

EXHIBIT 'A' BID FORM
CITY OF VISALIA, CA

RFB 23-24-33, LANDSCAPE MAINTENANCE OF CITY FACILITIES

In compliance with the City's Notice Inviting Sealed Bids No. 23-24-33 dated: 11/21/24, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, transportation, fuel, appurtenances, and incidentals required to perform Landscape Maintenance Service as set forth in accordance with the specifications, terms and conditions of this Request for Bid, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERS, Scope of Work and all contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that prices bid include all labor, materials, equipment, transportation, fuel, tools, appurtenant expenses, taxes, permits, licenses, royalties, fees and all costs associated with performing the work described in the bidding documents including all exhibits and attachments.

BIDDER hereby agrees to execute a contract and provide insurance and a performance bond within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading weekly certified payrolls to the Labor Commissioner.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that the quantities given on the Bid form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly, or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

The City will determine the lowest bidder by the Lowest Total Bid Amount for Level A Service.

Award will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria required. Resulting contract may be awarded at:

- Level A service for all areas, or
- Level A service for some areas with specific areas at Level B or C Service if deemed appropriate by the City.

BIDDER understands that once contract is awarded, the City reserves the right to further increase or decrease the Level of Service in any area(s) of the Quadrant, which will result in a corresponding increase or decrease to the contract amount as specified in the RFB. The City will provide the Contractor with 30 days advance written notice when Level of Service is being changed.

The City reserves the right to add or delete areas (square footage) from this contract if needed. Any added or deleted areas will cause a price adjustment to contract. Price adjustments will be based on the Contractor's unit price for the Level of Service being provided to the specific area.

Any new areas that may be added shall be maintained to the same standards required by the specifications of the Service Level for that specific area.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

All bids will be checked for accuracy. In the case of discrepancy in amounts bid, the unit cost shall prevail as basis for award.

LANDSCAPE MAINTENANCE OF CITY FACILITIES, PER SPECIFICATIONS OF RFB 23-24-33

Level A Service Service once per week (52 times annually)	Quantity (Sq. Footage)	X	Unit Cost (Monthly)	=	Monthly Price
Turf (including irrigation maintenance)	67,180.04	X	\$ 0.0381232 /sq. ft.	=	\$ 2,581.12 ✓
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	285,655.40	X	\$ 0.0213896 /sq. ft.	=	\$ 6,104.34 ✓
Hardscape (Patios, curbs, gutters, pathways, sidewalks, parking lots, etc)	642,683.90	X	\$ 0.0043309 /sq. ft.	=	\$ 2,783.39
Vegetation (trees, mowing, and weed control)	24,827.64	X	\$ 0.0240638 /sq. ft.	=	\$ 597.45 ✓
Total Monthly for Level A Service					\$ 12,046.30

2,783.40

12,046.31

Alternate Bid Item: Contractor's Hourly Rate	
Applicable only to major repairs or Extra Work as authorized by Project Manager.	\$ 65 per hour

BrightView Landscape Services, Inc. 5213 E Pine Ave, Fresno, CA 93727

Bidding Company's Name Business Address City State Zip

David Moo 11/21/24 David Moo - Business Development Executive

Authorized Signature Date Printed Name of Person Authorized to sign

(951) 406-5904 (925) 734-0769 david.moo@brightview.com

Telephone No. Fax No. Email Address

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO: BL055119
 (A City Business License is not required to submit a bid; however, vendor is required to obtain a City Business License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326)

FEDERAL TAX I.D. NO: 95-2651541

BIDDING CONTRACTOR'S D.I.R. REGISTRATION # 1000005384

BIDDER HAS INCLUDED THE FOLLOWING WITH THIS BID:

10% Bid Guarantee Bond Yes X No _____
 Copy of Pesticide Applicator's License (QAL) Category "B" Yes X No _____
 Copy of Maintenance Gardener Pest Control Business License Yes X No _____

If Bidder is subcontracting this work to any entity holding a Pesticide Applicator's License (QAL category B) and a valid Maintenance Gardener Pest Control Business License. Bidder must properly identify all Subcontractors on the Subcontractor Listing Form submitted at time of bid. All Subcontractors must be DIR Registered and maintain registration in order to perform work under this contract.

Failure to submit the above REQUIRED items may result in disqualification of bid.

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom bidder intends to procure insurance, i.e., describe your insurance coverage, including the name of your carrier.

Company Name	Address	Tel. No.	Contact
Aon Risk Insurances West, Inc.	707 Wilshire Blvd, Los Angeles, CA 90017	(213) 630-3200	Meghan Hanes

REFERENCES

Bidder is to list three (3) accounts as references, complete with locations, that Bidder has maintained for at least three (3) years and are similar in size and characteristics to those listed in this RFB.

1.	City of Davis	Matt Trevino	(530) 760-5577	2017-present
	Company Name	Contact Person	Phone	Length of Contract
	Citywide Landscape Maintenance - Annual Contract Value: \$1,733,779			
	Description and Location of area(s) maintained.			
2.	City of Santa Rosa	James Castro	(707) 543-4517	2019-present
	Company Name	Contact Person	Phone	Length of Contract
	Citywide Landscape Maintenance - Annual Contract Value: \$1,078,056			
	Description and Location of area(s) maintained.			
3.	City of San	Jose Miguel Flores	(408) 202-5415	2014-present
	Company Name	Contact Person	Phone	Length of Contract
	Citywide Landscape Maintenance - Annual Contract Value: \$535,616			
	Description and Location of area(s) maintained.			

SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113 inclusive of the Public Contract Code of the State of California, the undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the consent of the City and the approval of the project manager. If additional space is needed, please attach on a separate sheet of paper.

1. NA - BrightView to perform all work

 Name Address Email

_____ CSLB # Expires Trade DIR Registration #

2. NA - BrightView to perform all work

 Name Address Email

_____ CSLB # Expires Trade DIR Registration #

3. NA - BrightView to perform all work

 Name Address Email

_____ CSLB # Expires Trade DIR Registration #

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)**

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: BrightView Landscape Services, Inc. Business Address: 5213 E Pine Ave, Fresno, CA 93727

Signature:  Date: 11/21/24

Name of Signing Official (Print or Type): David Moo

Title of Signing Official: Business Development Executive Company Seal (if any): _____

**CERTIFICATE OF NONSEGREGATED FACILITIES
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
 - (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
 - (b) Retain such certifications in its files; and
 - (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: BrightView Landscape Services, Inc.

Business Address: 5213 E Pine Ave, Fresno, CA 93727

Signature:  Date: 11/21/24

Name of Signing Official (Print or Type) : David Moo

Title of Signing Official: Business Development Executive Company Seal (if any):

BID GUARANTEE

Known all men by these presents:

That we, BRIGHTVIEW LANDSCAPE SERVICES, INC. as principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as surety, are held and firmly bound unto the City of Visalia (obligee) in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten (10%) Percent of the Total Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at City of Visalia, CA on 11/21/2024 for improvement of

Invitation to Bid No. 23-24-33

Project: Landscape Maintenance of City Facilities in Visalia, CA

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of 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 effect.


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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

30th day of October, 2024

Company (Principal): BRIGHTVIEW LANDSCAPE SERVICES, INC.

Business Address: 5213 E Pine Ave. Fresno, CA 93727

Signature:  Date: 10/30/2024

Name of Signing Official: Meghan Hanes Title: Attorney-in-Fact

Company Seal (if any):

Company (Surety): FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Business Address: 1299 Zurich Way, Schaumburg, IL 60196-1056

Signature:  Date: 10/30/2024

Name of Signing Official: Vanessa Fong Title: Attorney-in-Fact

Company Seal (if any):

Note: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE 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 Los Angeles

On 10/30/24 before me, Becky Gomez, Notary Public, personally appeared Meghan Hanes 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

Becky Gomez

Signature of Notary Public

Limited Power-of Attorney

BrightView Holdings, Inc. of 980 Jolly Road, Blue Bell, PA 19422, Federal Employer Tax Identification Number 46-4190788, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon plc ("Aon"), as identified below, its true and lawful attorney-in fact, only upon BrightView's prior written consent, to execute and apply a corporate seal to all surety bonds issued on behalf of each of the subsidiaries of BrightView Holdings, Inc. listed on Exhibit A attached hereto:

Aon Employee

Los Angeles
Meghan Hanes
Samantha Russell
Tracy Aston
Vanessa Fong

Philadelphia
George Gionis
Sara Owens
Sean Dent

New York
Frances Rodriguez
Franceca Kazmierczak

Chicago
Jennifer L. Jakaitis
Nicholas Kertesz

Aon Subsidiary

Aon Risk Services West, Inc.

Aon Risk Services Northeast, Inc.

Aon Risk Services Northeast, Inc.


Aon Risk Services Central, Inc.

This Power-of-Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days written notice.

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained therein.

Dated: March 24, 2023

By 
Name: LOUAY H. KHATIB
Title: CHIEF ACCOUNTING OFFICER

Sworn to and subscribed before me
this 24th day of March, 2023.


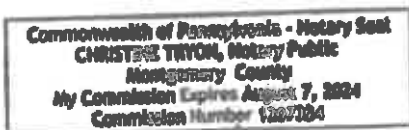


Exhibit A

BrightView Landscape Services, Inc. (California)
BrightView Landscape Services, Inc. (Texas)
BrightView Landscape Services, Inc. (Arizona)
BrightView Landscape Services, Inc. (Colorado)
BrightView Landscape Services, Inc. (Florida)
BrightView Landscape Services, Inc. (Georgia)
BrightView Landscape Services, Inc. (Nevada)
BrightView Landscapes, LLC
BrightView Tree Care Services, Inc.
BrightView Golf Maintenance, Inc.

CALIFORNIA ALL-PURPOSE 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 Los Angeles

On 10/30/24 before me, Becky Gomez, Notary Public, personally appeared Vanessa Fong 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 Becky Gomez
Signature of Notary Public

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30 day of October, 2024



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

David Moo, being first duly sworn, deposes and says that he or she is Business Development Executive of BrightView Landscape Services, Inc. the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: BrightView Landscape Services, Inc.
Business Address: 5213 E Pine Ave, Fresno, CA 93727
Signature: [Handwritten Signature]
Name of Signing Official: David Moo
Title of Signing Official: Business Development Executive Date: 11/18/24
Company Seal (if any):

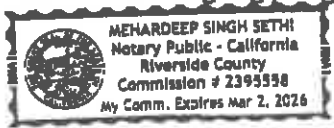
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of RIVERSIDE

On this 18th day of NOV 2024 before me, MEHARDEEP SINGH SETHI, a Notary Public, personally appeared David Moo, 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] (Seal)



**WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 under this contract.

Company: BrightView Landscape Services, Inc.

Business Address: 5213 E Pine Ave, Fresno, CA 93727

Signature: 

Name of Signing Official: David Moo

Title of Signing Official: Business Development Executive

Date: 11/21/24

Company Seal (if any): _____

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: BrightView Landscape Services, Inc.

Business Address: 5213 E Pine Ave, Fresno, CA 93727

Signature: 

Name of Signing Official: David Moo

Title of Signing Official: Business Development Executive

Date: 11/21/24

Company Seal (if any):

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

BrightView Landscape Services, Inc.

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

5213 E. Pine Ave., Fresno, CA 93727

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Dale Asplund - President/CEO

Brett Urban - Vice President

Jonathan Gottsegen - Secretary

Tony Riegel - Treasurer

Enrico Marogna - Senior Vice President

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members,

https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES: _____ NO: X. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

BrightView Landscape Services, Inc.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company




Signature of Company Authorized Individual

David Moo - Business Development Executive

Print or Type Name of Authorized Individual

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-83)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME BrightView Landscape Services, Inc.	FEDERAL ID NUMBER 95-2651541
BY(Authorized Signature) 	DATE EXECUTED 11/21/24
PRINTED NAME OF PERSON SIGNING David Moo	TELEPHONE NUMBER (Include Area Code) (951) 406-5904
TITLE OF PERSON SIGNING Business Development Executive	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 5213 E Pine Ave, Fresno, CA 93727	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until 36 months later (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

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 persons 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 institution 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 over the life of the contract (up to 5 years).

Signature:  Printed Name: David Moo

Title: Business Development Executive Agency Name: BrightView Landscape Services, Inc.

Date: 11/21/24

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 eligibility to bid on contracts for three years.



State of California

Department of Industrial Relations

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Contractor

Contractor business email

julianne.seesley@brightview.com

Contractor dba name

Contractor capex eff date

2024-07-01

Contractor entity number

C0597424

Contractor first name

Julianne

Contractor ID

1000003364

Contractor mailing city

San Fernando

Contractor last name

Seesley

Contractor mailing state

CA

Contractor mailing address2

Contractor mailing zip

91140

Contractor physical address1

13691 W Vaughn St

Contractor physical city

San Fernando

Contractor physical address2

Contractor physical state

CA

Contractor source

legacy-pwcr

Contractor physical zip

91140

Contractor wc start date

2023-10-01

Contractor certify date

2024-06-13

Contractor wc exp date

2024-10-01

Contractor company type

Corporation

Contractor lic policy number

C5068541A

Contractor craft legacy

Landscape

Contractor wc selection

insured by carrier

Contractor craft index

Contractor legal entity name

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Contractor creation/exp date

2023-05-30

Contractor mailing address1

13691 W Vaughn St

Contractor date deactivated

Contractor wc carrier

Brightview Landscape Services, Inc.



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



License Number 266211

Entity CORP

Business Name BRIGHTVIEW LANDSCAPE SERVICES INC DBA BRIGHTVIEW LANDSCAPE SERVICES

Classification C27 A

Expiration Date 03/31/2026

www.csib.ca.gov



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



License Number 863659

Entity CORP

Business Name BRIGHTVIEW TREE CARE SERVICES INC DBA COMMERCIAL TREE CARE

Classification C27 C81/D49

Expiration Date 08/30/2025

www.csib.ca.gov





CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2023
EXPIRES: December 31, 2024

**Pest Control Business - Branch
LICENSE**

LICENSE NO. 45669

Invalid if insurance and/or qualified persons lapse before expiration date.



Mailing Address:

BRIGHTVIEW LANDSCAPE SERVICES, INC
27001 AGOURA RD SUITE 350
CALABASAS, CA 91301

Business Location

BRIGHTVIEW LANDSCAPE SERVICES, INC
6213 E PINE AVE
FRESNO, CA 93727

**POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE**

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

**Department of Pesticide Regulation
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015**



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 117339
Category: B

EXPIRES: 12/31/2025
Issued: 1/1/2024

LOUIS MACIAS
2623 BURLINGAME AVE
CLOVIS, CA 93611



This License must be shown to any representatives of the Director or
Manufacturer upon request.



**REQUEST FOR BIDS RFB 23-24-33
ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE OF CITY FACILITIES**

ADDENDUM NO. 1

Issued: Wednesday, November 13, 2024

Bids Due: Thursday, November 21, 2024 at 2:00 P.M.

This Addendum is being issued to provide responses to questions and to confirm wages. This addendum becomes part of the RFB 23-24-33 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: Are hardscape areas to be blown weekly?

R1: Yes, hardscape should be blown weekly.

Q2: When would Level A Services be changed to another level?

R2: Reductions to the levels of service will be requested by the facility managed department to the Urban Forestry Division. The Urban Forestry Division will then initiate the contract change with the winning bidder. Currently all facilities are at a Level A service.

Q3: How often should planters be cleared from debris?

R3: Attached below is the language directly from RFB 23-24-33 Scope of Services.

All debris from trimming of plant material will be removed from beds, hauled off, and disposed of immediately and appropriately. Fallen leaf material shall be removed from planter areas and off the plants on a monthly basis to allow for proper growth of the plants.

Leaves in planter areas shall be removed on a monthly basis. In addition, during seasonal drop, leaves will need to be removed off of walkways as needed for safety. Fallen leaf material shall be removed off the plants regularly to allow for proper plant growth.

Q4: How often should the area where buses park be blown, every week?

R4: The area should be blown off at the intervals established by the Level of Service.

Q5: When does the City's tree contractor go out to trim the trees?

R5: Trees are pruned by the City's tree contractor as requested by the managing department and as funding allows. The Urban Forestry Division will make recommendations to City departments on the need for tree pruning at the various facilities.

Q6: If a tree limb falls, can contractor charge extra if called out to haul off the tree limb?

R6: The contractor can charge for CALL BACKS to remove and haul off down tree limbs.

Q7: Can the contractor charge extra if called out to pick up extra items such as tires/trash?

R7: The contractor can charge for calls to clean up ILLEGAL DUMPING to remove and haul off large quantities of trash and other debris.

- Q8:** When performing work at the K9 training facility, there are times where we go out and they are training. Can we skip for the week?
- R8:** If the facility is in use the facility can be skipped, but the contractor shall contact the Urban Forestry Division immediately to work with Visalia Police Department to identify a maintenance schedule that does not conflict with facility events.
- Q9:** Sometimes we get complaints about dust on cars when blowing parking areas. Should we not blow near cars?
- R9:** Cars should be avoided while blowing to keep debris from being blown on vehicles.
- Q10:** Are we required to bid on the entire list of facilities? Or can we pick and choose which areas we would like to bid on?
- R10:** The contractor is required to bid on all facilities and cannot pick and choose facilities to bid on.
- Q11:** What is the current breakdown on price?
- R11:** The current pricing is listed below. The current contract is a temporary month to month contract and the scope of work (services) is not the same as the scope of work for RFB 23-24-33, which has been updated.

City Facilities – Temporary Month to Month Contract Awarded to JCS Land Management					
Level A Service Service once per week (52 times annually)	Quantity (Sq. Footage)	X	Unit Cost (Monthly)	=	Monthly Price
Turf (including irrigation maintenance)	67,180.04	X	\$0.019/ sq. ft.	=	\$1,276.42
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	281,475.40	X	\$0.02/ sq. ft.	=	\$5,629.51
Vegetation (trees, mowing, and weed control)	24,827.64	X	\$0.01118/ sq. ft.	=	\$277.57
Hardscape (Patios, curbs, gutters, pathways, sidewalks, parking lots, etc)	584,136.42	X	\$0.00417/ sq. ft.	=	\$2,435.85
Total Monthly for Level A Service					\$9,619.35

ITEM 2: PREVAILING WAGES

Prevailing wages were checked on Tuesday, November 12, 2024. There were no updates to the state wages. State wages originally posted with this RFB remain in effect.

END OF ADDENDUM NO. 1

City Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: Bright View Landscape Services, Inc. Date: 11/21/24

By: [Signature]
Bidder's Signature