLE PAVEMENT EDGE AS NECESSARY TO ALLOW TO SECURE WITH ADHESIVE TO THE EXISTING IMPERMEABLE LINER VERTICALLY AGAINST THE PERMEABLE PAVEMENT EDGE PRIOR TO BACKFILLING AREA.				
NO. 31 is intentionally omitted					
32.	PROVIDE AND INSTALL 4"H X 6.75"L X 11.63"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY PAVESTONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 2/C4.1 AND 1/C4.2.	SF	127	53	6,731
33.	PROVIDE AND INSTALL 4"H X 6.75"L X 11.63"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY PAVESTONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 3/C4.1 AND 1/C4.2.	SF	127	53	6,731
34.	PROVIDE AND INSTALL 4"H X 6.75"L X 11.63"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY PAVESTONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 4/C4.1 AND 1/C4.2.	SF	197	52	10,244
35.	PROVIDE AND INSTALL 6"H X 10"L X 16"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY ANGELUS PAVING STONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM	SF	218	26	5,668

	MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 5/C4.1 AND 2/C4.2.				
36.	PROVIDE AND INSTALL 6"H X 10"L X 16"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY ANGELUS PAVING STONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 6A/C4.1 AND 2/C4.2.	SF	165	26	4,290
37.	PROVIDE AND INSTALL CAST IN PLACE REINFORCED CONCRETE WALL WITH 4 FT. CHAIN LINK FENCE ON TOP, ELEVATIONS PER PLAN AND PER GREEN BOOK SPECIFICATIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE WALL DETAIL 6B/C4.1 AND 4/C4.2.	LF	74	300	22,200
38.	PROVIDE AND INSTALL 6"H X 10"L X 16"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY ANGELUS PAVING STONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 6C/C4.1 AND 2/C4.2.	SF	130	26	3,380
39.	PROVIDE AND INSTALL 4"H X 6.75"L X 11.63"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY PAVESTONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 7/C4.1 AND 2/C4.2.	SF	167	50	8,350

40.	PROVIDE AND INSTALL 4"H X 6.75"L X 11.63"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY PAVESTONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAILS 8A/C4.1 AND 1/C4.2.	SF	76	51	3,876
41.	PROVIDE AND INSTALL 4"H X 6.75"L X 11.63"W GARDEN BLOCK WALL WITH INTERLOCKING LIP BY PAVESTONE OR ENGINEER APPROVED EQUAL. SEE ELEVATIONS PER PLAN AND MANUFACTURER INSTRUCTIONS. CONTRACTOR SHALL PERFORM MANUAL EXCAVATION ONLY AND PROTECT EXISTING PAVEMENT. SEE DETAIL 8B/C4.1 AND 1/C4.2.	SF	30	56	1,680
42.	4 INCH BASE UNDER BLOCK WALL FOR ITEMS 25, 32, 33, 34, 39, 40, AND 41.	SF	444	14.50	6,438
43.	6 INCH BASE UNDER BLOCK WALL FOR ITEMS 35, 36, AND 38.	SF	329	15.75	5,181.75
44.	SECURE EXISTING LINER TO THE EXISTING PERMEABLE PAVEMENT EDGE WITH WATERPROOF ADHESIVE.	LF	2488	3.60	8,956.80
45.	PROVIDE AND INSTALL CRUSH STONE AGGREGATE BEHIND BLOCK WALL FOR ITEMS 25, 32, 33, 34, 35, 36, 37, 38, 40, 41	C.Y.	12	400	4,800
46.	PROVIDE AND INSTALL 2" CAP BLOCK BY PAVESTONE OR ENGINEER APPROVED EQUAL FOR ITEMS 25, 32, 33, 34, 39, 40, AND 41.	LF	453	40	18,120
47.	PROVIDE AND INSTALL WATERPROOF LINER 30 MIL BY AGTEC OR APPROVED	SQ	7464	1.50	11,196
BID TOTAL					\$ 309,367.55

The basis for award of contract shall be the Contractor's Bid only.

<p>TOTAL BID PRICE BASED ON BID SCHEDULE</p> <p>\$ <u>309,367.55</u></p> <p style="text-align: center;">Total Bid in Numbers</p>

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost 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.


For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

Name of Bidder Marina Landscape, Inc.

Signature 

Name and Title Hue Ta - Vice President of Estimating

Dated 9/1/2021

BID GUARANTEE

BID BOND

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies Bid.]

The makers of this bond are, Marina Landscape, Inc., as Principal, and Berkley Insurance Company, as Surety and are held and firmly bound unto the City of Artesia, a municipal corporation, organized under the laws of the State of California, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated September 1, 20 21, for Historical District Recreational Trails Landscaping.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 23rd day of August, 20 21, the name and corporate seal of each corporation.

(Corporate Seal)

Marina Landscape, Inc.

Contractor/ Principal

By [Signature]

Title Hue Ta - Vice President of Estimating

Berkley Insurance Company

Surety

By [Signature]

Attorney-in-Fact

Title Matthew J. Coats, Attorney-in-Fact

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

**Please see attached.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

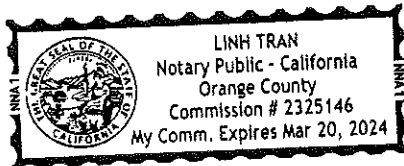
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On August 27, 2021 before me, Linh Tran, Public Notary
Date Here Insert Name and Title of the Officer
personally appeared Hue Ta
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____
Document Date: _____
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: _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-in-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

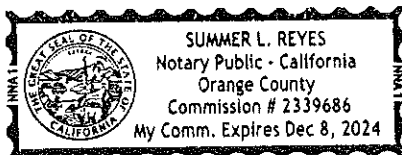
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On AUG 23 2021 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Matthew J. Coals
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ 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: _____

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

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

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Linda D. Coats or Matthew J. Coats of Coats Surety Insurance Services, Inc. of Laguna Hills, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of MAY, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 13th day of MAY, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 23rd day of August, 2021.

(Seal)

Vincent P. Forte
Vincen P. Forte

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

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the contractor's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

- (a) The work to be done by the subcontractor;
- (b) The name and the location of the place of business;
- (c) The California contractor license number;
- (d) The DIR public works contractor registration number; and
- (e) The portion of the work which will be done by each subcontractor.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
HOT TAP	KOPP PIPELINE SERVICES, INC.	1228 DATE ST. MINTERELLO CA 90040	844802	1000000314	0.8%
FENCE	EVERFENCE	12309 TELEGRAPH ROAD, SANTA FE, CA 90670	1003022	1000708605	2%

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder Marina Landscape, Inc.

Signature _____

Name and Title Hue Ta - Vice President of Estimating

Dated 8/27/2021

BIDDER INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Marina Landscape, Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 3707 W. Garden Grove Blvd, Orange, CA 92868

714-935-1199 714-939-6600
Facsimile Number Telephone Number

estimator@marinaco.com
Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?
50

5.0 How many years has Bidder's organization been in business under its present name? 39

5.1 Under what other or former names has Bidder's organization operated? MARINA CONTRACTORS, MK GROUP, LEED ENGINEERING, MAGNOLIA LANDSCAPE, CONSOLIDATED TURF

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 8/16/1982

6.2 State of Incorporation: California

6.3 President's Name: Robert B. Cowan

6.4 Vice-President's Name(s): Ali Tavakoli

6.5 Secretary's Name: Robert B. Cowan

6.6 Treasurer's Name: Robert B. Cowan

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

Nevada

10.0 What type of work does the Bidder normally perform with its own forces?

Landscape, Irrigation, Maintenance, and Erosion Control

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

Boething Treeland Farms, Inc - Doug Henderson - (818) 316-2057

Site One - Mike Romero - (626) 249-4761

S&S Seeds - Victor Schaff - (805) 684-0436

Terra Bella Nursery - Jose Ramos - (619) 585-1118

14.0 List Bank References (Bank and Branch Address):

Hanmi Bank

1920 Main St. STE# 1140, Irvine Ca 92614

(949) 203-2776

15.0 Name of Bonding Company and Name and Address of Agent:

COATS SURETY SERVICES

4 Hutton Centre Drive, Ste. 640, Santa Ana, CA 92707

(949) 887-6783 Matt Coats

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PLEASE SEE ATTACHED:
MORE INFORMATION UPON REQUEST

[**Duplicate Page if needed for listing additional current projects.**]

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CURRENT BACKLOG				
PROJECT and CLIENT CONTACT PERSON and PHONE NUMBER	DESCRIPTION OF BIDDER'S WORK	COMPLETION DATE	COST OF BIDDER'S WORK	AMOUNTED BONDED
Doty MS	Landscape and Irrigation	11/2/2021	\$ 316,000.00	N/A
Almond St Multimodal Imp & Gap Closure Complex	Landscape and Irrigation	11/3/2021	\$ 373,561.50	N/A
UCSD Pepper Canyon Ancillary Site Work	Landscape and Irrigation	11/5/2021	\$ 1,137,500.00	N/A
Natividad Juvenile Hall Phase IIB	Landscape and Irrigation	11/5/2021	\$ 137,270.00	N/A
CT 03-2H2404 RT 32 Nord Ave and West Sacramento Ave	Landscape and Irrigation	11/5/2021	\$ 72,971.25	N/A
Main Drch Piping	Landscape and Irrigation	11/5/2021	\$ 27,295.50	N/A
Airfield Park Ph 2	Landscape and Irrigation	11/5/2021	\$ 658,050.00	N/A
Goetz Road Widening	Landscape and Irrigation	11/8/2021	\$ 7,132.00	N/A
Section B Edison HS Athletic Field	Landscape and Irrigation	11/10/2021	\$ 327,000.00	N/A
Apolinar Sangalang Park Imp	Landscape and Irrigation	11/11/2021	\$ 1,774,500.00	N/A
Pyramid Park	Landscape and Irrigation	11/11/2021	\$ 3,238,389.00	N/A
Bell Gardens ES Two Story Modular Buildings and Site Imp	Landscape and Irrigation	11/12/2021	\$ 115,000.00	N/A
1395 22nd Street	Landscape and Irrigation	11/19/2021	\$ 781,380.00	N/A
Eastern Southditch Stormwater Enh	Landscape and Irrigation	11/19/2021	\$ 111,816.00	N/A
CT 03-3H4504 RT 50 near Forest Rd - Outer Limits Ln	Landscape and Irrigation	11/19/2021	\$ 163,539.50	N/A
CT 08-1E0604 RT 18 Amargosa Rd to Cobalt Rd	Landscape and Irrigation	11/19/2021	\$ 58,324.00	N/A
Page Street Neighborway	Landscape and Irrigation	11/22/2021	\$ 59,030.60	N/A
State Route 60 Climbing Lane Project	Landscape and Irrigation	11/26/2021	\$ 1,910,653.00	N/A
Effluent Equalization Facility Stabilization	Landscape and Irrigation	11/29/2021	\$ 138,400.00	N/A
Bakersfield National Cemetery Expansion	Landscape and Irrigation	11/30/2021	\$ 553,068.65	N/A
CT 08-1L6804 RT 91 from 15-91 to Tyler St and on RT 15	Landscape and Irrigation	11/30/2021	\$ 36,681.00	N/A
Winchester Rd to Nichols Rd	Landscape and Irrigation	11/30/2021	\$ 36,681.00	N/A
CT 03-2H15U4 RT 80 RT 51 and RT 244 North Highlands to Citrus	Landscape and Irrigation	11/30/2021	\$ 214,418.39	N/A
Heights	Landscape and Irrigation	11/30/2021	\$ 117,905.00	N/A
Sacramento City Fire Station #14	Landscape and Irrigation	11/30/2021	\$ 1,086,000.00	N/A
Fairfield HS Athletic Fields Renovation	Landscape and Irrigation	11/30/2021	\$ 38,514.00	N/A
Holliday Rock Palmdale AV Aggregate Reclamation	Landscape and Irrigation	11/30/2021	\$ 33,059.00	N/A
Chiquita LF RG&SD New Gate Facilities	Landscape and Irrigation	11/30/2021	\$ 134,089.13	N/A
Sunshine Canyon Landfill Ultimate Entry Imp	Landscape and Irrigation	11/30/2021	\$ 156,522.80	N/A
CT 02-4H8104 Rt 395 Hallelujah Junction to Scott Rd	Landscape and Irrigation	11/30/2021	\$ 720,000.00	N/A
Sierra College Tennis Courts And Parking Garage Landscape Imp	Landscape and Irrigation	12/1/2021	\$ 192,190.00	N/A
Commodore Outdoor Learning Environment	Landscape and Irrigation	12/1/2021	\$ 38,000.00	N/A
Lipman MS Mod	Landscape and Irrigation	12/2/2021	\$ 79,544.50	N/A
CT 10-0S7404 RT 88 El Dorado County to Alpine County Various	Landscape and Irrigation	12/3/2021	\$ 528,155.00	N/A
Locations	Landscape and Irrigation	12/3/2021	\$ 154,360.00	N/A
Santa Maria HS - 50 Classroom & Admin Bldg	Landscape and Irrigation	12/3/2021	\$ 62,745.28	N/A
Shields Ave Bankside Trail from Fresno St to First St	Landscape and Irrigation	12/3/2021	\$ 13,576.00	N/A
Pleasant Valley Rd Bridge Replace Over South San Joaquin	Landscape and Irrigation	12/3/2021	\$ 400,000.00	N/A
Irrigation District Main Canal	Landscape and Irrigation	12/7/2021	\$ 66,299.50	N/A
CT 04-1J3604 RT 12 Vallejo Ave to Napa Rd	Landscape and Irrigation	12/8/2021	\$ 443,060.87	N/A
SAMOH Discovery Building	Landscape and Irrigation	12/17/2021	\$ 472,867.30	N/A
Cell 3B Development	Landscape and Irrigation	12/17/2021	\$ 88,555.00	N/A
Walteria Retention Basin Imp Ph 1	Landscape and Irrigation	12/17/2021	\$ 454,360.00	N/A
Petaluma Community Sports Field Baseball Diamond	Landscape and Irrigation	12/17/2021	\$ 538,276.00	N/A
Grant Yard Radio Shop	Landscape and Irrigation	12/20/2021	\$ 76,800.00	N/A
Memorial Park Athletic Field Renovation	Landscape and Irrigation	12/22/2021	\$ 19,195.00	N/A
Durfee Ave Grade Separation	Landscape and Irrigation	12/26/2021	\$ 64,500.00	N/A
New Fire Station No. 37	Landscape and Irrigation	12/30/2021	\$ 110,093.31	N/A
Lancaster Area Battery Energy Storage Civil & Structural Package	Landscape and Irrigation	12/30/2021	\$ 34,867.50	N/A
Exterior Facade Imp at Los Cerritos MS	Landscape and Irrigation	12/31/2021	\$ 59,800.00	N/A
SWIP - Sustainable Water Infrastructure Project	Landscape and Irrigation	12/31/2021	\$ 93,800.00	N/A
SMRL Cell 1 Extension Composite Liner Const	Landscape and Irrigation	12/31/2021	\$ 162,836.00	N/A
East LA Station 63 GAC Treatment	Landscape and Irrigation	12/31/2021	\$ 156,500.00	N/A
Santa Fe Depot	Landscape and Irrigation	12/31/2021	\$ 90,753.00	N/A
Allegheny St Park	Landscape and Irrigation	12/31/2021	\$ 886,901.45	N/A
Const of Artesia HS Modernization	Landscape and Irrigation	12/31/2021	\$ 306,640.00	N/A
Tongva Park Pedestrian Imp and Palisades Park Petanque Courts	Landscape and Irrigation	12/31/2021	\$ 27,096.15	N/A
Repurposing	Landscape and Irrigation	12/31/2021	\$ 14,615.87	N/A
CT 11-288834 RT 11-125-905 Separation	Landscape and Irrigation	12/31/2021	\$ 34,281.00	N/A
Vista Canyon Multi-Modal Center Train Station	Landscape and Irrigation	12/31/2021	\$ 68,632.00	N/A
Calexico LPOE Ph 2A	Landscape and Irrigation	12/31/2021	\$ 99,134.50	N/A
BNSF Bridge Replacement	Landscape and Irrigation	12/31/2021	\$ 191,600.00	N/A
Geer Road Landfill	Landscape and Irrigation	1/1/2022	\$ 18,000.00	N/A
James Bypass Bridge Replace on Manning Ave	Landscape and Irrigation	1/6/2022	\$ 42,499.50	N/A
Tioga Rd and Tuolumne Meadows Parking	Landscape and Irrigation	1/10/2022	\$ 282,542.00	N/A
Carpenter Road Landfill Mitigation	Landscape and Irrigation			
Simon Ranch Reservoir, Booster Pump Station, and Pipeline	Landscape and Irrigation			
Replacement	Landscape and Irrigation			
RMV Zone A & Tank Site	Landscape and Irrigation			
Conejo School Rd & Willow Ln Sidewalk & Bike Ln	Landscape and Irrigation			

Midpeninsula Regional Open Space District Admin Office	Landscape and Irrigation	1/13/2022	\$ 141,881.00	N/A
CT 08-0G7904 RT 71 LA Co Line to RT 91	Landscape and Irrigation	1/13/2022	\$ 22,467.50	N/A
Ramarc Park Turf Replacement	Landscape and Irrigation	1/14/2022	\$ 41,000.00	N/A
Wiltsey MS Wellness Arts Tech Center	Landscape and Irrigation	1/17/2022	\$ 179,000.00	N/A
Rinconada Water Treatment Plant Interim Site Restoration	Landscape and Irrigation	1/17/2022	\$ 18,845.00	N/A
Equipping of La Cienega Well No. 1	Landscape and Irrigation	1/21/2022	\$ 32,740.00	N/A
Vallecitos Channel Maintenance	Landscape and Irrigation	1/23/2022	\$ 148,704.61	N/A
Spyglass Tank	Landscape and Irrigation	1/25/2022	\$ 18,076.00	N/A
Zone 4 Habitat Mitigation Prima Deshecha Landfill	Landscape and Irrigation	1/27/2022	\$ 282,017.60	N/A
Joe Mitchell K-8 School Inc 1 & 2	Landscape and Irrigation	1/28/2022	\$ 612,000.00	N/A
TREE PLANTING & STORMWATER CAPTURE	Landscape and Irrigation	1/31/2022	\$ 1,049,046.00	N/A
King Chavez Primary Arts and Athletics Academy Campus	Landscape and Irrigation	2/2/2022	\$ 732,261.00	N/A
Classroom Bldg	Landscape and Irrigation	2/2/2022	\$ 171,151.00	N/A
Willows Courthouse Renovation				
Corona Fundamental Intermediate School New Gym & Performing Arts Bldg	Landscape and Irrigation	2/3/2022	\$ 58,085.00	N/A
Warehouse 48	Landscape and Irrigation	2/3/2022	\$ 610,096.20	N/A
UCLA Faculty Center Seismic & Infrastructure Imp	Landscape and Irrigation	2/9/2022	\$ 187,000.00	N/A
Delta - Ph 1H - Delta Sky Club	Landscape and Irrigation	2/25/2022	\$ 92,250.00	N/A
UCSD Humanities and Social Science Bldg Repair & Fire Safety Imp	Landscape and Irrigation	2/25/2022	\$ 141,500.00	N/A
Daylight Vanowen	Landscape and Irrigation	2/28/2022	\$ 191,433.00	N/A
Los Angeles State Historic Park - Soil Remediation and Shade Trees	Landscape and Irrigation	2/28/2022	\$ 655,627.00	N/A
Mountain View HS Student Services Bldg	Landscape and Irrigation	3/2/2022	\$ 133,450.00	N/A
Single Point Entry - 2 Sites at Kimbark ES and Parkside ES	Landscape and Irrigation	3/4/2022	\$ 67,000.00	N/A
Pioneer Cottages	Landscape and Irrigation	3/8/2022	\$ 230,030.00	N/A
CT 09-360704 RT 395 at Lower Rock Creek Rd	Landscape and Irrigation	3/8/2022	\$ 400,037.60	N/A
McHenry Ave Widening from Ladd Rd - Patterson Rd to McHenry Bridge	Landscape and Irrigation	3/11/2022	\$ 119,535.00	N/A
District wide ADA Accessibility	Landscape and Irrigation	3/12/2022	\$ 365,063.00	N/A
Walt Disney ES Permanent Mod Classroom Bldg and Sitework	Landscape and Irrigation	3/16/2022	\$ 110,900.00	N/A
John Hinkel Park Amphitheater Area Imp	Landscape and Irrigation	3/18/2022	\$ 47,272.00	N/A
Const of Oakley Park and Ride	Landscape and Irrigation	3/23/2022	\$ 732,929.25	N/A
Maxwell Farms Regional Park Renovation	Landscape and Irrigation	3/25/2022	\$ 543,800.00	N/A
Transportation Corridor Parking Lot	Landscape and Irrigation	3/31/2022	\$ 362,498.50	N/A
Oasis Wind	Landscape and Irrigation	3/31/2022	\$ 109,361.00	N/A
Bayfront Canal and Atherton Channel Flood Protection	Landscape and Irrigation	4/8/2022	\$ 49,254.71	N/A
Amani Apartments	Landscape and Irrigation	4/12/2022	\$ 216,180.00	N/A
Echovater Tertiary Treatment Facilities	Landscape and Irrigation	4/13/2022	\$ 253,325.00	N/A
Florin HS, CTE Program (Agriculture, Culinary, Engineering, and Portable Relocation)	Landscape and Irrigation	4/15/2022	\$ 201,020.00	N/A
Enchanted Hills Park	Landscape and Irrigation	4/22/2022	\$ 1,316,020.00	N/A
Agnews HS Group 1 Bid Packages	Landscape and Irrigation	4/26/2022	\$ 4,298,715.00	N/A
San Joaquin County Public Health Services Facility Replace	Landscape and Irrigation	4/29/2022	\$ 490,000.00	N/A
CT 04-1J5604 San Mateo 101 Express Lanes & Whipple to I-380 Interchange	Landscape and Irrigation	5/2/2022	\$ 1,466,579.00	N/A
Kresge College Work Package 6 - 2A Sitework	Landscape and Irrigation	5/6/2022	\$ 461,891.00	N/A
CT 04-4G2104 RT 121 at Hulchica Creek Bridge	Landscape and Irrigation	5/12/2022	\$ 52,429.30	N/A
Sand Creek Bridge Replacement on Ennis Road	Landscape and Irrigation	5/13/2022	\$ 20,600.40	N/A
Madison ES Mod and New Construction	Landscape and Irrigation	5/20/2022	\$ 94,100.00	N/A
Inderkum HS Softball Complex, Public Safety Training Ctr, Athletic Field Upgrades Inc 1	Landscape and Irrigation	5/20/2022	\$ 1,327,800.00	N/A
Menlo Park FPD - Fire Station 4 Rebuild	Landscape and Irrigation	5/23/2022	\$ 55,000.00	N/A
Potrero Canyon Park - Landscaping	Landscape and Irrigation	5/31/2022	\$ 2,539,449.00	N/A
East Ave MS Ph 3 Modernization	Landscape and Irrigation	6/7/2022	\$ 129,000.00	N/A
Kennedy School Parking Lot Exp	Landscape and Irrigation	6/10/2022	\$ 43,916.00	N/A
Allen ES Replacement	Landscape and Irrigation	6/15/2022	\$ 657,421.00	N/A
Chesterfield Apartments	Landscape and Irrigation	6/17/2022	\$ 98,810.00	N/A
Southwestern College Institutional Technology Building	Landscape and Irrigation	6/20/2022	\$ 675,000.00	N/A
Vacaville HS New Gym	Landscape and Irrigation	6/20/2022	\$ 68,500.00	N/A
Berkeley HS Theater Inc 2	Landscape and Irrigation	6/20/2022	\$ 61,237.00	N/A
Hutchinson Drive SR 113 Interchange Imp	Landscape and Irrigation	6/21/2022	\$ 61,237.00	N/A
Southwestern College Operations & Warehouse Relocation Inc 1 & 2	Landscape and Irrigation	6/23/2022	\$ 400,085.60	N/A
Campus Parkway Segment 3	Landscape and Irrigation	6/30/2022	\$ 300,200.00	N/A
Academic Village 2, Madera Community College	Landscape and Irrigation	6/30/2022	\$ 505,931.50	N/A
Logan Memorial Educational Complex Ph 1 Inc 2	Landscape and Irrigation	7/10/2022	\$ 563,824.00	N/A
Crescent ES (K-5)	Landscape and Irrigation	7/23/2022	\$ 998,876.00	N/A
Heritage Fields K-8 No. 03	Landscape and Irrigation	7/29/2022	\$ 981,000.00	N/A
CT 12-0K0234 RT 5 Alicia Pkwy OC to El Toro Rd UC	Landscape and Irrigation	7/29/2022	\$ 1,123,200.00	N/A
Bessie Owens ES - Modernization	Landscape and Irrigation	7/29/2022	\$ 424,239.10	N/A
West Side Tanks and Pump Station	Landscape and Irrigation	7/31/2022	\$ 175,000.00	N/A
Moreno ES Replacement	Landscape and Irrigation	8/1/2022	\$ 186,021.78	N/A
San Anselmo Flood Risk Reduction	Landscape and Irrigation	8/13/2022	\$ 1,160,960.00	N/A
	Landscape and Irrigation	9/1/2022	\$ 113,730.00	N/A
Pinote Valley High School Fields, Field House and Bleachers	Landscape and Irrigation	9/2/2022	\$ 222,826.00	N/A

WESTMINSTER BLVD FORCE MAIN REPLACEMENT	Landscape and Irrigation	9/9/2022	\$ 567,800.00	N/A
Keiller Leadership Academy Charter School WSM	Landscape and Irrigation	9/23/2022	\$ 115,000.00	N/A
SJSU Interdisciplinary Science Bldg	Landscape and Irrigation	9/23/2022	\$ 496,832.00	N/A
Prospect HS New Classroom Bldg	Landscape and Irrigation	9/23/2022	\$ 264,719.00	N/A
VNY Runway 16L-34R Reconst & Runway 16L-34L Slurry Seal	Landscape and Irrigation	9/30/2022	\$ 19,120.00	N/A
P-9906 Ambulatory Care Center Replace	Landscape and Irrigation	10/6/2022	\$ 463,848.00	N/A
Rubidoux HS Concert Hall	Landscape and Irrigation	10/10/2022	\$ 306,200.00	N/A
CT 03-3F5604 RT 20 at Feather River Bridge	Landscape and Irrigation	10/13/2022	\$ 229,511.29	N/A
Los Coyotes WRP Primary Structures	Landscape and Irrigation	10/14/2022	\$ 197,400.00	N/A
CT 07-4V1004 RT 91 Artesia Blvd to Alameda St	Landscape and Irrigation	10/21/2022	\$ 31,488.00	N/A
Marin Academy Aquatic Center	Landscape and Irrigation	10/26/2022	\$ 70,840.00	N/A
Nobel Drive Station Parking Lot	Landscape and Irrigation	10/31/2022	\$ 473,000.00	N/A
MFRO Facility for Agriculture	Landscape and Irrigation	10/31/2022	\$ 266,100.00	N/A
CT 07-301104 at 60-710 Sep to 60-605 and at 710-60 Sep	Landscape and Irrigation	11/18/2022	\$ 198,334.30	N/A
Century HS Modernization	Landscape and Irrigation	11/20/2022	\$ 55,840.00	N/A
Donald C. Tillman Water Reclamation Plant Berm Imp	Landscape and Irrigation	11/30/2022	\$ 55,740.00	N/A
Ric Campero Performing Arts Center Central Valley HS	Landscape and Irrigation	12/1/2022	\$ 43,200.00	N/A
Fire Dept Training Ctr and EOC Relocation	Landscape and Irrigation	12/9/2022	\$ 274,176.50	N/A
Colorado Lagoon Open Channel Phase 2A	Landscape and Irrigation	12/30/2022	\$ 1,214,000.00	N/A
Lower Penitencia Creek Imp	Landscape and Irrigation	12/30/2022	\$ 513,756.00	N/A
Coastline Community College - Student Services Building	Landscape and Irrigation	12/31/2022	\$ 546,000.00	N/A
Buchanan Terminal Bldg - Aviation, ARFF, Airport Admin Bldg	Landscape and Irrigation	1/6/2023	\$ 218,274.00	N/A
CT 06-360244 RT 99 Prosperity Ave to Ave 280	Landscape and Irrigation	1/6/2023	\$ 854,053.40	N/A
MBGC Irrigation & Electrical Upgrades + Clubhouse Demo Portable Bldg Install	Landscape and Irrigation	1/23/2023	\$ 2,558,070.00	N/A
Leuzinger HS Athletic Fields and Facilities Mod	Landscape and Irrigation	1/27/2023	\$ 674,600.00	N/A
Rancho Los Amigos Sports Complex	Landscape and Irrigation	1/27/2023	\$ 189,289.00	N/A
Safer Taylor Street	Landscape and Irrigation	2/4/2023	\$ 155,600.00	N/A
CT 07-3096U4 RT 210 from RT 6 to Wheatland Ave UC	Landscape and Irrigation	2/16/2023	\$ 725,788.80	N/A
UCI Verano 8 Graduate Housing	Landscape and Irrigation	3/11/2023	\$ 1,413,200.00	N/A
Community Civic Campus Ph 2	Landscape and Irrigation	3/13/2023	\$ 2,137,595.00	N/A
P-1916 Community Support Facilities	Landscape and Irrigation	3/18/2023	\$ 625,362.00	N/A
Sunnyvale Civic Center - Ph 1	Landscape and Irrigation	3/23/2023	\$ 4,876,444.00	N/A
Los Altos HS Student Services Bldg	Landscape and Irrigation	3/24/2023	\$ 185,000.00	N/A
Livermore HS Athletics and Aquatics Complex	Landscape and Irrigation	3/31/2023	\$ 176,000.00	N/A
Long Beach MUST Facility Ph 1	Landscape and Irrigation	4/7/2023	\$ 211,635.00	N/A
Hopkins MS Conversion	Landscape and Irrigation	5/29/2023	\$ 723,130.00	N/A
Regional Wastewater Control Facility Mods	Landscape and Irrigation	6/16/2023	\$ 583,120.23	N/A
Centerville MS Transformation - Ph 3 Inc 1	Landscape and Irrigation	6/30/2023	\$ 1,311,038.00	N/A
P1090 IMEF Consolidated Info Center	Landscape and Irrigation	11/1/2023	\$ 1,036,919.20	N/A
CT 07-210624 RT 71 from Mission Blvd to SB Co Line	Landscape and Irrigation	12/31/2023	\$ 1,065,901.80	N/A
Spinal Cord Injury and CLC Bldg and Parking Structure	Landscape and Irrigation	4/29/2024	\$ 1,870,000.00	N/A
North City Water Reclamation Plant Expansion	Landscape and Irrigation	8/28/2024	\$ 1,840,687.00	N/A
Regional Water Recycling Plant No. 5 (RP-5) Upgrades and Exp	Landscape and Irrigation	12/16/2024	\$ 329,744.80	N/A
Anderson Dam Tunnel	Landscape and Irrigation	1/3/2026	\$ 211,580.30	N/A
San Gabriel Reservoir Post-Fire Emergency Restoration	Landscape and Irrigation	5/15/2026	\$ 57,639.76	N/A
P1-105 Headworks Rehab Plant 1	Landscape and Irrigation	12/31/2026	\$ 328,415.00	N/A

[illegible]

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

[illegible]

Project References

Project Name	Owner	Owner Contact	Phone #; Email	Work Type	Final Contract	Completion
North Shore Park	Desert Recreation District	Granite Construction - Contact CM	Evan Garber (760) 391-6283. E-mail: evan.garber@gcinc.com	Landscape and Irrigation	\$ 1,023,660.00	10/11/2019
East Garrison Ph.3 - Dog Park & Bluff Greenway	UCP East Garrison, LLC	Century Communities - Contact CM	Jon Ingraham (831) 869-2283. Email: jon.ingraham@centurycommunities.com	Landscape and Irrigation	\$ 510,124.00	4/5/2019
Placentia Avenue Median Improvements	City of Costa Mesa	Beador Construction Co - Contact CM	David Beador 26320 Lester Circle Corona, CA 92883 (951)674-7352 Email: dabeador@beador.com	Landscape and Irrigation	\$ 440,116.00	7/8/2018
Tustin Legacy Linear Park Segment 3 & 4	Tustin, CA	City of Tustin	Joann Wu; (714)573-3157 or Email: jwu@tustincta.org	Landscape and Irrigation	\$ 4,563,290.00	9/8/2019
Meadows Park	Sacramento, CA	City of Sacramento	Tin Wah-Wong 916-808-5540	Landscape and Irrigation	\$ 2,469,056.22	4/2/2020
Olympians Park	Sacramento, CA	City of Sacramento	Jason Wiesmann; 916-808-7634	Landscape and Irrigation	\$2,210,889.64	2/26/2020
Tracy Hills Public Park 1	Tracy, CA	Integral Communities - CM	Lisa A. Mikelonis, PE Senior VP of Operations (925) 260- 4753 Email: lmikelonis@integralcommunities.com	Landscape and Irrigation	\$ 1,023,523.00	5/14/2020
West Hollywood Park - Ph 2	City of West Hollywood	Sinanian Development - CM	Rafi Mouradian (818) 996-9666 x125. Email: rafi.mouradian@sinanian.com	Landscape and Irrigation	\$ 1,200,000.00	4/24/2020

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Nikki Williams - Head of Project Manager Southern California - 100%

Kirk Varga - Operating Manager - 100%

2. Summarize each person's specialized education:

Nikki Williams: Insurance Education Association (IEA)
From 2004 - 2006 Completed Courses

- CA 8 Introduction to Workers' Compensation
- CA 10 Workers' Compensation Claims
- CA 11 Workers' Compensation Claims Advances
- CA 12 Medical Coordination of Workers' Compensation Claims
- CA 14 Return to Work and Disability Management in the WC System
- CA 16A Permanent Disability Rating and AMA Guides
- CA 17 Labor Code and Current Case Law

Kirk Varga: Bachelor's of Science in Accounting
August 2000 - December 2004: University of Arizona, Tucson, AZ
August 2010 - May 2011: Orange Coast College, Costa Mesa, CA

Construction Program Classes Completed:

- Concrete
- CA Building Code
- Masonry
- Framing
- Blueprint reading/drafting

- OSHA safety: Earned 30-hour certificate

3. List each person's years of construction experience relevant to the project:

Nikki Williams - 20 years

Kirk Varga - 21 years

4. Summarize such experience:

Nikki Williams

- Experiences in these areas include: Project Management, Personal Management, Accounting and Project Scheduling, Estimating, and Purchasing,
- Quality director with oversight of final project

Kirk Varga


- Experiences more than 20 years in construction areas such as Erosion Control, Landscaping, and Maintenance

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

E. ADDITIONAL BIDDER'S STATEMENTS:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

Name of Bidder Marina Landscape, Inc.

Signature 

Name and Title Hue Ta - Vice President of Estimating

Dated 8/27/2021

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Vice President of Estimating of Marina Landscape, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/27/2021 [date], at Orange [city], CA [state].

Name of Bidder Marina Landscape, Inc.

Signature _____

Name and Title Rue Ta - Vice President of Estimating

Dated 8/27/2021

IRAN CONTRACTING ACT CERTIFICATION.

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:  _____

Printed Name: Hue Ta

Title: Vice President of Estimating

Firm Name: Marina Landscape, Inc.

Date: 8/27/2021

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: Marina Landscape, Inc.

DIR Registration Number: 1000000079

DIR Registration Expiration: 6/30/2022

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Marina Landscape, Inc.

Signature 

Name and Title Hue Ta - Vice President of Estimating

Dated 8/27/2021

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."
65344.00045\32634229.1

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION.

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.

Name of Bidder Marina Landscape, Inc.

Signature _____

Name and Title Hue Ta - Vice President of Estimating

Dated 8/27/2021

END OF BID FORMS



landscape construction
landscape maintenance
landscape architecture
erosion control
design build

Marina Landscape, Inc.

Resolution to Sign Contracts, Bid Documents and Bid Bonds

Whereas, the Corporation requires an additional person as the Corporate Assistant Secretary for signing and executing the Contracts, Bid Documents, and Bid Bonds in the absence of the Secretary. Whereas, it would be desirous to have two (2) Assistant Secretaries available to sign Documents, or in the absence of the President/CEO/Secretary, be it:

Resolved, that the CFO, Vice Presidents, and Assistant Secretaries of this Corporation be hereby authorized and empowered to sign Contracts, Bid Documents and Bid Bonds, in the name of and on behalf of this Corporation.

Resolved, that Hue Ta is assigned the title of Vice President of Estimating, and is authorized as such to sign Contracts, Bid Documents, and Bid Bonds.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Marina Landscape, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a special meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2019, and that said resolution is now in full force and effect without modification or rescission.

In witness whereof, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2019.

A handwritten signature in black ink, appearing to read 'Robert B. Cowan', written over a horizontal line.

Robert B. Cowan, Secretary
Marina Landscape, Inc.

MARINA LANDSCAPE, INC.