

**BID DOCUMENTS**

**FOR**

**CITY OF PERRIS**

**CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS**

**PHASE 2**

**(CIP# F055)**

**(P8-1333)**

**PREPARED BY:**

**Tri Lake Consultants, Inc.**

**Stuart E. McKibbin, City Engineer**

**City of Perris**

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**BID OPENING – December 22, 2022, 2:00 PM**

**Active Bidder Website**

Expected Award of Contract – January 10, 2023  
Anticipated Start of Construction – February 13, 2023

Project Information Sheet

Project: Civic Center Circulation & Parking Improvements Phase 2 (CIP# F055) (P8-1333)

Bid Opening Date: December 22, 2022 @ 2:00 p.m.

Expected Bid Award Date: January 10, 2023

Anticipated Start Date: February 13, 2023

Construction Time: 80 Working Days

Working Days: Monday through Friday – 7:00 AM to 4:00 PM (Excluding Holidays)

Liquidated Damages: \$1,000 per calendar day.

Project Description: The project is located in the City of Perris's City Hall Campus specifically the parking lot of building 227 N. D Street, Perris, CA 92570. The projects general work consists of the pulverizing and repaving of the parking lot, the construction of concrete items such as pathways and driveways, the installation of lighting throughout the project, and installation of landscaping and irrigation system.

**Engineer's Estimate is \$1,550,000**

Post all questions/inquiries on Active Bidder website

**Note: See specifications for details regarding the above information.**

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**NOTICE INVITING SEALED PROPOSALS (BIDS)**  
**PUBLIC NOTICE**  
**SECTION 1 – NOTICE OF BIDS**

The CITY OF PERRIS invites online bids on the Active Bidder website, until 2:00 p.m. on December 22, 2022 for **Civic Center Circulation & Parking Improvements Phase 2 Project CIP# F055**.

The project is located in the City of Perris's City Hall Campus specifically the parking lot of building 227 N. D Street, Perris, CA 92570. The projects general work consists of the pulverizing and repaving of the parking lot, the construction of concrete items such as pathways and driveways, the installation of lighting throughout the project, and installation of landscaping and irrigation system. As part of the work the Contractor shall furnish all labor, technical and professional services, supervision, materials and equipment, and performing all operations necessary and required in conformity with the requirements in the specifications and plans.

No hard copy of bid package will be accepted. The Bid Closing Date and time shall be simultaneous with the Bid Opening. The Bid Opening will be held online on the active bidder website.

The plans and specifications are available online to download through Active Bidder website which can be accessed through the City of Perris website (<http://cityofperris.org/city-hall/bids.html>).

All questions and requests for information and acceptability of substitutes, including any questions addressing the interpretation or clarification of the Contract Documents must be submitted directly to the Active Bidder website prior to December 12, 2022. Answers will be posted on Active Bidder on or before December 16, 2022.

The successful bidder shall begin and complete all work within 80 working days of the Notice to Proceed. The award, if made, may be made to the lowest responsible bidder whose Bid is determined responsive to the Bid Documents. All contractors will be required to comply with all applicable Equal Opportunity laws and regulations. The City hereby notifies all bidders that it will not discriminate against any person or firm interested in providing goods or services to the City on the basis of race, color, religion, sex, marital status, national origin, age, veterans' status or handicap.

Bidders are advised that this Contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Contractors must be registered and qualified with the California Department of Industrial Relations, in accordance with Labor Code 1771.1(b). All bids

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must include proof of current, valid registration and qualification status with the Department of Industrial Relations. Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and general prevailing rate for holiday and overtime work. These rates will be on file at the Owner's office and they will be made available to any interested party upon request. Each Contractor to whom a Contract is awarded must pay the prevailing rates, post copies thereof at the job site and otherwise comply with applicable provisions of state law.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted total contract amount. The successful bidder will be required to furnish, prior to award of the Contract.

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders shall possess a State Contractor's license, Class A or appropriate license at the time of contract award.

All Bidders will be required to hold their original bid prices, without change, for a period of forty-five (45) days from the date bids are opened, except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. Seq. The successful bidder will be required to provide backup calculations for their bid.

If the Contract cannot be awarded within this forty-five (45) day period for any reason, the time to award may be extended by mutual agreement between the City and each bidder. Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the City shall be treated as withdrawing their bid and will not be considered in the final award. The bidder may withdraw his/her bid without further liability on the part of either party.

Bidders are advised that if awarded this Contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to monies withheld by the Agency to insure performance under the Contract.

The City of Perris affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

This contract is subject to a Community Workforce Agreement ("CWA") between the City Council of the City of Perris, the San Bernardino/Riverside Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). The CWA establishes the workforce relations policies and procedures for the City and for the craft employees represented by the

Unions engaged in the city's Placentia Avenue Widening Project ("Project").

By submitting a bid, the Contractor agrees that if awarded the contract the CWA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute the Letter of Assent attached as Attachment "A" to the CWA prior to award. Contractor shall include in any subcontract a requirement that the subcontractor, and sub-subcontractors of all tiers, become signatory to and bound to the CWA with respect to the subcontracted work. Contractor will also be required to have all subcontractors of all tiers execute the letter of assent attached as Attachment "A" to the CWA prior to such subcontractor performing any work on the project.

## SECTION 2 – INFORMATION FOR BIDDERS

1. Bids shall be submitted online via Active Bidder and will be received on Active Bidder by the **CITY OF PERRIS**, herein called the “Agency” until 2:00 p.m. on December 22, 2022 and will be announced online via the Active Bidder website.
2. Each Bid must be submitted on Active Bidder website. No bids shall be submitted directly to the Agency.
3. All Bids must be made on the required **Bid Form** and uploaded to Active Bidder.
4. Each Bid must be accompanied by a **Bid Bond** (on the required form) payable to the Agency for ten (10) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Agency will return the Bonds of all except the three lowest responsible Bidders. When the Contract is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned. A cashier’s check or cash may be used in lieu of a Bid Bond.
5. The Agency may waive informalities, irregularities or defects or reject any and all Bids. Any Bid may be withdrawn by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof with right of resubmitting. The request for withdrawal shall be executed in writing by the Bidder or his duly authorized representative. Any Bid received after the bid time shall not be considered.
6. **EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.** The bidder shall examine carefully the site of the proposal and the plans and specifications for the work contemplated. It will be assumed that the bidder has investigated and is satisfied with the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications. It is mutually agreed that submission of a proposal shall be prima facie evidence that the bidder has made such examinations and is so satisfied. The plans for the work will show conditions as they are supposed or believed by the Engineer to exist but is not intended nor is to be inferred that the conditions as shown thereon constitute a representation by the City or its officers that such conditions are actually existent. Neither the City nor any of its officers shall be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans and actual conditions revealed during the progress of the work or otherwise. The Contractor is to assume all risks as to natural conditions and contingencies attending the work.



7. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
8. **Bonds and Insurance Certificates** must be in the form required by the Agency (substitutions may be permitted at the Agency's discretion). The Bond Company must be authorized to do business in the State of California.
9. The Contractor will be required to submit a certificate of insurance which indemnifies the Agency for any damage to any of the work resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God.
10. A **Payment Bond** and a **Contract Performance Bond** (on the required form), each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Agency, will be required for the faithful performance of the Contract.
11. **Progress Payments** will be made to the Contractor in accordance with the provisions of the Specifications and on itemized estimates duly certified and approved by the Agency submitted in accordance therewith, based on labor and materials incorporated into said work during the preceding month by the Contractor.
12. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
13. The party to whom the Contract is awarded will be required to execute the Contract and submit the Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award.
14. Pursuant to Government Code §4590, the Contractor may substitute equivalent securities for retention amounts, which this Contract requires. However, the Agency reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities.
15. The Notice of Award shall be accompanied by the necessary Contract, Bond, and insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written contract

to perform the work at his bid price.

16. The Agency, within ten (10) days of receipt of acceptable Labor and Material Payment Bond, Contract Performance Bond, Insurance Certificates, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.
17. **Notice to Proceed** to start construction is anticipated to be issued February 13, 2023. Should there be reasons why the Notice to Proceed cannot be issued for this date by City, the time may be extended by the Agency. If the Notice to Proceed has not been issued within the forty-five (45) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the party.
18. The Agency may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. A conditional or qualified Bid will not be accepted.
19. Award, if made, will be to the lowest responsive and responsible Bidder.
20. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
21. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246 (Equal Employment Opportunity Clause), as amended, California Labor Code 1410 et. Seq., California Labor Code 1777.6, and implement Agency regulations concerning equal opportunity for apprentices.
22. All Bidders shall supply the names and address of Subcontractors as set forth in the Bid.
23. Successful Bidder and Subcontractors shall obtain a City Business License prior to commencing any work within City limits. The license can be obtained at 101 North "D" Street, Perris, CA 92570.
24. The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of workman needed to execute the contract or work as hereinafter set forth (see Labor Code 1770 et. seq.). Copies of rates are on file at the offices of the City Clerk of the City of Perris. Copies shall be made available to any interested party upon request. The successful Bidder shall post a copy of such determination

at each job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this project by all Contractors and Subcontractors. The successful Bidder shall provide the Agency with copies of certified payroll on forms provided by the Division of Labor Standards Enforcement (213) 897-2905 or other approval forms.

25. Pursuant to Section 1740 of the California Labor Code, Bidders are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.
26. Bidder understands and agrees to hold his original bid prices, without change, for a period of forty-five (45) days from the date bids are opened except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.
27. If the Contract cannot be awarded within a forty-five (45) day period for any reason, Bidder understands and agrees that the time to award may be extended by mutual agreement between the Agency and each Bidder. Bidder understand and agrees that Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the Agency shall be treated as withdrawing their bid and will not be considered in the final award. The Bidder may withdraw his bid without further liability on the part of either party.
28. To the extent permissible under Federal policy or regulation applicable to this project, the Contractor shall be permitted to substitute securities for any monies withheld by the public agency, pursuant to the provisions of California Public Contracts Code Section 22300.
29. Since time is of the essence, Bidder agrees to commence work under this Contract on or before the anticipated construction start date of February 13, 2023 and to fully complete all work on or before the 80th working day after this date. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1,000.00 (one thousand dollars) for each consecutive calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.
30. The City encourages bidders to seek participation by DBE Contractors, Suppliers, and Sub-Contractors.
31. The access to each property shall not be restricted during normal business hours (8:00 AM to 5:00 PM, Monday through Friday) without a minimum of five (5) days written notice. A minimum of one 12-foot lane, in each direction, with an even driving surface shall be available at all times. Residents, adjacent schools, emergency services, and CR&R shall be notified by

contractor distributing construction information fliers a minimum of seven (7) days in advance of construction.

32. Prior to the issuance of the Notice to Proceed, the Contractor shall be responsible to submit a traffic control plan for the time of construction, signed by a Registered Traffic Engineer. This plan shall be submitted no later than the pre-construction meeting.
33. If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Engineer, a request for an interpretation or correction thereof. The request shall be submitted directly to the Active Bidder website. The Active Bidder website can be accessed through the City of Perris website (<http://cityofperris.org/city-hall/bids.html>). The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be uploaded to the Active Bidder website. The Engineer will not be responsible for any other explanation or interpretation of the plans, specifications, or other contract documents.
34. This contract is subject to a Community Workforce Agreement (“CWA”) between the City Council of the City of Perris, the San Bernardino/Riverside Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). The CWA establishes the workforce relations policies and procedures for the City and for the craft employees represented by the Unions engaged in the City’s Placentia Avenue Widening Project (“Project”). By submitting a bid, the Contractor agrees that if awarded the contract the CWA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute the Letter of Assent attached as Attachment “A” to the CWA prior to award. Contractor shall include in any subcontract a requirement that the subcontractor, and sub-subcontractors of all tiers, become signatory to and bound to the CWA with respect to the subcontracted work. Contractor will also be required to have all subcontractors of all tiers execute the letter of assent attached as Attachment “A” to the CWA prior to such subcontractors performing any work on the project.

**BID FORM**

Bid Date: December 22, 2022  
Time: 2:00 p.m.  
Place: Active Bidder Website  
Project: Civic Center Circulation & Parking Improvements Phase 2

**TO THE CITY OF PERRIS**, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if the Bid is bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of Urban Habitat, hereinafter called "Bidder", organized and existing under the laws of the \_\_\_\_\_ State of California, doing business as Corporation. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In case of discrepancy between words and figures, words shall prevail.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on February 13, 2023, and to fully complete all work on or before the 80th working day after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1,000.00 (one thousand dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

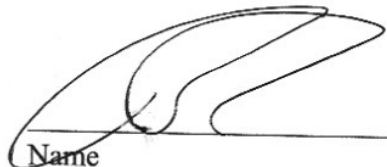
The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

The bidder Urban Habitat, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_ has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

  
Name \_\_\_\_\_ Date 12/22/2022

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If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

The bidder Urban Habitat, proposed subcontractor Apollo Electric, hereby certifies that he has  has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

R. Kelly Shay Digitally signed by R. Kelly Shay  
DN: c=US, e=kelly.shay@apolloelect.com,  
o=APOLLO ELECTRIC, cn=R. Kelly Shay  
Date: 2023.01.05 08:40:33 -0500

Kelly Shay

Name

1/5/23

Date

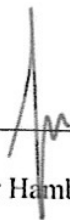


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If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

The bidder Urban Habitat, proposed subcontractor Hardy & Harper, Inc., hereby certifies that he has X has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

  
\_\_\_\_\_  
Name  
Tanner Hambright, Vice President

January 3, 2023  
\_\_\_\_\_  
Date





Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

The bidder Urban Habitat, proposed subcontractor EverFence, hereby certifies that he has X has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Brian Davies

1/5/2023

Name

Date



Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

The bidder Urban Habitat, proposed subcontractor Superior Pavement Markings Inc., hereby certifies that he has X has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



Name Darren Veltz, C.F.O.

01/04/2023

Date



NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

#### TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the Bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and non-Collusion Affidavit.

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

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29  
DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntary excluded or determined ineligible by any federal agency within the past 3 years;

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Not Applicable

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

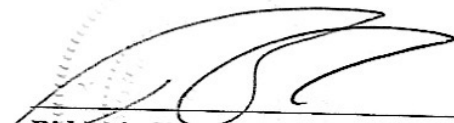
The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

**Person who inspected site of the proposed work as a representative of your firm:**

Veronica Van Camp/Estimator 12/16/2022  
**Name (please print)** **Date of Inspection**

**Bidder acknowledges receipt of the following Addenda:**

Addendum 1 Dated 12/21/2022  
Addendum 2 Dated 12/31/2022  
 Dated  
 Dated



**Bidder's Signature**

963744 A Engineer/C-27 Landscape  
**Contractor's California** **Type of License**  
**License No.**

Brett Brennan 7/31/2023  
**Name of License Holder** **Expiration Date**

**Contact Information:**

**Company Name:** Urban Habitat

**Contact Person:** Brett Brennan

**Title:** President

**Company Address:** PO Box 1177

La Quinta, CA 92247

**Phone Number:** 76-345-1101

**Fax Number:** (855) 469-4224

**CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2**

Bidder (Company Name): Urban Habitat

**BID SCHEDULE**

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	MOBILIZATION	\$37,029.61	\$37,029.61
2	1	L.S.	TRAFFIC CONTROL	\$6,422.29	\$6,422.29
3	1	L.S.	WATER POLLUTION CONTROL	\$27,057.76	\$27,057.76
4	1	L.S.	SIGNING, STRIPING AND PAVEMENT MARKINGS	\$25,053.31	\$25,053.31
5	1	L.S.	CLEARING & GRUBBING	\$17,598.82	\$17,598.82
6	1	L.S.	RELOCATE EXISITING FACILITIES	\$2,552.42	\$2,552.42
7	1	L.S.	EXCAVATION, EARTHWORK AND CONCRETE REMOVALS	\$192,338.03	\$192,338.03
8	1	L.S.	REMOVE WATER AND SEWER FACILITIES	\$6,023.11	\$6,023.11
9	8	EA	REMOVE LARGE TREES	\$1,347.01	\$10,776.08
10	1105	S.F.	COLD MILL	\$2.39	\$2,640.95

11	671	C.Y.	PULVERIZE – FULL DEPTH RECLAMATION	\$11.44	\$7,676.24
12	361	C.Y.	PLACEMENT – FULL DEPTH RECLAMATION	\$54.52	\$19,681.72
13	711	TN	ASPHALT CONCRETE	\$171.91	\$122,228.01
14	1	L.S.	DECORATIVE BOLLARDS	\$63,102.15	\$63,102.15
15	1	L.S.	PARKING LOT LIGHTS	\$282,427.00	\$282,427.00
16	1	L.S.	FLOOD LIGHTS	\$19,456.23	\$19,456.23
17	2	EA	STEEL BOLLARDS	\$2,011.55	\$4,023.10
18	195	S.F.	RIPRAP	\$27.37	\$5,337.15
19	1	EA	REFURBISH HANDRAILS	\$3,991.12	\$3,991.12
20	327	L.F.	INSTALL 2" WATER LINE	\$19.31	\$6,314.37
21	1	EA	INSTALL 2" BACKFLOW	\$6,213.80	\$6,213.80
22	3	EA	RELOCATE WATER VALVES AND WATER LINES	\$756.45	\$2,269.35



23	153	L.F.	INSTALL 4" SEWER LATERAL	\$57.56	\$8,806.68
24	4	EA	INSTALL 4" SEWER CLEANOUT	\$1,132.90	\$4,531.60
25	8	L.F.	INSTALL 8" SEWER PIPE	\$594.08	\$4,752.64
26	2	EA	ADJUST CLEANOUT COVER TO GRADE	\$686.64	\$1,373.28
27	96	L.F.	CONSTRUCT BLOCK WALL WITH FENCE	\$208.43	\$20,009.28
28	90	L.F.	CONSTRUCT BLOCK SLOUGH WALL	\$219.52	\$19,756.80
29	184	L.F.	CONSTRUCT WROUGHT IRON FENCE	\$170.02	\$31,283.68
30	1	EA	REMOVE AND INSTALL MOUNTING PEDESTAL WITH AUTOMATIC GATE OPENER KEYPAD	\$4,379.20	\$4,379.20
31	2	EA	BIORETENTION FACILITY	\$4,841.15	\$9,682.30
32	2	EA	GRAVEL INFILTRATION BASIN	\$10,950.45	\$21,900.90
33	60	L.F.	6" PVC SCHEDULE 40 DRAIN PIPE	\$66.55	\$3,993.00
34	9	EA	12" NDS CATCH BASINS	\$162.41	\$1,461.69

35	160	L.F.	4" PVC SCHEDULE 40 DRAIN PIPE	\$27.14	\$4,342.40
36	4	EA	CISTERN ASSEMBLY	\$6,043.50	\$24,174.00
37	4	EA	MODIFY EXISTING ROOF DRAIN	\$624.53	\$2,498.12
38	1	EA	DRAIN BUBBLER SYSTEM	\$239.05	\$239.05
39	1	L.S.	CONCRETE PAVEMENT	\$91,257.48	\$91,257.48
40	1560	L.F.	TYPE D CURB	\$22.87	\$35,677.20
41	8604	S.F.	SIDEWALK	\$7.14	\$61,432.56
42	1517	S.F.	COMMERCIAL DRIVEWAY	\$12.18	\$18,477.06
43	270	L.F.	TYPE A-6 CURB AND GUTTER	\$53.57	\$14,463.90
44	1	EA	CASE CM CURB RAMP	\$3,681.87	\$3,681.87
45	3	EA	CASE CH RAMP	\$2,980.26	\$8,940.78
46	2	EA	TYPE A PASSAGEWAY	\$3,753.67	\$7,507.34

47	2	EA	CAST IN PLACE CONCRETE ACCESS RAMP	\$19,774.18	\$39,548.36
48	265	S.F.	4' WIDE RIBBON GUTTER	\$28.34	\$7,510.10
49	45	L.F.	TYPE A-8 CURB AN GUTTER	\$111.69	\$5,026.05
50	115	S.F.	PCC SAFETY EDGE	\$16.61	\$1,910.15
51	1	EA	PARKWAY DRAIN PER RCTD	\$7,212.88	\$7,212.88
52	1	EA	PARKWAY DRAIN PER SPPWC	\$4,471.60	\$4,471.60
53	2	EA	CURB DRAIN	\$1,834.83	\$3,669.66
54	3	EA	CURB CUT INLET	\$894.51	\$2,683.53
55	1	L.S.	LANDSCAPING	\$85,991.48	\$85,991.48
56	1	L.S.	IRRIGATION	\$85,991.48	\$85,991.48

TOTAL ITEMS 1-56:

\$ \$1,518,850.72

(Figures)

One Million Five Hundred Eighteen Thousand Eight Hundred Fifty Dollars and Seventy Two Cents

Written Total (Bid Items 1-56)

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Written Amount (Continued)

**Please note the following regarding bids:**

- Award will be based upon responsible and responsive bidder for lowest combined cost for Bid Items 1 - 56.
- Bid shall include all sales tax, and other taxes and fees.
- Bid is for Project complete-in-place
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Bid Documents shall include list of subcontractors and manufacturer items.
- Bid Bond, Contractor, and subcontractors registration form(s) and other documents required at the time of bid submittal

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned,  
Urban Habitat \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ The Gray Casualty & Surety Company \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto the **CITY OF PERRIS** as Agency in the penal sum of  
\_\_\_\_\_ Ten percent (10%) of total amount bid \_\_\_\_\_

\_\_\_\_\_ for the payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors  
and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of bid  
amount).

Signed, this 14th day of December, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to  
the Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a  
contract in writing for the

**CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2**

**NOW, THEREFORE,**

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in  
the Form of Contract attached hereto (properly completed in accordance with said  
Bid) and shall furnish Bonds for his faithful performance of said Contract and for the  
payment of all persons performing labor or furnishing materials in connection  
therewith, the required Insurance Certificates, and shall in all other respects perform  
the agreement created by the acceptance of said Bid, then this obligation shall be void,  
otherwise the same shall remain in force and effect; it being expressly understood and  
agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety  
and its Bond shall be in no way impaired or affected by any extension of the time within  
which the Agency may accept such Bid; and said Surety does hereby waive notice of any such  
extension

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL: Urban Habitat

Two Witnesses

(If Individual):

By: [Signature]

By: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

ATTEST (If Corporation):

By: [Signature]

Title: Office Administrator

(Corporate Seal)

SURETY: The Gray Casualty & Surety Company

ATTEST: \_\_\_\_\_

By: [Signature]

By: \_\_\_\_\_

Title: Matthew C. Gaynor, Attorney-in-Fact

Title: \_\_\_\_\_

(Corporate Seal)

IMPORTANT:

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**THIS IS A REQUIRED FORM**

**Any claims under this bond may be addressed to:**

**(Name and Address of Surety)** The Gray Casualty and Surety Company  
P.O. Box 6202, Metairie, LA 70009 - 6202

**(Name and Address of Agent or Representative for service of process in California, if different from above)** Rancho Mesa Insurance Services, Inc.  
250 Riverview Pkwy Suite 401, Santee, CA 92071

**(Telephone Number of Surety and Agent or Representative for service of process in California)** Agent: (619) 937-0164  
Surety: (504) 888-7790

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond

**Principal:** Urban Habitat

**Project:** Civic Center

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Matthew C. Gaynor, Anne Wright, and Andrew Roberts of Santee, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14<sup>th</sup> day of December, 2022

*Mark Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14<sup>th</sup> day of December, 2022

*Leigh Anne Henican*





## 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 San Diego )

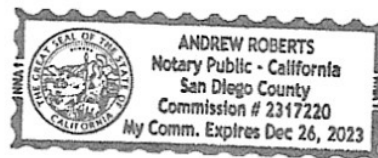
On December 14th, 2022 before me, Andrew Roberts, Notary Public  
(insert name and title of the officer)

personally appeared Matthew C. Gaynor,  
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  (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 Riverside

On December 14, 2022 before me, Teresa Angulo, Notary Public  
(insert name and title of the officer)

personally appeared Brett Brennan  
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 Teresa Angulo (Seal)



## BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: \_\_\_\_\_

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME Apollo Electric	14 Decorative Bollards 15 Parking Lights 16 Flood Lights	\$256,000.00	16.8%	290194C10	N	N/A	< \$1 million
City, State Brea, California				1000026178			< \$5 million
							< \$10 million
							<input checked="" type="checkbox"/> < \$15 million
							Age of Firm in years 59
NAME EverFence	29 Wrought Iron Fence 47 CIP Access Ramps	\$42,120.00	2.76%	1063022	N	N/A	< \$1 million
City, State Santa Fe Springs, CA				1000708605			< \$5 million
							<input checked="" type="checkbox"/> < \$10 million
							< \$15 million
							Age of Firm in years 3
NAME Hardy & Harper, Inc.	10 Cold Mill 11 Pulverize AC 13 Place AC Pavement	\$97063.00	8.03%	215952	N	N/A	< \$1 million
City, State Lake Forest, CA				1000000076			< \$5 million
							< \$10 million
							<input checked="" type="checkbox"/> < \$15 million
							Age of Firm in years 76
NAME Superior Pavement Markings Inc.	#4 - Signing, Striping & Pavement Markings	\$18,800.00	1.53%	776306	No	N/A	< \$1 million
City, State Cypress, CA				1000001476			< \$5 million
							< \$10 million
							<input checked="" type="checkbox"/> < \$15 million
							Age of Firm in years 22
NAME							< \$1 million
City, State							< \$5 million
							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
City, State							< \$5 million
							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
City, State							< \$5 million
							< \$10 million
							< \$15 million
							Age of Firm in years

## BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but

FEDERAL PROJECT NUMBER:

**Photocopy this form for additional firms.**


**were not selected** to participate as a subcontractor on this project.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number			< \$1 million	Age of Firm in years
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
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NAME							< \$1 million	
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NAME							< \$1 million	
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							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

**ANTI-TRUST CLAIM**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

**RESPECTFULLY SUBMITTED:**

	Brett Brennan
Signature	Please Print
President	PO Box 1177
Title	Address
12/22/2022	Brett Brennan/President
Date	

963744	A Engineer/C-27 Landscape
Contractor's California License No.	Type of License
Brett Brennan	7/31/2022
Name of License Holder	Expiration Date

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

45-2405501

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Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST \_\_\_\_\_

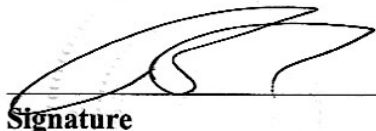
**CERTIFICATION - LABOR CODE SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

**CONTRACTOR:**

Urban Habitat

\_\_\_\_\_  
**Firm Name**

A handwritten signature in black ink, appearing to read "Brett Brennan", is written over a horizontal line.

\_\_\_\_\_  
**Signature**

Brett Brennan/President

\_\_\_\_\_  
**Print Name**

963744

\_\_\_\_\_  
**Contractor's California License No.**

7/31/2022

\_\_\_\_\_  
**Expiration Date**

**CERTIFICATION OF NON-DISCRIMINATION**

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

**DATED:** 12/22/2022

Urban Habitat

**(Name of Bidder)**



  
**(Signature)**

Brett Brennan/President

**(Print Name and Title)**

963744

**California  
License No.**

A Engineer/C-27 Landscape

**Type of License**

Brett Brennan

**Name of License Holder**

7/31/2022

**Expiration Date**

**CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES**

Project Name: Civic Center Circulation And Parking Improvments Phase 2

Name of Bidder: Urban Habitat

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I so no permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification the term "segregated facilities: means any waiting rooms, work areas, restrooms, wash rooms, restaurants, and other eating areas, time clocks, locker rooms, or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

DATED: 12/22/2022

  
\_\_\_\_\_  
Signature

Brett Brennan  
\_\_\_\_\_  
Print name and Title

963744  
\_\_\_\_\_  
California License No.

A Engineer/C-27 Landscape  
\_\_\_\_\_  
Type of License

Brett Brennan  
\_\_\_\_\_  
Name of License Holder

7/31/2023  
\_\_\_\_\_  
Expiration Date



**EXPERIENCE STATEMENT**

**Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.**

**Bidder has been engaged in the contracting business under his present business name for 12 years.**

**Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 12 years.**

**Bidder, as Contractor, has satisfactorily completed all Contracts awarded to him, except as follows:**

**(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)**

N/A

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**Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):**

<b><u>Name &amp; Address of Owner/Agency</u></b>	<b><u>Representative and Telephone</u></b>	<b><u>Type of Work, Year Completed &amp; \$ Amount</u></b>
City Of La Quinta 78495 Calle Tampico La Quinta, CA	Ubaldo Ayon (760) 777-7000	La Quinta, CA SilverRock Park 2021 \$5,455,792.00
City Of La Quinta 78495 Calle Tampico La Quinta, CA	Ubaldo Ayon (760) 777-7000	La Quinta, CA Rancho Ocotillo 2021 \$702,668.00
City Of La Quinta 78495 Calle Tampico La Quinta, CA	Ubaldo Ayon (760) 777-7000	X Park 2022 \$518,711.00
City Of La Quinta 78495 Calle Tampico La Quinta, CA	Ubaldo Ayon (760) 777-7000	Topaz Streetscape \$649,601.00

**Bidder shall attach and properly designate additional pages, if necessary.**

# **ADDENDUM # 1**

## **CITY OF PERRIS CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2 (CIP# F055) (P8-1333)**

The following addendum is hereby made regarding the specifications and improvement plans for the above project:

- 1) Specification section SP-2-21.00 MAINTENANCE AND GUARANTEE has been modified to read:

As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the City. 10% of the Performance Bond shall remain in effect to warranty the work.

- 2) Specification section SP-4-3.00 WATER POLLUTION CONTROL has been modified to read:

**BID ITEM AND CONSTRUCTION NOTES-** This section covers the requirements for bid item number 3. There are no corresponding construction notes for this bid item.

**REQUIREMENTS –** This project requires a Construction General Permit pursuant to the order adopted by the State Water Resources Control Board on September 8, 2022. The Contractor shall be responsible to develop a Storm Water Pollution Prevention Plan (SWPPP) for Construction.

The Contractor shall carry out the water pollution control as indicated in the SWPPP, these Special Provisions, and as directed by the City Engineer. The Contractor shall also comply with all, and every water pollution requirement as set by the regulatory agencies. Contractor shall still be responsible for compliance with all applicable water quality laws, regulations, programs, and the approved Water Pollution Control Plan.

An approved SWPPP and WDID Number shall be issued prior to the Notice to Proceed.

Water pollution control work shall conform to the requirements in the “Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual” and the “Construction Site Best Management Practices (BMP’s) Manual”, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to respectively as the “Preparation Manual” and the “Construction Site BMP Manual” and collectively as the “Manuals”. Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815, Telephone: (916) 445-3520. Copies of the Manuals may also be obtained from the Department’s Internet Web Site at:

<http://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>. Copies of the Permits are available for review at the Department of Transportation, District 8, Environmental/Technical Branch, 464 West 4th Street, San Bernardino, California.

The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance or use of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the city assumes no responsibility for the Contractor or property owner with respect to any arrangements made between the Contractor and property owner. The Contractor shall implement, inspect and maintain all necessary water pollution control practices to satisfy all applicable Federal, State, and Local laws and regulations that govern water quality for areas used outside of the highway right-of-way or areas arranged for the specific use of the Contractor for this project, installing, inspecting, and maintaining water pollution control practices on areas outside the road right-of-way not specifically arranged for and provided for by the City for the execution of this contract will not be paid for.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control (Storm Water Pollution Prevention Plan)", including but not limited to, compliance with the applicable provisions of the Manuals, Permits and Federal, State and local regulations. Costs and liabilities include, but are not limited to fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, money due to Contractor under the contract, in an amount determined by the City, may be retained by the City until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other Local, State, or Federal requirement, the Engineer may retain money due to Contractor, subject to the following:

- A. The City will give the Contractor 30 days' notice of the City's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-3.2, "Partial and Final Payments" of the Greenbook Specifications.
- C. If the City has retained funds and it is subsequently determined that the City is not

subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall pay for interest on the amount retained for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section "Water Pollution Control (Storm Water Pollution Prevention Plan)" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibility", of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records pertaining to water pollution control work.

PAYMENT - The cost for water pollution control for the entire project will be paid by lump sum. The Contractor will be responsible for the payment of any fines without reimbursement from the City.

3) Specification section SP-4-4.00 SIGNING, STRIPING AND PAVEMENT MARKINGS has been modified to read:

**BID ITEM AND CONSTRUCTION NOTES** - This section covers the requirements for the bid item 4 and all work indicated on the plans by construction notes 22, 27, 28 and 38 and all work indicated on the sheet C5 of the plans.

**REQUIREMENTS** - The Contractor shall be responsible for removing and replacing and/or relocating "in-kind" all signing, striping, and other pavement markings which are destroyed, damaged, obscured, or otherwise affected due to the construction of the project. All signing, striping, and other pavement markings damaged by the project shall be replaced and/or relocated by the Contractor whether shown on the project plans or not. Prior to any work, the Contractor shall make a record of the existing striping and other pavement markings throughout the project limits. The striping shall be restored at the end of the project to existing condition, and include any additional project signage and striping, at the direction of the City Engineer. Any deviation in the striping must be approved by the Engineer in advance.

All work shall be performed in accordance with the provisions in Section 81, "Miscellaneous Traffic Control Devices", Section 82, "Signs and Markers", and Section 84, "Markings" of the Caltrans Specifications, MUTCD, including California Supplement, and these Special Provisions.

The Contractor shall be responsible to install Blue Reflective Pavement Markers in compliance to Riverside County Fire Department's Technical Policy# TP 06-011 - Code Reference: 2019 CFC§ 507, Riverside County Ordinance 787.9.

Unless otherwise shown on plans all permanent striping and markings on concrete shall be paint (2 coats), all permanent striping on asphalt shall be paint (2 coats) and all permanent marking on

asphalt shall be thermoplastic. A minimum of seven days shall be provided between the first and second coat of paint. Existing striping in conflict with the permanent striping shall be removed by sandblasting. Where striping joins existing striping, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping patterns a sufficient distance to ensure continuity of the striping plans for any striping in an intersection, the entire intersection shall be refreshed.

Striping shall be installed prior to opening the roadway to traffic. If the Contractor is required to open the roadway to traffic for any other cause, Contractor must install permanent or temporary striping and legends throughout the project per the City Engineer's direction prior to opening the road to the public.

Temporary striping such as "tabs" and "tape" can be used when the temporary striping and pavement markings will be in use for less than seven calendar days. All temporary striping to be in place greater than or equal to seven calendar days shall be paint unless approved otherwise by the Engineer. Temporary stop limit lines shall be paint or eight-inch-wide white traffic tape. "Black-out" of existing striping shall be kept to a minimum. Existing striping shall be removed when in conflict and in no case shall existing striping that is "blacked-out" be allowed to stay in the field without being removed for more than 24 hours.

Temporary/removable "No Parking" signs shall be installed along the route of construction a minimum of 72 hours prior to start of work in particular streets. The sign shall advise of the date of actual construction. Parking available to residents is very limited, the contractor shall be diligent with his schedule and delivery of work and no one block more than 24 continuous hours in any given phase of construction.

**PAYMENT** - The contract lump sum price for Striping, Signing and Pavement Markings, shall include full compensation for all temporary and permanent striping and pavement markings for furnishing all labor materials, tools, equipment and incidentals in place and no additional compensation will be allowed, therefore. This price shall also include all signing, delineators and RPMS unless specifically called out to be paid for in a different item. The contract price shall include removal and replacement of all striping, legends and markings. The lump sum cost shall also include preservation of existing fire hydrant reflectors and installation of new one in case damaged or in the event none exists.

4) Specification section SP-4-5.00 CLEARING & GRUBBING has been modified to read:

**BID ITEM AND CONSTRUCTION NOTES** - This section covers the requirements for bid item number 5 and all work indicated on the plans by construction notes 43, 58, and 59.

**REQUIREMENTS** - Work under this item shall conform to the provisions in Section 15, "Existing Facilities", Section 17-2, "Clearing and Grubbing", Section 18, "Dust Palliatives, Section 19,

“Earthwork”, Section 20, “Landscape”, Section 21, “Erosion Control”, and Section 22, “Finishing Roadway” of the Caltrans Specifications, these special provisions and applicable utility standards.

This item shall include all clearing and grubbing within the project area. Included in this item the Contractor shall chemically kill and remove any and all weeds that are growing within the project area and shall also chemically treat the top of sub-grade or native soil to prevent the future growth of weeds.

All weeds shall be sprayed with an herbicide mixture of either Hyvar mixed with Roundup or Pratolol mixed with Roundup, or approved equal, between seven (7) to twenty-one (21) days prior to removing the weeds. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. Full compensation for furnishing and applying weed kill shall be considered as included in the contract price paid for clearing and grubbing.

All removed material, including debris, shall become the property of the Contractor who shall be responsible for its proper disposal. The Contractor shall not leave debris, at the site overnight.

PAYMENT - The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all work conforming to the requirements of this section. No additional compensation will be allowed thereof.

5) Specification section SP-4-15.00 WATER AND SEWER FACILITIES AND APPURTANCES has been modified to read:

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 20, 21, 22, 23, 24, 25, and 26 and all installation, relocation or adjusting to grade work indicated on the plans by construction notes 29, 30, 31, 32, 41, 56 and 65.

REQUIREMENTS – All items covered in this section shall be done per E.M.W.D. standards. The Contractor shall refer specifically to the following E.M.W.D. Standards for further information:

- B-408, “Water Pipe Installation and concrete Cap Detail for ACP, PVC & DI Pipe”
- B-597A, “Reduced Pressure Backflow Preventer Assy for 3/4" - 2””
- B-668, “Valve Cap & Riser Detail”
- SB-52, “Sewer Cleanouts”
- SB-176, “Sewer Lateral Connections”
- SB-177, “Sewer Lateral”

PAYMENT – Payment for the bid item Install 2” Water line shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 2" Backflow Preventer shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Relocate Water Valves and Water Lines shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 4" Sewer Lateral shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 4" Sewer Cleanout shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 8" Sewer Pipe shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Adjust Cleanout Cover to Grade shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

6) Specification section SP-4-17.00 SWALES, BIORETENTION FACILITES, BMP'S has been modified to read:

**BID ITEMS AND CONSTRUCTION NOTES** – This section covers the requirements for bid items 31 and 32 and all work indicated on the plans by construction notes 17, and 45.

**REQUIREMENTS** –The bioretention swales shall be built at the locations, per the limits and dimensions shown on the plans, denoted as construction note 17. Constructing bioretention swales shall conform to the following requirements.

The swale shall be lined with Mirafi 140N Geotextile Filter Fabric or equivalent. The engineered soil media shall be comprised of 85 percent mineral component and 15 percent organic component, by volume, drum mixed prior to placement. The mineral component shall be a Class A sandy loam topsoil that meets the following mineral component percentage breakdown:

70-80 Sand

15-20 Silt

5-10 Clay

The organic component shall be nitrogen stabilized compost, such that nitrogen does not leach from the media. The trip ticket, or certificate of compliance, shall be made available to the inspector to provide the engineered mix meets this specification. If, as approved by the City Engineer, the engineered soil media is mixed onsite, the Contractor shall obtain at his own cost, verification from soils engineer that the mixture meets the requirements listed herein.

A 2 to 3-inch layer of standard shredded aged hardwood mulch shall be placed as the top layer inside the Bioretention Facility.

The Gravel Infiltration Basins shall be built at the locations, per the limits and dimensions shown on the plans, shall follow the detail 45 on the plans. The gravel used to fill these basins shall be clean, washed aggregate 1.5-inch to 3-inch diameter. The trip ticket, or certificate of compliance, shall be made available to the Project Inspector to provide the gravel meets this specification.

The contractor shall notify the City Engineer of areas where it appears that there is unusually high groundwater as this may affect the drainage of the facility and additional measures may need to be taken.

**PAYMENT** – The bid item Bioretention Facility shall be measured per each facility. The bid item shall be paid per each and shall cover all excavation, import, materials, tools, geotextile fabric, labor and other incidentals to complete the bioretention swale complete in place per detail 17 on the plan sheet C8.

The bid item Gravel Infiltration Basins shall be measured per each basin. The bid item shall be paid per each and shall cover all excavation, import, materials, tools, geotextile fabric, concrete curb, pvc pipe, labor and other incidentals to complete the gravel infiltration basin complete in place per the detail 45 on plan sheet C8.

7) Specification section SP-4-19.00 CONCRETE PAVEMENT has been modified to read:

**BID ITEMS AND CONSTRUCTION NOTES** – This section covers the requirements for bid item 39 and all Concrete Pavement work indicated on the plans by construction notes 7, 8, and 10.

**REQUIREMENTS** - Concrete Pavement shall comply the provisions in Sections 201-1, "Portland Cement Concrete", Section 302-6, "Portland Cement Concrete Pavement", Section 303-6, "Stamped Concrete", Section 303-7, "Colored Concrete" of the Greenbook Specifications and these provisions.

Concrete used for concrete pavement shall meet the gradation requirements in table 201-1.3.2 of the Greenbook Specifications for Grading A. The concrete pavement should have a minimum compressive strength at 28 days of 3250 psi. Contractor shall submit a joint layout plan to be



approved by the Engineer. Concrete Pavement shall be built per the latest edition of the Greenbook Standard plans. The contractor shall refer specifically to the following Standard plans:

- Greenbook Standard Plan 134-3

Transverse joints should be sawcut in the pavement within 4 to 6 hours of concrete placement, or sooner. The dowels shall be 1-5/8" in diameter and placed at 12" spacing.

**PAYMENT** – Payment for Concrete Pavement shall be per lump sum as defined in the bid schedule and shall include the rebar and all other materials needed to complete the concrete pavement. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in constructing concrete pavement complete in place. No additional compensation will be allowed, therefore.

8) Specification section SP-4-20.00 MINOR CONCRETE has been modified to read:

**BID ITEMS AND CONSTRUCTION NOTES** - This section covers the requirements for the bid items 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54 and all work indicated by construction notes 3, 4, 6, 9, 11, 12, 13, 25, 26, 39, 40, 44, 46, 47, 48, and 53.

**REQUIREMENTS** - Concrete used for minor concrete items shall comply with Section 90, "Concrete" of the Caltrans Specifications and these special provisions. Any concrete accelerators used to speed construction shall be at the Contractor's expense and no additional payment will be made by the City. All concrete used for driveways and cross gutters shall be sufficiently strong to allow them to be opened to traffic within 72 hours of placement. Minor concrete items shall be constructed using a 3250 psi concrete mix.

All minor concrete items (including, but not limited to, sidewalks, cross gutters, curb and gutter, concrete facing, driveways, ribbon gutter, and under sidewalk drains) shall be built per Riverside County Improvement Standards, Standard Plans for Public Works Construction (SPPWC), and California Stormwater Quality Association (CASQA) details and specs and City of Perris Standards except as modified herein and on the plans. All minor concrete must meet the latest ADA requirements. Minimum sidewalk thickness is a true 4.0 inches, and minimum drive approach and driveway thickness is 8.0 inches, both per Riverside County Standards. The Contractor shall refer specifically to the following standard plans of the Riverside County Transportation Department (latest edition), Greenbook Standard Plans, Caltrans Standard Plans and CASQA details and specs and City of Perris Standards for further information:

- Riverside County Standard 200, "Type A-6 Curb"
- Riverside County Standard 201, "Type A-8 Curb"
- Riverside County Standard 204, "Type D Curb"

- Riverside County Standard 205, “Curb and Gutter Joints”
- Riverside County Standard 207A, “Commercial Driveway”
- Riverside County Standard 309, “Under Sidewalk Drain”
- Riverside County Standard 400, “Sidewalk, Fire Hydrant, and Utility Pole Location”
- Riverside County Standard 401, “Sidewalk and Curb”
- Caltrans Standard Plan A88B, “Curb Ramp and Island Passageway Details”
- SPPWC Standard Plan 150-4, "Curb Drain"
- SPPWC Standard Plan 151-3, "Parkway Drain"
- CASQA Standard Plan No. SW-18, “Curb Cut Inlet for Slope Sided Bioretention Swale”
- City of Perris Standard L-1, “Safety Edge”

Truncated Domes Detectable Warning Surfaces shall meet all ADA requirements, and any requirements of the County of Riverside. The color shall be yellow # 33538.

The subgrade for all minor concrete items described in this section shall conform to requirements of section 73-1.03B of the Caltrans Specifications and these provisions. The top one (1) foot of subgrade shall be moisture-conditioned, processed, and compacted to a minimum relative compaction of 95%. Minimum relative compaction shall be 90% for sidewalk.

The grade tolerance for the subgrade grading plane at any point shall not vary more than 0.02’ (1/4-inch) below or 0.06’ (3/4-inch) above the grade established by the Engineer.

**PAYMENT** – Handicap access ramps and curb ramps shall be bid per each and shall include all work from the BCR to the ECR including, but not limited to, all concrete curb and gutter, the landing behind ramps, sidewalk, scoring, grading to conform to existing area, handrails and any and all work to make the ramp meet ADA requirements.

All commercial driveways shall be measured and paid per square foot and shall include truncated domes as shown on the plans. Payment for commercial driveway item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

All curbs and curbs and gutters shall be paid per lineal foot. Payment for curbs and curb and gutter items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

Sidewalk shall be paid per square foot. Payment for sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place. The cost of truncated domes not included in curb ramps or driveways shall be included in the unit cost of sidewalk.

Concrete ribbon gutter shall be paid per square foot. Payment for concrete ribbon gutter item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

PCC Safety Edge shall be paid per square foot. Payment for PCC Safety Edge item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.


Parkway Drains, curb drains and curb inlets shall be paid per each. Payment for parkway drains, curb drains, and curb inlet item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

9) There are no changes to the Bid Schedule.

10) The Bid Opening date has been changed from December 22, 2022, at 2:00 PM to January 5, 2023, at 2:00 PM.

11) The Bid Award date has been changed from January 10, 2023, to January 31, 2023.

**This signed Addendum must accompany your Bid on Active Bidder:**

 _____	12/22/2022 _____
Contractor	Date
Urban Habitat _____	
Company Name	

## **ADDENDUM # 2**

### **CITY OF PERRIS CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2 (CIP# F055) (P8-1333)**

The following addendum is hereby made regarding the specifications and improvement plans for the above project:

- 1) Specification section SP-4-7.00 – EXCAVATION, EARTHWORK AND REMOVALS has been modified to add the highlighted paragraph below:

**BID ITEMS AND CONSTRUCTION NOTES** – This section covers the requirements for the bid items 7, 8, and 9 and all removals or excavation work indicated on the plans by construction notes 20, 24, 29, 30, 41, 42 60, 61, 62, and 64.

**REQUIREMENTS** – Work under this item shall conform to the provisions in Section 15, “Existing Facilities”, Section 17-2, “Clearing and Grubbing”, Section 18, “Dust Palliatives”, Section 19, “Earthwork”, Section 20, “Landscape”, Section 21, “Erosion Control”, and Section 22, “Finishing Roadway” of the Caltrans Specifications, these special provisions and applicable utility standards.

This item shall include all roadway excavation, earthwork, concrete removal, asphalt concrete removal, base removal, asphalt concrete dike removal, excavation, ditch excavation, exporting, placement of fill material, including any import fill, backfill, compaction, grading, slope grading, shoulder grading, and all other earthwork if not addressed somewhere else in the bid schedule. This item also includes saw cutting if not addressed elsewhere in the bid schedule. Full compensation for saw cutting shall be considered as included in the contract price paid for Roadway Excavation and Concrete Removals.

If any export of material is required, Contractor shall export to external sources. If areas are encountered that the Contractor believes should be determined to be “unsuitable material”, the Contractor shall notify the Engineer. If the Engineer determines that the material is “unsuitable” it shall then be removed and disposed of and paid for as extra work.

It is critical to not damage the existing utilities during construction. To this end, the City has reviewed record drawings and have included existing available utility information on the civil plans. It should be emphasized that even though this information is being provided, it is the Contractor’s responsibility to protect the utilities during construction and to ensure that the existing utilities do not conflict with the proposed improvements. It is possible that all existing utilities may not be shown on the civil plans.

Any abandoned utility in place shall be capped. The material and size of the fire service to be capped is unknown. The contractor shall assume the fire service is a 4" Ductile Iron Pipe.

This work shall also consist of the offsite disposal of large trees as required. Should any direct or indirect damage or injury result in any public or private property by or on account of any act, omission, neglect, or misconduct in the execution of work, or as a consequence of the non-execution thereof on the part of the Contractor or any of his employees or agents, such property shall be restored at the expense of the Contractor to a condition equivalent to that existing before the damage or injury occurred by repairing or rebuilding the same, or by otherwise making restitution in an acceptable manner for such damage or injury, the Contractor shall be required to provide and maintain barriers, guards, and lights when and where it may be necessary in order to effectively guard the public from the work being done.

All removed material, including debris, shall become the property of the Contractor who shall be responsible for its proper disposal. The Contractor shall not leave debris, at the site overnight.

PAYMENT – The contract lump sum price for Excavation, Earthwork and Concrete Removals shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all work conforming to the requirements of this section. No additional compensation will be allowed therefor.

The contract lump sum price for Removing Water and Sewer Facilities shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all work conforming to the requirements of this section. No additional compensation will be allowed therefor.

The contract unit price for Removing Large Trees shall be per each and shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all work conforming to the requirements of this section. No additional compensation will be allowed therefor.

2) Specification Section SP-4-11.00 – LIGHTS, PULL BOXES, CONDUITS AND APPURTENANCES has been modified to add the highlighted paragraph below:

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for bid item number 14, 15, and 16 and all work indicated by construction notes 21, 37 and work on the Electrical Plans prepared by Intelligent Lighting Systems.

REQUIREMENTS - The Contractor's attention is directed to the Electrical Plans prepared by Intelligent Lighting Systems for the detailed specifications related to the Lights construction and installations. The specifications for street light equipment are contained within the Street Light Plans and are incorporated herein for the special specifications.

It is the requirement of the contractor to provide the structural design per detail 21 for the Decorative Bollards. For bidding purposes, the footing shall be bid based upon a 30" diameter by 3' deep footings with 8 - #5 vertical rebar with #3 ties at 12" O.C.

PAYMENT - Payment for Parking lot Lights and appurtenances shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide all items complete in place.

Payment for Decorative Bollards and appurtenances shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide all items complete in place.

Payment for Building Flood Lights and appurtenances shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide all items complete in place.

3) Specification section SP-4-15.00 WATER AND SEWER FACILITIES AND APPURTANCES has been modified to add the highlighted paragraphs below :

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 20, 21, 22, 23, 24, 25, and 26 and all installation, relocation or adjusting to grade work indicated on the plans by construction notes 29, 30, 31, 32, 41, 56 and 65.

REQUIREMENTS – All items covered in this section shall be done per E.M.W.D. standards. The Contractor shall refer specifically to the following E.M.W.D. Standards for further information:

- B-408, "Water Pipe Installation and concrete Cap Detail for ACP, PVC & DI Pipe"
- B-597A, "Reduced Pressure Backflow Preventer Assy for 3/4" - 2"
- B-668, "Valve Cap & Riser Detail"
- SB-52, "Sewer Cleanouts"
- SB-176, "Sewer Lateral Connections"
- SB-177, "Sewer Lateral"

The 4" sewer line replacement material shall be Acrylonitrile-Butadiene-Styrene (ABS) solid wall pipe and shall meet the requirements of ASTM designation D-2751, SDR 35 or Polyvinyl Chloride (PVC) Plastic Pipe. PVC solid wall pipe shall meet the requirements of ASTM designation D-3034, SDR 35.

The 2" domestic water service replacement material shall be 2" Schedule 80 PVC.

**PAYMENT** – Payment for the bid item Install 2” Water line shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 2” Backflow Preventer shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Relocate Water Valves and Water Lines shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 4” Sewer Lateral shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 4” Sewer Cleanout shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 8” Sewer Pipe shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Adjust Cleanout Cover to Grade shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

- 4) Specification section SP-4-16.00 – CONCRETE BLOCK WALLS AND FENCES has been modified to add the highlighted text below :

**BID ITEMS AND CONSTRUCTION NOTES** – This section covers the requirements for bid items 27, 28, 29, and 30 and all work indicated on the plans by construction notes 33, 34, 49 and 50.

**REQUIREMENTS** – All concrete block items covered in this section shall conform to the Greenbook Specification Sections 202-2, “Concrete Block” and 303-4, “Masonry Construction”. All wrought iron fence in this section shall conform to the City of Perris Standard L-17. Attention is directed to detail 49 on sheet C9 of the plans.

The existing outdoor mounting pedestal with automatic gate opener keypad shall be of the same kind as the existing or approved equal.

The existing keypad and post are the following:

Keypad – Security Brands, Inc.; Advantage DKE – 500-Code Economy Keypad – Post Mount; Model 26-500

Post – Security Brands, Inc.; Pedestal – Auto Height – Pad Mount; Model 18-001

PAYMENT – Payment for the bid item Construct Block Wall with Fence shall be per linear foot of wall constructed. Payment shall include full compensation for the footing, reinforcement, the wrought iron fencing and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing and modifications.

Payment for the bid item Construct Block Slough Wall shall be per linear foot of wall constructed. Payment shall include full compensation for the footing, reinforcement if deemed necessary and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing.

Payment for the bid item Construct Wrought Iron Fencing shall be per linear foot of Wrought Iron Fencing constructed. Payment shall include full compensation for the footing, mow curb and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing.

Payment for the bid item Remove and Install New Outdoor Mounting Pedestal with Gate Opener Keypad shall be per lump sum. Payment shall include full compensation for the replacement of any conduit or wiring and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

5) Specification section SP-4-20.00 MINOR CONCRETE has been modified to add the highlighted paragraph below:

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for the bid items 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54 and all work indicated by construction notes 3, 4, 6, 9, 11, 12, 13, 25, 26, 39, 40, 44, 46, 47, 48, and 53.

REQUIREMENTS - Concrete used for minor concrete items shall comply with Section 90, "Concrete" of the Caltrans Specifications and these special provisions. Any concrete accelerators used to speed construction shall be at the Contractor's expense and no additional payment will be made by the City. All concrete used for driveways and cross gutters shall be sufficiently strong to allow them to be opened to traffic within 72 hours of placement. Minor concrete items shall be constructed using a 3250 psi concrete mix.



All minor concrete items (including, but not limited to, sidewalks, cross gutters, curb and gutter, concrete facing, driveways, ribbon gutter, and under sidewalk drains) shall be built per Riverside County Improvement Standards, Standard Plans for Public Works Construction (SPPWC), and California Stormwater Quality Association (CASQA) details and specs and City of Perris Standards except as modified herein and on the plans. All minor concrete must meet the latest ADA requirements. Minimum sidewalk thickness is a true 4.0 inches, and minimum drive approach and driveway thickness is 8.0 inches, both per Riverside County Standards. The Contractor shall refer specifically to the following standard plans of the Riverside County Transportation Department (latest edition), Greenbook Standard Plans, Caltrans Standard Plans and CASQA details and specs and City of Perris Standards for further information:

- Riverside County Standard 200, "Type A-6 Curb"
- Riverside County Standard 201, "Type A-8 Curb"
- Riverside County Standard 204, "Type D Curb"
- Riverside County Standard 205, "Curb and Gutter Joints"
- Riverside County Standard 207A, "Commercial Driveway"
- Riverside County Standard 309, "Under Sidewalk Drain"
- Riverside County Standard 400, "Sidewalk, Fire Hydrant, and Utility Pole Location"
- Riverside County Standard 401, "Sidewalk and Curb"
- Caltrans Standard Plan A88B, "Curb Ramp and Island Passageway Details"
- SPPWC Standard Plan 150-4, "Curb Drain"
- SPPWC Standard Plan 151-3, "Parkway Drain"
- CASQA Standard Plan No. SW-18, "Curb Cut Inlet for Slope Sided Bioretention Swale"
- City of Perris Standard L-1, "Safety Edge"

Truncated Domes Detectable Warning Surfaces shall meet all ADA requirements, and any requirements of the County of Riverside. The color shall be yellow # 33538.

The subgrade for all minor concrete items described in this section shall conform to requirements of section 73-1.03B of the Caltrans Specifications and these provisions. The top one (1) foot of subgrade shall be moisture-conditioned, processed, and compacted to a minimum relative compaction of 95%. Minimum relative compaction shall be 90% for sidewalk.

The grade tolerance for the subgrade grading plane at any point shall not vary more than 0.02' (1/4-inch) below or 0.06' (3/4-inch) above the grade established by the Engineer.

A picture of the handrail to be matched indicated by construction note 40 has been attached in Addendum #2 as Exhibit #1. The location of the handrail to be matched at the City Hall Building indicated by construction note 40 has been attached in Addendum #2 as Exhibit #2. The contractor shall refer to the two exhibits and field verify the dimensions, material and finish of the handrail.

PAYMENT – Handicap access ramps and curb ramps shall be bid per each and shall include all work from the BCR to the ECR including, but not limited to, all concrete curb and gutter, the landing behind ramps, sidewalk, scoring, grading to conform to existing area, handrails and any and all work to make the ramp meet ADA requirements.

All commercial driveways shall be measured and paid per square foot and shall include truncated domes as shown on the plans. Payment for commercial driveway item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

All curbs and curbs and gutters shall be paid per lineal foot. Payment for curbs and curb and gutter items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

Sidewalk shall be paid per square foot. Payment for sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place. The cost of truncated domes not included in curb ramps or driveways shall be included in the unit cost of sidewalk.

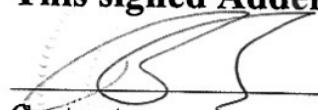
Concrete ribbon gutter shall be paid per square foot. Payment for concrete ribbon gutter item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

PCC Safety Edge shall be paid per square foot. Payment for PCC Safety Edge item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

Parkway Drains, curb drains and curb inlets shall be paid per each. Payment for parkway drains, curb drains, and curb inlet item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

- 6) There are no changes to the Bid Schedule.
- 7) The Bid Opening date has not been changed from January 5, 2023, at 2:00 PM.
- 8) The Bid Award date has not been changed from January 31, 2023.

**This signed Addendum must accompany your Bid on Active Bidder:**

  
\_\_\_\_\_  
Contractor

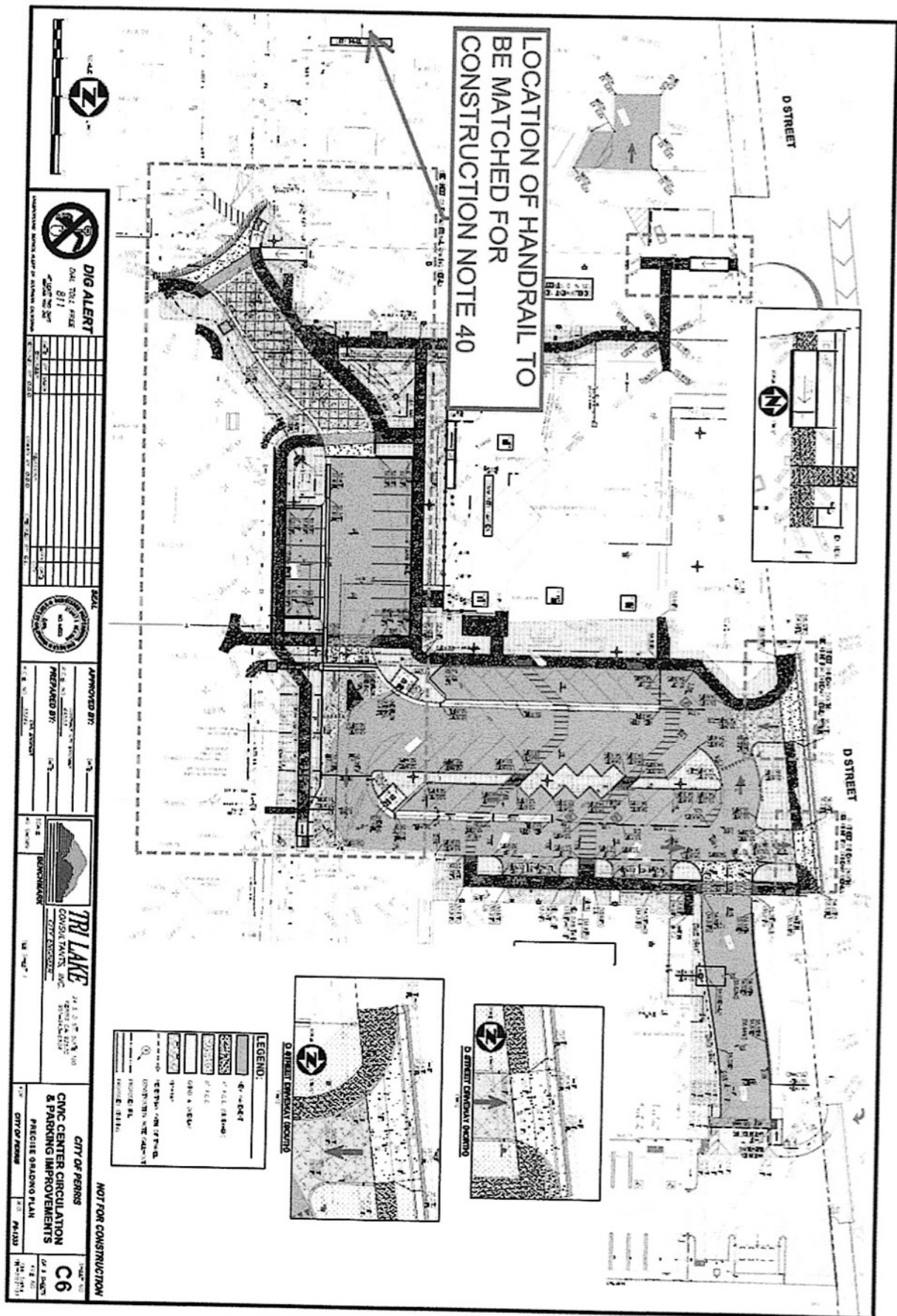
12/31/2022  
\_\_\_\_\_  
Date

Urban Habitat  
\_\_\_\_\_  
Company Name

Exhibit #1



Exhibit #2



LOCATION OF HANDRAIL TO  
BE MATCHED FOR  
CONSTRUCTION NOTE 40

**DIG ALERT**  
CALL 811  
BEFORE YOU DIG  
UNIVERSITY MICROFILMS INTERNATIONAL

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30
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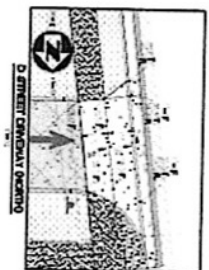
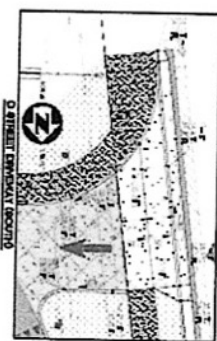
APPROVED BY:  
PREPARED BY:

DATE: 11/13/13

**TRI LAKE CONSULTANTS, INC.**  
3111 W. 10TH AVENUE  
DENVER, CO 80202  
TEL: 303.755.1234  
WWW.TRI-LAKE.COM

**CITY OF PERINS  
CIVIC CENTER CIRCULATION  
& PARKING IMPROVEMENTS  
PRECISE GRADING PLAN**

**LEGEND:**



NOT FOR CONSTRUCTION  
**C6**  
CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS  
PRECISE GRADING PLAN  
DATE: 11/13/13  
BY: [Signature]