



2/27/25

**VIA E-MAIL**

City of Newport Beach  
100 Civic Center Dr.  
Newport Beach, CAS 92660

**RE: Superb Engineering, Inc.'s Protest of The Davey Tree Expert Company and EMTS, Inc.  
Project: –Irrigation Controller Replacement Phase 2**

To Whom It May Concern:

On behalf of Superb Engineering, we formally submit this protest regarding the bid results for the Irrigation Controller Replacement Phase 2 project. Based on our review of the qualifications submitted by the two lowest bidders, The Davey Tree Expert Company and EMTS, Inc. dba Elite Maintenance & Tree Services, we respectfully challenge their experience in meeting the project's specific requirements.

**I. The Davey Tree Expert Company – Lack of Relevant Experience**

The Davey Tree Expert Company provided the following project experience:

1. City of Manassas Park Downtown – Landscape removal, utility infrastructure coordination, and revegetation.
2. Fairfax County Government, VA – Tree services, vegetation management, and watershed vegetation.
3. University of California – San Francisco – Fire mitigation and vegetation management BMPs.
4. City of Pacifica Tree Vegetation Management – Tree and vegetation management.
5. Emergency Response – Hurricane Storm Damage – Emergency assistance for storm damage in Texas.
6. Loudoun Water Authority Infrastructure Assistance – Municipal stormwater management.

The above-listed projects do not demonstrate specific experience in *purchasing and installing Toro DXI Central Irrigation Controllers with Laguna software*, which is a critical requirement of this contract. The projects described primarily focus on vegetation management, tree services, and stormwater infrastructure—none of which establish their ability to successfully execute this specialized irrigation installation work. We request that the City of Newport Beach conduct a further review of their qualifications and direct experience with irrigation control systems of this nature.

Additionally, we request the City investigate the number of arbitrations, lawsuits, and settlements they disclosed on page 20 of their bid submittal. This may indicate prior challenges in project execution, which could impact their ability to complete this project successfully and within the City's expectations.

**P.O. Box 3036 - Beaumont, CA 92223 – 909-262-4626**

**Lic. No. 1074243**



II. EMTS, Inc. – Public Project Experience Deficiency  
EMTS, Inc. provided the following project experience:

1. Clovis Community Hospital Landscape Improvements
2. Disneyland Parking Lot Improvements
3. Quail Lakes (\$35K contract, while the requirement was for projects of \$150K or more)
4. San Joaquin Country Club Renovations
5. Seefried – DSJ5 – Fresno
6. Logistic Center at Fairfield – Project No. 21506

While these projects include landscaping improvements, they appear to have been performed for private entities rather than public agencies. Given that the Irrigation Controller Replacement Phase 2 project is a public works contract for the City of Newport Beach, prior public agency experience is a critical factor in ensuring compliance with public contract codes, prevailing wage requirements, and municipal project management standards.

We respectfully request that the City review whether EMTS, Inc. has demonstrated prior successful completion of public sector irrigation control projects of similar scope and complexity.

III. Superb Engineering – The More Qualified Bidder

Superb Engineering specializes in public works construction projects, particularly those involving irrigation system installations. Our extensive experience in public agency projects ensures our ability to meet contract specifications, adhere to municipal standards, and successfully deliver this project.

IV. Request for Review and Action

Based on the concerns outlined above, we formally request the City of Newport Beach to:

1. Further investigate whether The Davey Tree Expert Company has sufficient direct experience in installing Toro DXI Central Irrigation Controllers with Laguna software and review the litigation history they disclosed.
2. Verify whether EMTS, Inc. has completed comparable public agency projects of similar scope to demonstrate the ability to comply with municipal contract requirements.
3. Reconsider the award in favor of a contractor with proven expertise in public works construction rather than maintenance-focused firms.

We appreciate your time and consideration of this matter and look forward to your response. Please let us know if any additional information is needed.

Sincerely,  
Estela Candelario  
President  
Superb Engineering  
(909) 269-2333

**P.O. Box 3036 - Beaumont, CA 92223 – 909-262-4626**

**Lic. No. 1074243**

# CITY OF NEWPORT BEACH

## NOTICE INVITING BIDS

Sealed bids shall be submitted electronically via PlanetBids to office of the City Clerk,  
**100 Civic Center Drive, Newport Beach, CA 92660**  
before **2:00 PM** on the **12** day of February, 2025,  
at which time such bids shall be opened and read for

### IRRIGATION CONTROLLER REPLACEMENT PHASE 2

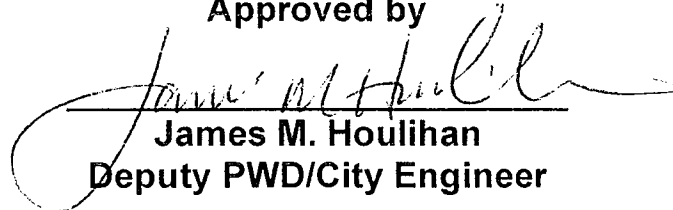
Contract No. 9735-1

**\$425,000.00**

Project Estimate



Approved by

  
**James M. Houlihan**  
Deputy PWD/City Engineer

Prospective bidders may obtain Bid Documents, Project Specifications and Plans  
via PlanetBids:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22078>

*Contractor License Classification(s) required for this project: Minimum "B",  
"C27", AND/OR a "C10"*

For further information, call Kevin Pekar, Project Manager at (949) 644-3069

BID INFORMATION IS AVAILABLE ON THE CITY WEBSITE:  
<https://www.newportbeachca.gov/government/data-hub/online-services/bids-rfps-vendor-registration>

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**TABLE OF CONTENTS**

NOTICE INVITING BIDS.....Cover

INSTRUCTIONS TO BIDDERS ..... 3

BIDDER'S BOND ..... 6

DESIGNATION OF SUBCONTRACTOR(S) ..... 9

TECHNICAL ABILITY AND EXPERIENCE REFERENCES..... 10

NON-COLLUSION AFFIDAVIT ..... 14

DESIGNATION OF SURETIES ..... 15

CONTRACTOR'S INDUSTRIAL SAFETY RECORD ..... 16

ACKNOWLEDGEMENT OF ADDENDA ..... 18

INFORMATION REQUIRED OF BIDDER..... 19

NOTICE TO SUCCESSFUL BIDDER ..... 22

PROPOSAL ..... PR-1

## City of Newport Beach

### IRRIGATION CONTROLLER REPLACEMENT PHASE 2

#### Contract No. 9735-1

#### INSTRUCTIONS TO BIDDERS

1. The following documents shall be completed, executed, uploaded and received by the City Clerk via *PlanetBids* in accordance with NOTICE INVITING BIDS:

INSTRUCTIONS TO BIDDERS

BIDDER'S BOND (*Original copies must be submitted to the City Clerk's Office in Sealed Envelope before the bid opening*)

DESIGNATION OF SUBCONTRACTORS ACKNOWLEDGEMENT (*Subcontractor information to be submitted via PlanetBids*)

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

INFORMATION REQUIRED OF BIDDER

ALL ADDENDA TO PLANS AND SPECIFICATIONS AS ISSUED BY AGENCY PRIOR TO BID OPENING DATE (if any; *Contractor shall confirm via PlanetBids*)

TECHNICAL ABILITY AND EXPERIENCE REFERENCES

NON-COLLUSION AFFIDAVIT

DESIGNATION OF SURETIES

PROPOSAL ACKNOWLEDGEMENT (*Line Items to be completed via PlanetBids*)

The City Clerk's Office will open and read the bid results from PlanetBids immediately following the Bid Opening.

The Bid Results are immediately available to the public via PlanetBids following the Bid Opening Date (Bid Due Date). Members of the public who would like to attend this reading may go to Bay E, 2<sup>nd</sup> Floor of the Civic Center (Located at 100 Civic Center Dr.)

2. Cash, certified check or cashier's check (sum not less than 10 percent of the total bid price) may be received in lieu of the BIDDER'S BOND. The title of the project and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents. Original copies must be submitted to the City Clerk's Office *before the Bid Opening*.
3. The City of Newport Beach will not permit a substitute format for the Contract Documents listed above. Bidders are advised to review their content with bonding and legal agents prior to submission of bid.
4. BIDDER'S BOND shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, and (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570. The successful bidder's security shall be held until the Contract is executed. *Original, sealed copies must be submitted to the City Clerk's Office before the Bid Opening*. The title of the project, Contract Number and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents.
5. The estimated quantities indicated in the PROPOSAL are approximate and are given solely to allow the comparison of total bid prices.
6. Bids are to be computed upon the estimated quantities indicated in the PROPOSAL multiplied by unit price submitted by the bidder. In the event of discrepancy between wording and figures,

bid wording shall prevail over bid figures. In the event of error in the multiplication of estimated quantity by unit price, the correct multiplication will be computed and the bids will be compared with correctly multiplied totals. The City shall not be held responsible for bidder errors and omissions in the PROPOSAL.

7. The City of Newport Beach reserves the right to reject any or all bids and to waive any minor irregularity or informality in such bids. The City may request clarification on any information contained in a bid. The City may consider the qualifications of the proposers and whether the bids comply with the prescribed requirements. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities shall be permitted in substitution of money withheld by the City to ensure performance under the contract. The securities shall be deposited in a state or federal chartered bank in California, as the escrow agent.
8. In accordance with the California Labor Code (Sections 1770 *et seq.*), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the contract. A copy of said determination is available by calling the prevailing wage hotline number **(415) 703-4774** and requesting one from the Department of Industrial Relations. All parties to the contract shall be governed by all provisions of the California Labor Code – including, but not limited to, the requirement to pay prevailing wage rates (Sections 1770-7981 inclusive). A copy of the prevailing wage rates shall be posted by the Contractor at the job site.
9. The Contractor shall be responsible for insuring compliance with provisions of Section 1777.5 of the Labor Code Apprenticeship requirements and Section 4100 *et seq.* of the Public Contracts Code, “Subletting and Subcontracting Fair Practices Act”.
10. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
11. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
12. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. All documents shall bear signatures and titles of persons authorized to sign on behalf of the bidder. For corporations, the signatures shall be of a corporate officer or an individual authorized by the corporation. For partnerships, the signatures shall be of a general partner. For sole ownership, the signature shall be of the owner.
14. Pursuant to Public Contract Code section 9204, for any demand by contractor, whether on behalf of itself or a subcontractor that lacks privity of contract with the City but has requested that contractor proceed on its behalf, sent by registered mail or certified mail return receipt requested for a time extension, payment by the City for money or damages arising from work done by, or on behalf of, the contractor and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or for payment of an amount that is disputed by the City, the following is a summary of the claims resolution process to be applied:

- A. The City shall review the claim and, within 45 days, shall provide a written statement identifying the portions of the claim that are disputed and undisputed. This time period may be extended by mutual agreement. The claimant shall furnish all reasonable documentation to support the claim. If the City needs approval from its City Council to provide the written statement and the City Council does not meet within the prescribed time period, the City shall have up to 3 days following the next regular meeting of the City Council to provide the written statement. Payment of the undisputed portion of the claim shall be made within 60 days after the City issues its written statement.
- B. If the claimant disputes the City's written statement or if the City does not issue a written statement in the prescribed time period, the claimant may demand in writing an informal meet and confer conference, which shall be scheduled within 30 days of receipt of claimant's demand.
- C. Within 10 business days of the meet and confer conference, if a dispute remains, the City shall provide a written statement identifying the portion of the claim that remains in dispute and the undisputed portion. The City shall pay any remaining amount of the undisputed portion within 60 days. Any disputed portion of the claim shall be submitted to nonbinding mediation or similar nonbinding process, with the City and claimant sharing the costs equally and agreeing to a mediator within 10 business days. If the parties cannot timely agree on a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the remaining disputed portion. If mediation is unsuccessful, any remaining disputed portion shall be addressed using procedures outside of Public Contract Code section 9204.
- D. Failure by the City to meet the time requirements herein shall result in the claim being rejected in its entirety and shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

The signature below represents that the above has been reviewed.

694001 C27, C61, D49  
Contractor's License No. & Classification

*Paul Kovacik* Managing Consultant  
Authorized Signature/Title

BT30083744      Ex: 2/28/2025  
DIR Registration Number & Expiration Date

February 12, 2025  
Date

The Davey Tree Expert Company  
Bidder

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**BIDDER'S BOND**

We, the undersigned Principal and Surety, our successors and assigns, executors, heirs and administrators, agree to be jointly and severally held and firmly bound to the City of Newport Beach, a charter city, in the principal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid and forfeited to the City of Newport Beach if the bid proposal of the undersigned Principal for the construction of **IRRIGATION CONTROLLER REPLACEMENT PHASE 2, Contract No. 9735-1** in the City of Newport Beach, is accepted by the City Council of the City of Newport Beach and the proposed contract is awarded to the Principal, and the Principal fails to execute the Contract Documents in the form(s) prescribed, including the required bonds, and original insurance certificates and endorsements for the construction of the project within thirty (30) calendar days after the date of the mailing of "Notification of Award", otherwise this obligation shall become null and void.

If the undersigned Principal executing this Bond is executing this Bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

Witness our hands this \_\_\_12th\_\_\_ day of \_\_\_\_\_ February \_\_\_\_\_, **2025**.

\_\_\_\_\_  
Name of Contractor (Principal)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Telephone

**Refer to Bond Attachment**

**(Notary acknowledgment of Principal & Surety must be attached)**



**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~~ Ohio  
County of Portage } ss.  
On February 12, 2025 before me, Jamie McMullen  
Notary Public, personally appeared Michael Veney,  
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 signatures(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.

Jamie McMullen  
Signature



Jamie McMullen  
Notary Public, State of Ohio  
My Commission Expires:  
August 15, 2027

**OPTIONAL INFORMATION**

Date of Document \_\_\_\_\_ Thumbprint of Signer \_\_\_\_\_

Type or Title of Document \_\_\_\_\_

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

Type of Satisfactory Evidence:  
 \_\_\_\_\_ Personally Known with Paper Identification  
 \_\_\_\_\_ Paper Identification  
 \_\_\_\_\_ Credible Witness(es)

Capacity(ies) claimed by Signer(s):  
 \_\_\_\_\_ Trustee  
 \_\_\_\_\_ Power of Attorney  
 \_\_\_\_\_ CEO / CFO / COO  
 \_\_\_\_\_ President / Vice-President / Secretary / Treasurer  
 \_\_\_\_\_ Other: \_\_\_\_\_

Other Information: \_\_\_\_\_

Check here if no thumbprint or fingerprint is available.

**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 \_\_\_\_\_ } ss.

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 signatures(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

(seal)

**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 \_\_\_\_\_ } ss.

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 signatures(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

(seal)

City of Newport Beach

IRRIGATION CONTROLLER REPLACEMENT PHASE 2

Contract No. 9735-1

DESIGNATION OF SUBCONTRACTOR(S) - AFFIDAVIT

State law requires the listing of all subcontractors who will perform work in an amount in excess of one-half of one percent of the Contractor's total bid. If a subcontractor is not listed, the Contractor represents that he/she is fully qualified to and will be responsible for performing that portion of the work. Substitution of subcontractors shall be made only in accordance with State law and/or the Standard Specifications for Public Works Construction, as applicable.

Pursuant to Public Contract Code Section 22300 appropriate securities may be substituted for any monies to be withheld to ensure performance under the Contract.

The Bidder, by signing this designation, certifies that bids from the subcontractors as listed in the Bidder's electronic bid have been used in formulating the bid for the project and that these subcontractors will be used subject to the approval of the Engineer and in accordance with State law. No changes may be made in these subcontractors except with prior approval of the City of Newport Beach. Bidders must also include DIR registration numbers for each subcontractor.

The Davey Tree Expert Company  
Bidder

Paul Kovacic Managing Consultant  
Authorized Signature/Title

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**TECHNICAL ABILITY AND EXPERIENCE REFERENCES**

**Contractor must use this form!!! Please print or type.**

Bidder's Name The Davey Tree Expert Company

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$150,000, provide the following information:

**No. 1**

Project Name/Number City of Manassas Park Downtown - Landscape Redesign

Project Description Landscape removal, utility infrastructure coordination, revegetation

Approximate Construction Dates: From Spring 2024 To: Fall 2024

Agency Name Department of Transportation

Contact Person Steven Hall Telephone ( ) 703-335-8800

Original Contract Amount \$180,000 Final Contract Amount \$ 220,000

If final amount is different from original, please explain (change orders, extra work, etc.)

Change order due to additional request by the municipality

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

**No. 2**

Project Name/Number Fairfax County Government VA

Project Description Tree Services, Vegetation Management, Watershed Vegetation

Approximate Construction Dates: From 2020 To: March 2025

Agency Name Park Authority

Contact Person Patrick Thompson Telephone ( ) 703-408-7913

Original Contract Amount \$ 800,000 Final Contract Amount \$ 1,250,000 +/-

If final amount is different from original, please explain (change orders, extra work, etc.)

Change order due to diversification of portfolio, including work on PL 566 projects for water quality protection

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

**No. 3**

Project Name/Number University of California - San Francisco

Project Description Fire Mitigation and Vegetation Management BMPS

Approximate Construction Dates: From 2022 To: Ongoing

Agency Name University of California

Contact Person Morgan Vaisset - Fauvel Telephone ( ) 415-653-9629

Original Contract Amount \$ 357,150 Final Contract Amount \$ 700,000 +/-

If final amount is different from original, please explain (change orders, extra work, etc.)

Change orders based on additional request - fire protection/mitigation

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

**No. 4**

Project Name/Number City of Pacifica Tree Vegetation Mgt.

Project Description Tree and Vegetation Care

Approximate Construction Dates: From 2021 To: 2023

Agency Name Pacifica Public Works Department

Contact Person Gino Assereto Telephone ( ) 650-738-3760

Original Contract Amount \$ 150,000 Final Contract Amount \$ 150,000

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

**No. 5**

Project Name/Number Emergency Response - Hurricane Storm Damage

Project Description Special Taxing District, Woodlands Township, TX Emergency Assistance

Approximate Construction Dates: From Summer 2024 To: Fall 2024

Agency Name Parks and Recreation Department - The Woodlands

Contact Person Mitch Hall Telephone ( ) 281-210-3908

Original Contract Amount \$ Hourly Final Contract Amount \$ 400,000 +/-

If final amount is different from original, please explain (change orders, extra work, etc.)

Rates based on hourly emergency response, time, material and mobilization

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

**No. 6**

Project Name/Number Loudoun Water Authority Infrastructure Assistance

Project Description Municipal Stormwater Management

Approximate Construction Dates: From 2020 To: Ongoing

Agency Name Loudoun Water (Authority of County)

Contact Person Scott Robinson Telephone ( ) 571-291-7941

Original Contract Amount \$ Varies Final Contract Amount \$ Ongoing \$150,000

If final amount is different from original, please explain (change orders, extra work, etc.)

Open Contract based on service request

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

Attach additional sheets if necessary.

**Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.**

Upon request, the Contractor shall attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

The Davey Tree Expert Company  
Bidder

Paul Kovacic Managing Consultant  
Authorized Signature/Title

City of Newport Beach

IRRIGATION CONTROLLER REPLACEMENT PHASE 2

Contract No. 9735-1

NON-COLLUSION AFFIDAVIT

State of ~~California~~ Ohio )  
 ) ss.  
County of \_\_\_\_\_ )

Michael Veney, being first duly sworn, deposes and says that he or she is Director, Dairy Institute of The Dairy Trade Export Co, 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 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.

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

Michael Veney  
Bidder

[Signature] Director  
Authorized Signature/Title

Subscribed and sworn to (or affirmed) before me on this 12<sup>th</sup> day of February 2025

by Michael Veney, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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

[Signature]  
Notary Public

[SEAL]

My Commission Expires: 8-15-27



Jamie McMullen  
Notary Public, State of Ohio  
My Commission Expires:  
August 15, 2027



**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**DESIGNATION OF SURETIES**

Bidder's name \_\_\_\_\_ The Davey Tree Expert Company

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

Marsh USA

Old Republic Insurance Co.

First Federal Insurance Co.

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**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD  
TO ACCOMPANY PROPOSAL**

Bidder's Name           The Davey Tree Expert Company - 165068          

Record Last Five (5) Full Years  
Current Year of Record

	Current Year of Record <b>2024</b>	Record for <b>2023</b>	Record for <b>2022</b>	Record for <b>2021</b>	Record for <b>2020</b>	Record for <b>2019</b>	Total
No. of contracts	11	9	9	N/A	N/A	N/A	29
Total dollar Amount of Contracts (in Thousands of \$)	6,200,000	2,900,000	700,000				
No. of fatalities	0	0	0	0	0	0	0
No. of lost Workday Cases	0	0	0	0	0	0	0
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder The Davey Tree Expert Company  
 Business Address: 1500 N. Mantua St. Kent, Ohio 44240  
 Business Tel. No.: 330-673-9511  
 State Contractor's License No. and  
 Entity Type: 694001 C27,C61,D49  
 Title Managing Consultant

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of Paul Kovacic  
 bidder \_\_\_\_\_  
 Date February 12, 2025  
 Title Managing Consultant  
 \_\_\_\_\_  
 Signature of  
 bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of  
 bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of  
 bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_

**Signature Requirements:** If bidder is an individual, name and signature of individual must be provided, if doing business under a fictitious name, the fictitious name must be set fort along with the County. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or if fewer than all of the partners/joint ventures submit with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal, or submit with evidence of authority to act on behalf of the corporation. All must be acknowledged before a Notary Public, who must certify that such individuals, partners/joint ventures, or officers were proven on the basis of satisfactory evidence to be the persons whose name are subscribed to and acknowledged that they executed the same in their authorized capacities.

**[NOTARY ACKNOWLEDGMENT and CORPORATE SEAL MUST BE ATTACHED]**

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**ACKNOWLEDGEMENT OF ADDENDA**

Bidder's name           The Davey Tree Expert Company          

The bidder shall signify receipt of all Addenda here, if any, and attach executed copy of addenda to bid documents:

Addendum No.	Date Received	Signature
N/A	February 12, 2025	<i>Paul Kovacik</i>

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**INFORMATION REQUIRED OF BIDDER**

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: The Davey Tree Expert Company

Business Address: 1500 N. Mantua St. Kent, Ohio 44240

Telephone and Fax Number: 330-673-9511

California State Contractor's License No. and Class: 694001 C27, C61, D49  
(REQUIRED AT TIME OF AWARD)

Original Date Issued: 8-8-1994 Expiration Date: 8-31-2026

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Jason McIntyre Consultant

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
Andrew Chase	Senior Consultant	5601 Eastgate Drive San Diego, CA 92121	520-275-7350
Jason McIntyre	Consultant	5601 Eastgate Drive San Diego, CA 92121	951-375-6523
Paul Kovacik	Managing Consultant	1500 N. Mantua St. Kent, Ohio 44240	715-892-2813

Corporation organized under the laws of the State of Ohio

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

---

None

---

All company, corporate, or fictitious business names used by any principal having interest in this proposal are as follows:

---

Davey, Davey Commercial Landscape Services, Lewis Tree Service - a Davey Company, Davey Tree Surgery Company

---

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with public agencies in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

Yes. We are party to a number of arbitrations, lawsuits, and settlements arising out of the normal course of business. We assess our liabilities and contingencies in connection with outstanding legal proceedings utilizing the latest information available. Where it is probable that we will incur a loss and the amount of loss can be reasonably estimated, we record a liability in our consolidated financial statements and disclose it in our filings with the Securities Exchange Commission. These legal accruals may be increased or decreased to reflect any relevant developments on a quarterly basis. Where a loss is not probable or the amount of loss is not estimable, we do not record an accrual, consistent with applicable accounting guidance.

---

Briefly summarize the parties' claims and defenses;

---

Please refer to the statement in the above line.

---

Have you ever had a contract terminated by the owner/agency? If so, explain.

---

We are not aware of any contract that Davey Tree was terminated from in the City of Newport Beach

---

Have you ever failed to complete a project? If so, explain.

Davey was founded in 1880 and has operations throughout the United States and Canada. In the normal course of business, it is likely that there have been instances where we have failed to complete a project.

For any projects you have been involved with in the last 5 years, did you have any claims or actions by any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)? Yes / No

Davey is a roughly \$1.5 billion dollar employee owned company that employs over 10,000 employees throughout the United States and Canada. Thus, we are party to a number of lawsuits and investigations arising out of the normal course of business which can result in penalties by local, state and federal agencies to ensure compliance with labor and employment laws and regulations, including but not limited to the National Labor Relations Act and the Civil Rights Act of 1964.

Are any claims or actions unresolved or outstanding? Yes / No

If yes to any of the above, explain. (Attach additional sheets, if necessary)

Yes. We are party to a number of claims and actions arising out of the normal course of business. We assess our liabilities and contingencies in connection with outstanding legal proceedings utilizing the latest information available. Where it is probable that we will incur a loss and the amount of loss can be reasonably estimated, we record the liability in our consolidated financial statements and disclose it in our filings with the Securities Exchange Commission. These legal accruals may be increased or decreased to reflect any relevant developments on a quarterly basis. Where a loss is not probable or the amount of loss is not estimable, we do not record an accrual, consistent with applicable accounting guidance.

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

PAT COVEY

(Print name of Owner or President of Corporation/Company)

Michael Vevey

Bidder

[Signature]

Authorized Signature/Title

Director, DAVY INSTITUTE

Title

2-12-2025

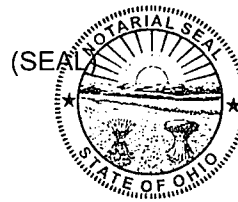
Date

On February 12<sup>th</sup> 2025 before me, Jamie McMullen Notary Public, personally appeared Michael Vevey, 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.

Jamie McMullen  
Notary Public in and for said State OHIO



Jamie McMullen  
Notary Public, State of Ohio  
My Commission Expires:  
August 15, 2027

My Commission Expires: 8-15-27

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**NOTICE TO SUCCESSFUL BIDDER**

The following Contract Documents shall be executed and delivered to the Engineer within ten (10) days (not including Saturday, Sunday and Federal holidays) after the date shown on the "Notification of Award" to the successful bidder:

- CONTRACT WITH REQUIRED INSURANCE CERTIFICATES AND ENDORSEMENTS
- LABOR AND MATERIALS PAYMENT BOND
- FAITHFUL PERFORMANCE BOND

The City of Newport Beach will not permit a substitute format for these Contract Documents. Bidders are advised to review their content with bonding, insuring and legal agents prior to submission of bid. **Original Certificate(s) of Insurance, General Liability Insurance Endorsement, and Automobile Liability Insurance Endorsement shall be provided as required by the Contract documents and delivered to the Public Works Department within ten (10) working days after the date shown on the Notification of Award to the successful bidder.**

The Labor and Materials Payment Bond and Faithful Performance Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, and (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570.

Pursuant to Public Contract Code Section 22300, appropriate securities may be substituted for any monies to be withheld to ensure performance under the Contract.

Insurance companies affording coverage shall be (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, and (2) assigned Policyholders' Rating A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty. Coverages shall be provided as specified in the Standard Specifications for Public Works Construction, except as modified by the Special Provisions. Certificates of Insurance and additional insured endorsements shall be on the insurance company's forms, fully executed and delivered with the Contract. The Notice to Proceed will not be issued until all contract documents have been received and approved by the City.



City of Newport Beach

IRRIGATION CONTROLLER REPLACEMENT PHASE 2

Contract No. 9735-1

SAMPLE CITY  
CONTRACT

(SEPARATE ATTACHMENT)

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**PROPOSAL**

*(Contractor shall submit proposals via the PROPOSAL (Bid Line Items) contained in PlanetBids.  
Contractor shall sign the below acknowledgement)*

To the Honorable City Council  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, California 92660

Councilmembers:

The undersigned declares that the Contractor has carefully examined the location of the work, has read the Instructions to the Bidders, has examined the Plans and Special Provisions, and hereby proposes to furnish all materials except that material supplied by the City and shall perform all work required to complete Contract No. **9735-1** in accordance with the Plans and Special Provisions, and will take in full payment therefore the following unit prices for the work, complete in place, to wit:

February 12, 2025  
Date

715-892-2813  
Bidder's Telephone and Fax Numbers

694001 C27, C61, D49  
Bidder's License No(s).  
and Classification(s)

BT30083744  
DIR Registration Number

The Davey Tree Expert Company  
Bidder

Paul Kovacik Managing Consultant  
Bidder's Authorized Signature and Title

5601 Eastgate Drive San Diego, CA 92121  
Bidder's Address

Bidder's email address: Paul.Kovacik@davey.com

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**BIDDER'S BOND**

We, the undersigned Principal and Surety, our successors and assigns, executors, heirs and administrators, agree to be jointly and severally held and firmly bound to the City of Newport Beach, a charter city, in the principal sum of Ten Percent of Amount Bid Dollars (\$ 10%), to be paid and forfeited to the City of Newport Beach if the bid proposal of the undersigned Principal for the construction of **IRRIGATION CONTROLLER REPLACEMENT PHASE 2, Contract No. 9735-1** in the City of Newport Beach, is accepted by the City Council of the City of Newport Beach and the proposed contract is awarded to the Principal, and the Principal fails to execute the Contract Documents in the form(s) prescribed, including the required bonds, and original insurance certificates and endorsements for the construction of the project within thirty (30) calendar days after the date of the mailing of "Notification of Award", otherwise this obligation shall become null and void.

If the undersigned Principal executing this Bond is executing this Bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

Witness our hands this 12th day of February, 2025.

The Davey Tree Expert Company  
Name of Contractor (Principal)

Paul Kovacic Managing Consultant  
Authorized Signature/Title

Federal Insurance Company  
Name of Surety

Carolyn E. Wheeler  
Authorized Agent Signature

202B Halls Mill Road  
Whitehouse Station, NJ 08889-3454  
Address of Surety

Carolyn E. Wheeler, Attorney-In-Fact  
Print Name and Title

(908) 903-2000  
Telephone



(Notary acknowledgment of **Principal & Surety** must be attached)

## 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 \_\_\_\_\_ } ss.

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 signatures(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

(seal)

---

### OPTIONAL INFORMATION

Date of Document \_\_\_\_\_

Thumbprint of Signer

Type or Title of Document \_\_\_\_\_

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

Type of Satisfactory Evidence:

\_\_\_\_\_ Personally Known with Paper Identification

\_\_\_\_\_ Paper Identification

\_\_\_\_\_ Credible Witness(es)

Capacity(ies) claimed by Signer(s):

\_\_\_\_\_ Trustee

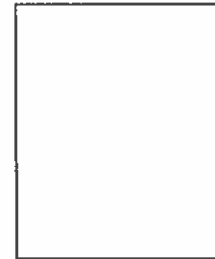
\_\_\_\_\_ Power of Attorney

\_\_\_\_\_ CEO / CFO / COO

\_\_\_\_\_ President / Vice-President / Secretary / Treasurer

\_\_\_\_\_ Other: \_\_\_\_\_

Other Information: \_\_\_\_\_



Check here if no thumbprint or fingerprint is available.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Tennessee }

County of Knox }

On February 12, 2025 before me, Vicki Nobinger, Notary Public  
(Here insert name and title of the officer)

personally appeared Carolyn E. Wheeler,  
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.

*Vicki Nobinger*

Notary Public Signature (Notary Public Seal)

My Commission Expires: May 26, 2027



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Carolyn E. Wheeler

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.

*Rupert H.D. Swindells*  
Rupert HD Swindells, Assistant Secretary

*Warren Eichhorn*  
Warren Eichhorn, Vice President



STATE OF NEW JERSEY  
County of Hunterdon SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

“RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a “Written Commitment”):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person’s written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company’s seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.”

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the “Companies”) do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 12, 2025



*Rupert H.D. Swindells*  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

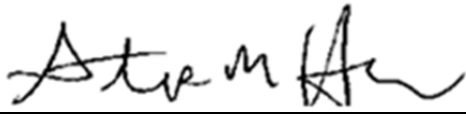
**SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM**

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, FEDERAL INSURANCE COMPANY (“FEDERAL”) has authorized its respective Attorneys-in-Fact to affix FEDERAL’S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

FEDERAL INSURANCE COMPANY

By: 

Stephen M. Haney, Vice President



## City of Newport Beach

### IRRIGATION CONTROLLER REPLACEMENT PHASE 2

#### Contract No. 9735-1

#### INSTRUCTIONS TO BIDDERS

1. The following documents shall be completed, executed, uploaded and received by the City Clerk *via PlanetBids* in accordance with NOTICE INVITING BIDS:

INSTRUCTIONS TO BIDDERS

BIDDER'S BOND (*Original copies must be submitted to the City Clerk's Office in Sealed Envelope before the bid opening*)

DESIGNATION OF SUBCONTRACTORS ACKNOWLEDGEMENT (*Subcontractor information to be submitted via PlanetBids*)

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

INFORMATION REQUIRED OF BIDDER

ALL ADDENDA TO PLANS AND SPECIFICATIONS AS ISSUED BY AGENCY PRIOR TO BID OPENING DATE (if any; *Contractor shall confirm via PlanetBids*)

TECHNICAL ABILITY AND EXPERIENCE REFERENCES

NON-COLLUSION AFFIDAVIT

DESIGNATION OF SURETIES

PROPOSAL ACKNOWLEDGEMENT (*Line Items to be completed via PlanetBids*)

The City Clerk's Office will open and read the bid results from PlanetBids immediately following the Bid Opening.

The Bid Results are immediately available to the public via PlanetBids following the Bid Opening Date (Bid Due Date). Members of the public who would like to attend this reading may go to Bay E, 2<sup>nd</sup> Floor of the Civic Center (Located at 100 Civic Center Dr.)

2. Cash, certified check or cashier's check (sum not less than 10 percent of the total bid price) may be received in lieu of the BIDDER'S BOND. The title of the project and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents. Original copies must be submitted to the City Clerk's Office *before the Bid Opening*.
3. The City of Newport Beach will not permit a substitute format for the Contract Documents listed above. Bidders are advised to review their content with bonding and legal agents prior to submission of bid.
4. BIDDER'S BOND shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, and (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570. The successful bidder's security shall be held until the Contract is executed. *Original, sealed copies must be submitted to the City Clerk's Office before the Bid Opening*. The title of the project, Contract Number and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents.
5. The estimated quantities indicated in the PROPOSAL are approximate and are given solely to allow the comparison of total bid prices.
6. Bids are to be computed upon the estimated quantities indicated in the PROPOSAL multiplied by unit price submitted by the bidder. In the event of discrepancy between wording and figures,



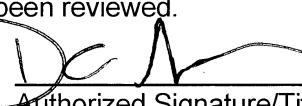
bid wording shall prevail over bid figures. In the event of error in the multiplication of estimated quantity by unit price, the correct multiplication will be computed and the bids will be compared with correctly multiplied totals. The City shall not be held responsible for bidder errors and omissions in the PROPOSAL.

7. The City of Newport Beach reserves the right to reject any or all bids and to waive any minor irregularity or informality in such bids. The City may request clarification on any information contained in a bid. The City may consider the qualifications of the proposers and whether the bids comply with the prescribed requirements. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities shall be permitted in substitution of money withheld by the City to ensure performance under the contract. The securities shall be deposited in a state or federal chartered bank in California, as the escrow agent.
8. In accordance with the California Labor Code (Sections 1770 *et seq.*), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the contract. A copy of said determination is available by calling the prevailing wage hotline number **(415) 703-4774** and requesting one from the Department of Industrial Relations. All parties to the contract shall be governed by all provisions of the California Labor Code – including, but not limited to, the requirement to pay prevailing wage rates (Sections 1770-7981 inclusive). A copy of the prevailing wage rates shall be posted by the Contractor at the job site.
9. The Contractor shall be responsible for insuring compliance with provisions of Section 1777.5 of the Labor Code Apprenticeship requirements and Section 4100 *et seq.* of the Public Contracts Code, “Subletting and Subcontracting Fair Practices Act”.
10. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
11. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
12. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. All documents shall bear signatures and titles of persons authorized to sign on behalf of the bidder. For corporations, the signatures shall be of a corporate officer or an individual authorized by the corporation. For partnerships, the signatures shall be of a general partner. For sole ownership, the signature shall be of the owner.
14. Pursuant to Public Contract Code section 9204, for any demand by contractor, whether on behalf of itself or a subcontractor that lacks privity of contract with the City but has requested that contractor proceed on its behalf, sent by registered mail or certified mail return receipt requested for a time extension, payment by the City for money or damages arising from work done by, or on behalf of, the contractor and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or for payment of an amount that is disputed by the City, the following is a summary of the claims resolution process to be applied:

- A. The City shall review the claim and, within 45 days, shall provide a written statement identifying the portions of the claim that are disputed and undisputed. This time period may be extended by mutual agreement. The claimant shall furnish all reasonable documentation to support the claim. If the City needs approval from its City Council to provide the written statement and the City Council does not meet within the prescribed time period, the City shall have up to 3 days following the next regular meeting of the City Council to provide the written statement. Payment of the undisputed portion of the claim shall be made within 60 days after the City issues its written statement.
- B. If the claimant disputes the City's written statement or if the City does not issue a written statement in the prescribed time period, the claimant may demand in writing an informal meet and confer conference, which shall be scheduled within 30 days of receipt of claimant's demand.
- C. Within 10 business days of the meet and confer conference, if a dispute remains, the City shall provide a written statement identifying the portion of the claim that remains in dispute and the undisputed portion. The City shall pay any remaining amount of the undisputed portion within 60 days. Any disputed portion of the claim shall be submitted to nonbinding mediation or similar nonbinding process, with the City and claimant sharing the costs equally and agreeing to a mediator within 10 business days. If the parties cannot timely agree on a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the remaining disputed portion. If mediation is unsuccessful, any remaining disputed portion shall be addressed using procedures outside of Public Contract Code section 9204.
- D. Failure by the City to meet the time requirements herein shall result in the claim being rejected in its entirety and shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

The signature below represents that the above has been reviewed.

911565 C27 - LANDSCAPING  
Contractor's License No. & Classification

  
Darin Sherlock  
Regional Operations Manage

100008208 exp 6/30/2025  
DIR Registration Number & Expiration Date  
EMTS, Inc.  
dba Elite Maintenance & Tree Services  
Bidder

2/10/2025  
Date

City of Newport Beach

IRRIGATION CONTROLLER REPLACEMENT PHASE 2

Contract No. 9735-1

DESIGNATION OF SUBCONTRACTOR(S) - AFFIDAVIT

State law requires the listing of all subcontractors who will perform work in an amount in excess of one-half of one percent of the Contractor's total bid. If a subcontractor is not listed, the Contractor represents that he/she is fully qualified to and will be responsible for performing that portion of the work. Substitution of subcontractors shall be made only in accordance with State law and/or the Standard Specifications for Public Works Construction, as applicable.

Pursuant to Public Contract Code Section 22300 appropriate securities may be substituted for any monies to be withheld to ensure performance under the Contract.

The Bidder, by signing this designation, certifies that bids from the subcontractors as listed in the Bidder's electronic bid have been used in formulating the bid for the project and that these subcontractors will be used subject to the approval of the Engineer and in accordance with State law. No changes may be made in these subcontractors except with prior approval of the City of Newport Beach. Bidders must also include DIR registration numbers for each subcontractor.

EMTS, Inc.  
dba Elite Maintenance & Tree Services

\_\_\_\_\_  
Bidder



Darin Sherlock  
Regional Operations Manager

\_\_\_\_\_  
Authorized Signature/Title

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**TECHNICAL ABILITY AND EXPERIENCE REFERENCES**

**Contractor must use this form!!! Please print or type.**

Bidder's Name EMTS, Inc. dba Elite Maintenance & Tree Services

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$150,000, provide the following information:

**No. 1**

Project Name/Number Clovis Community Hospital Landscape Improvements

Project Description Sod Installation / Grading / Irrigation System

Approximate Construction Dates: From Feb 2022 To: present

Agency Name Clovis Community Hospital (CCMC)

Contact Person Alejandro Torres Telephone (559) 259-8460

Original Contract Amount \$ varies Final Contract Amount \$ \$300,000

If final amount is different from original, please explain (change orders, extra work, etc.)

Multiple enhancement projects performed through out the past two years

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

None

**No. 2**

Project Name/Number Disneyland Parkinglot Improvements

Project Description 96" box Tree installation and irrigation retrofitting

Approximate Construction Dates: From Aug 2023 To: Nov 2024

Agency Name Disneyland Resort

Contact Person Mike Atkinson Telephone (760) 250-2919

Original Contract Amount \$ varies Final Contract Amount \$ \$150,000

If final amount is different from original, please explain (change orders, extra work, etc.)

Multiple enhancement projects performed through out the past two years

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

None

**No. 3**

Project Name/Number Quail Lakes

Project Description Sod Removal/Irrigation System / Bark Installation

Approximate Construction Dates: From Mar 2023 To: Sept 2023

Agency Name Quail Lakes HOA

Contact Person Gabriel Telephone (559) 712-0961

Original Contract Amount \$ 35,000 Final Contract Amount \$ \$35,000

If final amount is different from original, please explain (change orders, extra work, etc.)

n/a

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

None

**No. 4**

Project Name/Number San Joaquin Country Club Renovations

Project Description Landscape, Site Furnishings, Site Lighting

Approximate Construction Dates: From Jan 2024 To: July 2024

Agency Name SJCC Renovations

Contact Person Darrell Higgins Telephone (559) 348-0421

Original Contract Amount \$ \$149,500.00 Final Contract Amount \$ \$150,296.65

If final amount is different from original, please explain (change orders, extra work, etc.)

Change Orders for the duration of services

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

None

**No. 5**  
Project Name/Number Seefried – DSJ5 – Fresno

Project Description Irrigation, Planting, Offsite Irrigation, Site Furnishings, Maintenance

Approximate Construction Dates: From June 2023 To: Dec 2023

Agency Name Seefried Industrial Properties, Inc

Contact Person John Murray, Project Executive Telephone (562) 705-2556

Original Contract Amount \$ \$885,200.00 Final Contract Amount \$ \$1,063,197.76

If final amount is different from original, please explain (change orders, extra work, etc.)

Change Orders for the duration of services

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

None

**No. 6**

Project Name/Number Logisticenter at Fairfield - Project No. 21506

Project Description Irrigation, Landscape, Bio-Retention, Grading, Landscape Revisions

Approximate Construction Dates: From Mar 2023 To: Aug 2023

Agency Name Jannette Manalo, Project Manager

Contact Person FCL Builders California, LLC Telephone (949) 537-1411

Original Contract Amount \$ \$2,903,700.00 Final Contract Amount \$ \$3,129,993.05

If final amount is different from original, please explain (change orders, extra work, etc.)

Change Orders for the Duration of Services

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

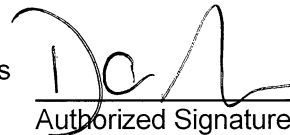
None

Attach additional sheets if necessary.

**Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor. SEE ATTACHED HEREIN**

Upon request, the Contractor shall attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

EMTS, Inc dba Elite Maintenance & Tree Services  
Bidder

  
Darin Sherlock  
Regional Operations Manager  
Authorized Signature/Title



**Jose Arce**  
General Manager

## Professional Experience

Jose got his start in landscape as a laborer with Elite. After a year and a half, Jose had taken a major interest in landscape and ventured to another company to continue his growth. It did not take Jose long to work his way up and by 2005 he became a Foreman, focused on building custom homes.

In 2008, Jose was recruited to another landscape company that allowed him to use his experience and knowledge to help them build track homes. This company was located outside of the Valley and after six months, Jose decided to transition back to Elite as a laborer to be closer to his family.

The move proved worthy as Jose was promoted to Foreman within a year and in 2017 he became an Elite Landscape Construction Superintendent. Jose's 17+ years of experience, passion, and confidence are what earned his promotion to General Manager of Elite Private Landscape in 2022.

## Experience

15+ Years

## Certifications

OSHA 30 Certified  
Fully Apprenticed





City of Newport Beach

IRRIGATION CONTROLLER REPLACEMENT PHASE 2

Contract No. 9735-1

NON-COLLUSION AFFIDAVIT

State of California )  
County of Fresno ) ss.

Darin Sherlock, being first duly sworn, deposes and says that he or she is Secretary of EMTS, 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 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.

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

EMTS, Inc.  
Bidder

Darin Sherlock  
Secretary  
Authorized Signature/Title

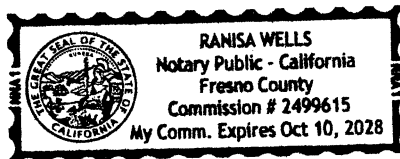
Subscribed and sworn to (or affirmed) before me on this 7 day of February, 2025

by Darin Sherlock, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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

Ramisa Wells  
Notary Public

[SEAL]



My Commission Expires: Oct. 10, 2028

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**DESIGNATION OF SURETIES**

Bidder's name EMTS, Inc dba Elite Maintenance & Tree Services

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

SURETY: Alliant 525 Market Street, Ste. 2900, San Francisco, CA 94105  
T. 559 - 374 - 3570 Steve Edwards sedwards@alliant.com

SURETY: Fidelity 9 E. River Park Place East Suite 310, Fresno, CA 93720  
T. 559 - 374 - 3647 Kim Wilson Kim.Wilson@alliant.com

INSURER: EPIC Insurance 200 S Virginia Street, Suite 450, Reno, NV 89508  
T. 775 - 954 - 0408 Deseree Carper deseree.carper@epicbrokers.com

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD  
TO ACCOMPANY PROPOSAL**

Bidder's Name EMTS, Inc dba Elite Maintenance & Tree Services


Record Last Five (5) Full Years  
Current Year of Record

	Current Year of Record <b>2024</b>	Record for <b>2023</b>	Record for <b>2022</b>	Record for <b>2021</b>	Record for <b>2020</b>	Record for <b>2019</b>	Total
No. of contracts		18	15	15	18	17	106
Total dollar Amount of Contracts (in Thousands of \$)	9,900, 200	8,530, 000	8,000, 000	7,008, 216	7,000, 000	4,971, 452	45,409, 868
No. of fatalities	0	0	0	0	0	0	0
No. of lost Workday Cases	0	0	3	1	1	3	8
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	4	1	1	3	9

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder EMTS, Inc. dba Elite Maintenance & Tree Services  
 Business Address: 2972 Larkin Avenue, Clovis, CA 93612  
 Business Tel. No.: main o 559.292.2900 | darin 209.316.2915  
 State Contractor's License No. and 911565 C27 - LANDSCAPING  
 Entity Type: S-Corporation  
 Title Darin Sherlock - Secretary

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder   
 Date 2/10/2025  
 Title Darin Sherlock - Secretary  
 Signature of bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature of bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature of bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_

**Signature Requirements:** If bidder is an individual, name and signature of individual must be provided, if doing business under a fictitious name, the fictitious name must be set fort along with the County. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or if fewer than all of the partners/joint ventures submit with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation legal name of corporation must be provided, followed by signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal, or submit with evidence of authority to act on behalf of the corporation. All must be acknowledged before a Notary Public, who must certify that such individuals, partners/joint ventures, or officers were proven on the basis of satisfactory evidence to be the persons whose name are subscribed to and acknowledged that they executed the same in their authorized capacities.

**[NOTARY ACKNOWLEDGMENT and CORPORATE SEAL MUST BE ATTACHED]**

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 Fresno

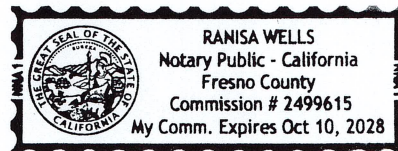
On February 10 2025 before me, Ranisa Wells Notary Public,

personally appeared Darin Sherlock, 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: Ranisa Wells



(affix seal in above space)



**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**INFORMATION REQUIRED OF BIDDER**

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: EMTS, Inc  
dba Elite Maintenance & Tree Services

Business Address: 2972 Larkin Avenue, Clovis, CA 93612

Telephone and Fax Number: main o 559.292.2900 | f. 229.292.7756 | darin 209.316.2915

California State Contractor's License No. and Class: 911565 C27 - LANDSCAPING  
(REQUIRED AT TIME OF AWARD)

Original Date Issued: 2/29/2008 Expiration Date: 2/28/2026

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Felix Ruiz-Account Manager and Jose Arce

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
Guy Stockbridge	-CEO	2972 Larkin Avenue, Clovis, CA 93612	T. 559.292.2900
Derik Jakusz	- COO	2972 Larkin Avenue, Clovis, CA 93612	T. 559.647.8295
Tom Spradling	- CFO	2972 Larkin Avenue, Clovis, CA 93612	T. 559.292.2900
Darin Sherlock	- Secretary	2972 Larkin Avenue, Clovis, CA 93612	T. 209.316.2915

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

n/a

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All company, corporate, or fictitious business names used by any principal having interest in this proposal are as follows:

parent company ETO, Inc. Affiliates are ELC, Inc., EMTS, Inc., EPL, Inc.,  
Stockbridge General Contracting, Live Action General Engineering, SRVC,  
Lokes Rental Equipment, and Stock Five Development

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For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with public agencies in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

n/a

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Briefly summarize the parties' claims and defenses;

n/a

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Have you ever had a contract terminated by the owner/agency? If so, explain.

n/a

---

---

Have you ever failed to complete a project? If so, explain.

n/a

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For any projects you have been involved with in the last 5 years, did you have any claims or actions by any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)? Yes  No



Are any claims or actions unresolved or outstanding? Yes  No

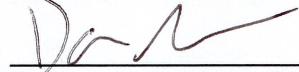
If yes to any of the above, explain. (Attach additional sheets, if necessary)

n/a

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

EMTS, Inc  
dba Elite Maintenance & Tree Services  
Bidder

(Print name of Owner or President  
of Corporation/Company)

 Darin Sherlock  
Authorized Signature/Title

Secretary  
Title

2/10/2025  
Date

On Feb. 10, 2025 before me, Ranisa Well, Notary Public, personally appeared Darin Sherlock, 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.

Ranisa Wells, California  
Notary Public in and for said State

(SEAL)



My Commission Expires: Oct. 10, 2024

**City of Newport Beach**

**IRRIGATION CONTROLLER REPLACEMENT PHASE 2**

**Contract No. 9735-1**

**BIDDER'S BOND**

We, the undersigned Principal and Surety, our successors and assigns, executors, heirs and administrators, agree to be jointly and severally held and firmly bound to the City of Newport Beach, a charter city, in the principal sum of Ten Percent of Bid Amount Dollars (\$ 10%), to be paid and forfeited to the City of Newport Beach if the bid proposal of the undersigned Principal for the construction of **IRRIGATION CONTROLLER REPLACEMENT PHASE 2, Contract No. 9735-1** in the City of Newport Beach, is accepted by the City Council of the City of Newport Beach and the proposed contract is awarded to the Principal, and the Principal fails to execute the Contract Documents in the form(s) prescribed, including the required bonds, and original insurance certificates and endorsements for the construction of the project within thirty (30) calendar days after the date of the mailing of "Notification of Award", otherwise this obligation shall become null and void.


If the undersigned Principal executing this Bond is executing this Bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

Witness our hands this 4th day of February, **2025**.

EMTS, Inc.  
Name of Contractor (Principal)

 Secretary  
Authorized Signature/Title

Fidelity and Deposit Company of Maryland  
Name of Surety

  
Authorized Agent Signature

4 Embarcadero Center, Suite 3740  
San Francisco, CA 94111  
Address of Surety

Kim Wilson, Attorney-in-Fact  
Print Name and Title

916-952-0800  
Telephone

**(Notary acknowledgment of Principal & Surety must be attached)**

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 Fresno

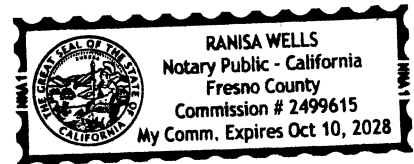
On February 7 2025 before me, Ranisa Wells Notary Public,

personally appeared Darin Sherlock, 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: Ranisa Wells



(affix seal in above space)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

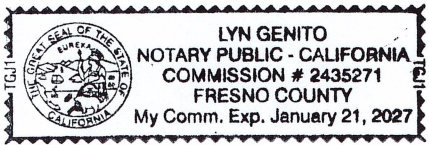
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of Fresno )

On February 4, 2025, before me, Lyn Genito, Notary Public, personally appeared Kim Wilson, 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.



(Seal)

Signature: *Lyn Genito*  
Lyn Genito, Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Joseph SHEA, Trey BUSCH, Kim WILSON, Lyn GENITO, Bonnie GONZALEZ of Fresno, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of January 2025.

**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Christopher Nolan*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 12th day of January A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison  
Notary Public  
My Commission Expire January 27, 2029



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

**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 4 day of February, 2025.



*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  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790