

11) **Final Construction Change Order - Hillcrest Contracting Inc. for the Active Transportation Connections and Green Streets for Spring Street**

Authorize the City Manager to execute the final construction contract change order for the Active Transportation Connections and Green Streets for Spring Street, in the amount of an additional \$136,742.77, with Hillcrest Contracting Inc.



## REPORT TO CITY COUNCIL

**To:** Honorable Mayor and Members of the City Council

**From:** Jason Simpson, City Manager

**Prepared by:** Remon Habib, City Engineer

**Date:** July 25, 2023

**Subject:** Final Construction Change Order - Hillcrest Contracting Inc. for the Active Transportation Connections and Green Streets for Spring Street

### **Recommendation**

Authorize the City Manager to execute the final construction contract change order for the Active Transportation Connections and Green Streets for Spring Street, in the amount of an additional \$136,742.77, with Hillcrest Contracting Inc.

### **Background**

On June 22, 2021, City Council approved an Agreement for Public Works Construction with Hillcrest Contracting Inc., to complete improvements associated with the Active Transportation Connections and Green Streets for Spring Street for \$1,872,380.53 plus a 10% contingency of \$187,238.06 resulting in a total of \$2,059,618.59. This project commenced July 2022 and was completed July 2023.

### **Discussion**

During construction there were various modifications made to the approved plans due to existing field conditions and unforeseen repairs that needed to be made.

The project replaced 400 feet of 12" corrugated metal pipe. The existing pipe was collapsed at the Pottery/Spring intersection and non-functional. The project also constructed one catch basin at the Pottery and Spring Street intersection. The catch basin was severely damaged and non-functional. In addition, staff added 4,500 S.F. of sidewalk and 1,400 feet of curb and gutter to the original scope in order to enhance the Spring Street corridor pedestrian circulation and surface drainage.

Further, the project relocated a total 44 trees in coordination with the funding agency (California Natural Resource Agency). The tree relocation resulted into additional irrigation lines to ensure proper plant establishment.

This project presented a unique opportunity to upgrade the aging infrastructure over and above the improvements on the project plans.

## Final Contract Change Order Hillcrest Contracting

Staff is requesting an additional \$136,742.77, to account for the field revisions and improvements necessary to close out the project.

### **Fiscal Impact**

The final construction contract change order for Hillcrest Contracting Inc., will result in a cost of \$136,742.77.

### **Attachments**

Attachment 1- Final Contract Change Order

Attachment 2 - Original Agreement



# CONSTRUCTION CONTRACT CHANGE ORDER

Date 07/25/2023

**C.C.O FINAL**

PROJECT NAME Active Transportation Connections and Green Streets for Spring Street		
CONTRACTOR: Hillcrest Contracting, Inc.		

In conformance with and as part of the existing Agreement for this project the City of Lake Elsinore authorizes and directs changes to the Agreement as described below.

- 1) EXTRA WORK ORDER (EWO) (Unknown or Unforeseen Work not covered by Contract)
  - a) Extra Work Item A
- 2) CHANGED WORK ORDER (CWO) (Significant increases in quantity of Unit-Price items; greater than 25%):
  - a) Changed Work Item A
    - i) Time for completion will be increased/decreased by (+-) Zero (0) Working Days
- 3) CLOSING SUMMARY ORDER (CSO) (Final adjustment of original estimated contract quantities based on final measured quantities):
  - a) Closing Summary Order: Final Adjustment for revised work
    - i) Payment for this work is paid as follows:

**Total = \$136,742.77**

<b>AGREEMENT AMOUNT:</b> Compensation as set forth in the Agreement and as amended by this and prior Contract Change Order(s) is:  <b><u>\$2,196,361.36</u></b>	Original Contract Amount:	<b><u>\$1,872,380.53</u></b>
	Amount All Previous CCOs (+-):	<b><u>\$187,238.06</u></b>
	Amount This CCO (+-):	<b><u>\$136,742.77</u></b>
	Total Contract Amount:	<b><u>\$2,196,361.36</u></b>

<b>CITY'S ACCEPTANCE:</b> The above described work is hereby approved and directed to be completed in accordance with the Contract Documents.  <u>City of Lake Elsinore</u>  Rec.: _____ City Engineer Date  App.: _____ City Manager Date	<b>CONTRACTOR'S ACCEPTANCE:</b> Contractor agrees to perform the above work as directed, in accordance with the Contract Documents, and accept payment described above as full compensation for work described subject to additions and reductions of the quantities of various items.  Contractor: <u>Hillcrest Contracting, Inc.</u>  By _____ Title: _____ Date: _____
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951-674-3124

130 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKE-ELSINORE.ORG

Agreement No. \_\_\_\_\_

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**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION**

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**Hillcrest Contracting, Inc.**

**For the**

**Active Transportation  
Connections and Green  
Streets for Spring Street**

**CIP PROJECT NO. Z10058**

This Agreement for Public Works Construction ("Agreement") is made and entered into as of June 22, 2021 by and between the City of Lake Elsinore, a municipal corporation ("City") and Hillcrest Contracting, Inc., a Corporation ("Contractor").

The City and Contractor, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Project and Project Documents. Contractor agrees to construct the following public improvements ("work") identified as:

Active Transportation Connections and Green Streets for Spring Street (the "Project")

The City-approved plans for the construction of the Project, which are incorporated herein by reference and prepared by KTUA, are identified as:

Active Transportation Connections and Green Streets for Spring Street

The Project Documents include this Agreement and all of the following: (1) the Notice Inviting Bids, Instructions to Bidders, Bid Documents including Bidder's Proposal as submitted by the Contractor, Contract Documents, General Specifications, Special Provisions, and all attachments and appendices; (2) everything referenced in such documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Agreement as though fully set forth herein.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the Bidder's Proposal, such contract price being One Million Eight Hundred Seventy-Two Thousand Three Hundred Eighty and 43/100 dollars (\$1,872,380.43).

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Project Documents.

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Completion of Work.

a. Contractor shall perform and complete all work within **Ninety (90)** working days from the date of commencement specified in the Notice to Proceed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. City and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of **Five Hundred dollars (\$500.00)** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, such amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by any changes to the work.

4. Changes to Work. City and Contractor agree that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim against the City nor be the basis for a liquidated damage claim against the Contractor.

Any change to the work shall be by way of a written instrument ("change order") signed by the City and the Contractor, stating their agreement to the following:

- a. The scope of the change in the work;
- b. The amount of the adjustment to the contract price; and
- c. The extent of the adjustment to the Schedule of Performance.

The City Engineer is authorized to sign any change order provided that sufficient contingency funds are available in the City's approved budget for the Project. All change in the work authorized by the change order shall be performed under the applicable conditions of the Project Documents. City and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

5. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Labor and Material Bond, each for one-hundred percent (100%) of the contract price in the form that complies with the Project Documents and is satisfactory to the City Attorney.

6. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

7. Licenses. Contractor represents and warrants to City that it holds the contractor's license or licenses set forth in the Project Documents, is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, and holds such other licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

8. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, the County and Board Supervisors, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to

property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. Commercial General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.



iv. Builder's Risk Coverage. Prior to the commencement of any construction of the Project, Design-Builder shall obtain (or cause to be obtained) and keep in force during the term of any construction, builder's risk insurance insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood).

v. Professional Liability Coverage Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general commercial liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of

performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

10. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of Lake Elsinore  
   Attn: City Manager  
   130 South Main Street  
   Lake Elsinore, CA 92530

With a copy to:                City of Lake Elsinore  
   Attn: City Clerk  
   130 South Main Street  
   Lake Elsinore, CA 92530

If to Contractor:              Hillcrest Contracting, Inc.  
   Attn: Glenn Salsbury  
   1467 Circle City Dr.  
   Corona, CA 928779

11. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

12. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

13. Assignment and Subcontracting. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

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

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

16. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

17. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

19. Authority to Enter Agreement and Administration. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement. The City Engineer shall act as the Project administrator on behalf of the City.

20. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Prevailing Wages.

a. Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Labor Code Sections 1770, 1773, and 1773.2. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Lake Elsinore and are available for review upon request.

b. Contractor's attention is directed to the provisions of Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.6. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and the hours laws will be enforced.

c. Labor Code Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Labor Code Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. The statutory penalties for failure to pay prevailing wages will be enforced. If the Project has been awarded to Contractor on or after April 1, 2015, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner. Beginning January 1, 2016, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner without regard to when the Project was awarded to Contractor.

d. Labor Code Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Agreement. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Labor Code Section 1777.6 provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

e. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810.

23. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

Hillcrest Contracting, Inc. a Corporation

DocuSigned by:

*Jason Simpson*

8/2/2021 | 9:13 AM PDT

City Manager

DocuSigned by:

*Glenn Salsbury*

8/2/2021 | 8:51 AM PDT

By: Glenn Salsbury

Its: President

ATTEST:

DocuSigned by:

*CA*

8/2/2021 | 11:20 AM PDT

City Clerk

By:

Its:

APPROVED AS TO FORM:

DocuSigned by:

*Barbara Leibold*

8/2/2021 | 8:47 AM PDT

City Attorney

DocuSigned by:

*Shannon Buckley*

7/29/2021 | 9:10 AM PDT

Administrative Services Director

EXHIBIT A  
CONTRACTOR'S PROPOSAL  
[ATTACHED]

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

### **BIDDER'S PROPOSAL**

#### **ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING STREET CIP Z10058 URBAN GREENING GRANT NO. U29145-0**

**Company:** HILLCREST CONTRACTING, INC.

Honorable Mayor, Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Lake Elsinore for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

**Time of Completion:** **Ninety (90) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.**

### **BID SCHEDULE A**

<b>1.</b>	<b>SITE PREPARATION</b>				
<b>1.1</b>	Clearing/Grub	1	LS	135000.00	135000.00
<b>1.2</b>	Mobilization, Demobilization & Cleanup	1	LS	114000.00	114000.00
<b>1.3</b>	Temporary Traffic Control	1	LS	109000.00	109000.00
<b>1.4</b>	Storm/Non-Storm Water Pollution Control	1	LS	29600.00	29600.00
<b>1.5</b>	Survey Staking	1	LS	30600.00	30600.00
<b>1.6</b>	Sawcut existing pavement/ hardscape	4,293	LF	3.20	13737.60
<b>1.7</b>	Demo and remove existing concrete, curb, curb & gutter, AC curb	1	LS	48000.00	48000.00
<b>1.8</b>	Demo and remove existing asphalt pavement	28,925	SF	1.29	37313.25
<b>1.9</b>	Demo and remove existing ADA ramps	7	EA	900.00	6300.00
<b>1.10</b>	Demo and remove existing concrete driveway	1,770	SF	2.30	4071.00
<b>1.11</b>	Demo and remove existing catch basin	1	EA	4100.00	4100.00
<b>1.12</b>	Remove signage	1	LS	7900.00	7900.00
				<b>SEC. 1 SUBTOTAL</b>	<b>589621.85</b>

<b>2.</b>	<b>LANDSCAPE &amp; IRRIGATION</b>				
<b>2.1</b>	Tree - 15 Gallon- Planted per Tree Planting Detail A on Sheet 50	271	EACH	210.00	56910.00
<b>2.2</b>	1 Gallon Container Plant- Planted per Shrub Planting Detail A on Sheet 50	320	EACH	32.50	10400.00
<b>2.3</b>	Steel Edger	60	LF	7.30	438.00
<b>2.4</b>	Backflow Preventer with Enclosure (1-1/2" Febco 825Y w/ Guardshack SS encl)	2	EACH	4150.00	8300.00
<b>2.5</b>	Wye Strainer with Pressure Regulator	2	EACH	1370.00	2740.00
<b>2.6</b>	Controller Encl. Assy (SiteOne SA6-RM2-TW/RSE/PMR-CAC/10YR/GR-K/FSFVC-150P)	2	EACH	28400.00	56800.00
<b>2.7</b>	Ground rod / Lightning Arrestor (1 per 10 valves)	6	EACH	650.00	3900.00
<b>2.8</b>	Control System Additional 10-YR Data Service (RainMaster i-Central)	2	EACH	3150.00	6300.00
<b>2.9</b>	ProMax Remote Assembly with Transmitter (RainMaster PMR)	2	EACH	1260.00	2520.00
<b>2.10</b>	Master Valve -1-1/2" (Superior #3200)	2	EACH	530.00	1060.00

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

2.11	Flow Sensor -1" (CST Inc. FSI-TXX-001)	2	EACH	470.00	940.00
2.12	Isolation Ball Valve Assembly -1" (Jones / Ford E-1900 Brass Ball Valve)	68	EACH	370.00	25160.00
2.13	Isolation Gate Valve Assembly -1-1/2" (Jones / Ford E-1900 Brass Ball Valve)	18	EACH	610.00	10980.00
2.14	Quick Coupling Valve Assembly - 1" (Nelson #7645B)	67	EACH	370.00	24790.00
2.15	Remote Control Valve Assembly - 1" (Hunter ICV-FS)	32	EACH	260.00	8320.00
2.16	Drip Remote Control Valve Assembly - 1" (Hunter ICV-101-LF-R, 40 PSI Reg. Filter)	3	EACH	247.00	741.00
2.17	Drip Air / Vacuum Relief Valve Assembly	3	SF	53.00	159.00
2.18	Drip Flush Valve Assembly	11	EACH	82.00	902.00
2.19	Subsurface Dripline (Netafim TLRW-06-18) & Staples, Netafim Fittings	1,846	LF	2.63	4854.98
2.20	Deep Root Tree Bubbler System (RainBird RWS-M-1402)	542	LF	50.00	27100.00
2.21	Two-Wire Cable (Paige P7354D) w/Wire Connectors (3M Scotchcast 3570-GN)	5,420	LF	1.30	7046.00
2.22	Tracer wire for mainline (12AWG)	11,590	LF	0.26	3013.40
2.23	1" PVC SCH 40 Mainline Pipe	500	LF	6.10	3050.00
2.24	1-1/2" PVC SCH 40 Mainline Pipe (in landscape area)	2,400	LF	5.90	14160.00
2.25	1-1/2" PVC SCH 40 Mainline Pipe (in paving / joint trench with electrical)	5,000	LF	5.50	27500.00
2.26	1-1/2" PVC SCH 40 Mainline Pipe (in paving / irrigation only trench)	3,690	LF	5.30	19557.00
2.27	3/4" PVC SCH 40 Lateral Pipe	10,800	LF	3.60	38880.00
2.28	1" PVC SCH 40 Lateral Pipe	900	LF	3.90	3510.00
2.29	1" PVC SCH 40 Lateral Pipe (in paving / irrigation only trench)	750	LF	4.20	3150.00
2.30	1-1/4" PVC SCH 40 Lateral Pipe	20	LF	4.70	94.00
2.31	2" PVC SCH 40 Sleeve	360	LF	14.70	5292.00
2.32	3" PVC SCH 40 Sleeve	1,040	LF	17.30	17992.00
2.33	PVC SCH 40 Fittings (15% Lateral Line Total)	1	LS	1800.00	1800.00
2.34	PVC SCH 40 Fittings (20% Pressure Line Total)	1	LS	4200.00	4200.00
2.35	Misc (pipe cement, thread sealant, trench warning tape, wire connectors)	1	LS	530.00	530.00
2.36	Traffic Rated Concrete Pull Box & lid	36	EACH	530.00	19080.00
2.37	Traffic Rated Concrete Box & lid	214	EACH	530.00	113420.00
2.38	1" PVC SCH 40 Electrical Conduit	5,420	LF	3.15	17073.00
2.39	Sand Backfill on Mainline/Conduit under Roadway	329	CY	110.00	36190.00
2.40	Root Barrier	2,020	LF	20.00	12.60
SEC. 2 SUBTOTAL					614304.38

3.	<b>SITE IMPROVEMENTS</b>				
3.1	4" PCC Hardscape	16,333	SF	6.60	107797.80
3.2	ADA Ramps	17	EA	4600.00	78200.00
3.3	6" high Curb and Gutter	2,770	LF	36.00	99720.00
3.4	4" AC pavement over 4" Agg Base	17,430	SF	5.50	95865.00
3.5	PCC Cross Gutter Drainage	1,320	SF	11.40	15048.00
3.6	Residential Concrete driveway	2,520	SF	10.60	26712.00
3.7	6" high Curb	400	LF	58.00	23200.00



CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

3.8	24" wide Gutter	230	LF	24.00	5520.00
3.9	Concrete Alley Intersection, Type A	255	SF	47.00	11985.00
3.10	36" x 24" Precast Catch Basin	1	EA	4700.00	4700.00
3.11	12" dia. sdr-35, Storm Drain Pipe	6	LF	5300.00	31800.00
3.12	AC Crack Fill with Type II Slurry Coat	76,400	SF	0.58	44312.00
3.13	Truncated Domes at Existing Curb Ramps	3	EA	820.00	2460.00
3.14	6"-8" Rock Embedded in 6" thick Concrete	65	SF	42.00	2730.00
3.15	2" Irrigation Service with 1" Meter	1	EA	9800.00	9800.00
3.16	Signage and Striping	1	LS	23700.00	23700.00
SEC 3. SUBTOTAL				583549.80	

4.	<b>ELECTRICAL IMPROVEMENTS</b>				
4.1	Electrical conduit 2"PVC schedule 40 including trench and back fill	200	LF	29.40	5880.00
4.2	Electrical conduit 3"PVC schedule 40 including trench and back fill	480	LF	33.60	16128.00
4.3	Electrical pedestal station(s) for Irrigation Controllers	2	EA	3800.00	7600.00
SEC. 4 SUBTOTAL				29608.00	

**Total Bid for Bid Schedule A:** 1,817,084.13  
(Figures\*)

**Total Bid for Bid Schedule A:** One million eight hundred seventeen thousand eighty four dollars + 13/100  
(words\*)

**BID SCHEDULE B ALTERNATE 1**

B.1	Sawcut Existing Pavement/ Hardscape	LF	222	5.20	1154.40
B.2	Demo And Remove Existing Asphalt Pavement	SF	3,575	2.60	9295.00
B.3	4" AC Pavement Over 4" Agg Base (3,575 SF)	TON	90	152.00	13680.00
B.4	4" Agg Base (3,575 SF)	CY	44	120.00	5280.00
				<b>TOTAL BID</b>	29409.40

**BID SCHEDULE B ALTERNATE 2**

B.5	1.5" AC Grind And Removal (12,700 Sf)	CY	59	174.354	10287.00
B.6	AC 1.5" Overlay (12,700 Sf)	TON	120	130.00	15600.00
				<b>TOTAL BID</b>	25887.00

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

**Total Bid for Bid Schedule B:** \$ 55,296.40

(Figures\*)

**Total Bid for Bid Schedule B:** fifty five thousand two hundred ninety six dollars & 40/100  
(words\*)

### BID SCHEDULE C ALTERNATE

C.1	Electrical Conduit 2" Pvc Schedule 40 Including Trench And Back Fill	LF	12,800	18.00	230400.00
C.2	Electrical Pedestal Station For Future Street Lighting	UNIT	4	10000.00	40000.00
C.3	Street Crossing	EA	8	12600.00	100800.00
				<b>TOTAL BID</b>	<b>371,200.00</b>

**Total Bid for Bid Schedule C:** 371,200.00

(Figures\*)

**Total Bid for Bid Schedule C:** three hundred seventy one thousand two hundred dollars & 00/100  
(words\*)

### TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR  
ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR  
SPRING STREET CIP NO. Z10058

\$ 2,243,580.43

Total Bid Price in Numbers

\$ two million two hundred forty three thousand five hundred eighty dollars & 43/100

Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

### Note:

Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities. (S) denotes a specialty item. The Bid Price shall include, but not be limited to, sales tax and all other applicable taxes and fees.

All work described on the plans and in the specifications and other incidentals necessary to complete the project shall be paid under items above. No additional payments will be allowed.

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS**

The undersigned agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Lake Elsinore.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

HILLCREST CONTRACTING, INC.

Contractor

Date: 5/6/21

By: 

GLENN J. SALSBUURY, PRESIDENT

Contractor's State License No.: 471664

Class: A

Department of Industrial Relations Registration No: 1000006056

Registration Date: 1/20/15

Expiration Date: 6/30/21

Address: 1467 CIRCLE CITY DR. CORONA CA 92879

Phone: 951-273-9600

FAX: 951-273-9608

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING  
STREET CIP NO. Z10058**

**URBAN GREENING GRANT NO. U29145-0**

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

  
\_\_\_\_\_  
Bidder's Signature

5/6/21

\_\_\_\_\_  
Date

GLENN J. SALSURY

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

PRESIDENT

\_\_\_\_\_  
Title

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

**NON-COLLUSION AFFIDAVIT**

**ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING  
STREET CIP NO. Z10058**

**URBAN GREENING GRANT NO. U29145-0**

STATE OF CALIFORNIA                     )  
  ) SS  
COUNTY OF RIVERSIDE                 )

(NAME) GLENN J. SALSBUURY

affiant being first duly sworn, deposes and says:

That he or she is PRESIDENT of  
(sole owner, partner or other proper title)

HILLCREST CONTRACTING, INC. the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code Section 7106)

Address: 1467 CIRCLECITY DR. CORONA CA 92879

Telephone No.: 951-273-9600

Print Name: GLENN J. SALSBUURY

Signature: 

Title: PRESIDENT

Date: 5/6/21

**SIGNING INSTRUCTIONS TO THE CONTRACTOR**

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description of the document on the notary certificate. Attach notary certificate immediately following this page. If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.

## 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

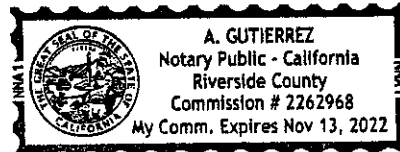
On May 6, 2021 before me, A. Gutierrez, Notary Public  
(insert name and title of the officer)

personally appeared Glenn J. Salsbury  
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)



CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

### **REFERENCES**

#### **ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING STREET CIP No. Z10058**

#### **URBAN GREENING GRANT NO. U29145-0**

Failure to demonstrate adequate experience may result in rejection of the bid.  
For all public agency projects with a similar scope of work which you have worked on (or are currently working on) in the past two (2) years, provide the following required information:

1. Name (Firm/Agency) CITY OF TEMECULA  
Address 41000 MAIN ST. TEMECULA CA 92596  
Project Title PARK & RIDE IMPROVEMENTS  
Project Location TEMECULA  
Type of Work STREET IMPROVEMENTS  
Project Manager Contact RYAN CASTILLO Phone 951-694-6411  
Dated Completed 5/2019 Contract Amount \$1,766,649
  
2. Name (Firm/Agency) CITY OF SAN BERNARDINO  
Address 290 N. D ST. SAN BERNARDINO, CA 92401  
Project Title 40TH ST & MOUNTAIN AVE. IMPROVMENTS  
Project Location SAN BERNARDINO  
Type of Work STREET IMPROVEMENTS  
Project Manager Contact MIRELA GRIGORESCU Phone 909-384-5202  
Dated Completed 6/2019 Contract Amount \$991,684
  
3. Name (Firm/Agency) CITY OF EASTVALE  
Address 12363 LIMONITE AVE. EASTVALE, CA 91752  
Project Title HAMNER AVE. WIDENING  
Project Location EASTVALE  
Type of Work STREET IMPROVEMENTS  
Project Manager Contact CRAIG BRADSHAW Phone 909-239-8408  
Dated Completed 1/2019 Contract Amount \$1,343,304

List any other projects (private, older than three (3) years, etc.) that may represent qualifying or similar experience:

4. Name (Firm/Agency) CITY OF HEMET  
Address 510 EAST FLORIDA AVE. HEMET CA 92543  
Project Title ACACIA AVE & SANDERSON AVE IMPROVEMENTS  
Project Location HEMET  
Type of Work STREET IMPROVEMENTS  
Project Manager Contact REED CHILTON Phone 951-320-6031  
Dated Completed 4/2018 Contract Amount \$2,345,381
5. Name (Firm/Agency) CITY OF PERRIS  
Address 101 N.D ST. PERRIS CA 92570  
Project Title DUKE PERRIS LOGISTICS  
Project Location PERRIS  
Type of Work STREET IMPROVEMENTS  
Project Manager Contact JOHN SATTERFIELD Phone 818-535-9474  
Dated Completed 10/2019 Contract Amount \$1,454,633
6. Name (Firm/Agency) \_\_\_\_\_  
Address \_\_\_\_\_  
Project Title \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Project Manager Contact \_\_\_\_\_ Phone \_\_\_\_\_  
Dated Completed \_\_\_\_\_ Contract Amount \_\_\_\_\_



CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

### **CONTRACTOR INFORMATION**

#### **ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING STREET CIP No. Z10058**

#### **URBAN GREENING GRANT NO. U29145-0**

Contractor's License No.: 471664 Class: A

a. Date first obtained: 2/26/85 Expiration 4/30/23

b. Has Bidder's License ever been suspended or revoked? NO

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? NO

If yes, describe claims: \_\_\_\_\_

Principals in Company (List all – attach additional sheets if necessary):

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>LICENSE NO.</u> (If Applicable)</b>
<u>GLENN J. SALSURY</u>	<u>PRESIDENT</u>	<u>N/A</u>
<u>EINERG.LINDHOLM</u>	<u>VP/SECRETARY</u>	<u>N/A</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS**

**ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING  
STREET CIP No. Z10058**

**URBAN GREENING GRANT NO. U29145-0**

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

YES / **NO** (circle one)

Federal / State / Local (circle one)

If "YES," identify and describe, (including agency and status): \_\_\_\_\_

\_\_\_\_\_

Have the penalties been paid? YES / NO (circle one)

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

YES / **NO** (circle one)

Code/Laws: \_\_\_\_\_

Section/Article: \_\_\_\_\_

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

\_\_\_\_\_

3. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five (5) years?

YES / **NO** (circle one)

If "yes," please explain: \_\_\_\_\_

\_\_\_\_\_

4. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five (5) years?

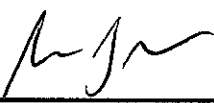
YES / **NO** (circle one)

If "yes," please explain: \_\_\_\_\_

\_\_\_\_\_

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

Notes: 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.

	5/6/21
Signature	Date
GLENN J.SALSBURY	PRESIDENT
Print Name	Title
HILLCREST CONTRACTING, INC.	
Contractor Name	

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

**DISQUALIFICATION OR DEBARMENT**

**ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING  
STREET CIP No. Z10058**

**URBAN GREENING GRANT NO. U29145-0**

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation?

YES / NO (circle one)

If yes, provide the following information (if more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

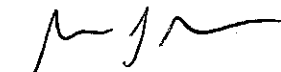
\_\_\_\_\_

\_\_\_\_\_

Has your firm been reinstated by this entity?

YES / NO (circle one)

Notes: 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.



Signature

5/6/21

Date

GLENN J. SALSBURY

Print Name

PRESIDENT

Title

HILLCREST CONTRACTING, INC.

Contractor Name

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

**If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.**

**UTILITY AGREEMENT**

**ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING STREET**

**URBAN GREENING GRANT NO. U29145-0**

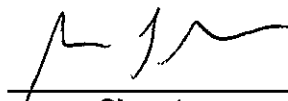
**HONORABLE MAYOR AND CITY COUNCIL  
CITY OF LAKE ELSINORE, CALIFORNIA**

The undersigned hereby promises and agrees that in the performance of the work specified in this contract for Urban Greening Project No. U29145-0, Active Transportation Connections and Green Streets Project for Spring Street, (I) (we) (it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary, primary or transmission facilities. The term "Qualified person" is defined in Title 8, California Administrative code, Section 2700, as follows:

Qualified Person: A person who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.



**Signature**

By: GLENN J. SALSBUY

**Name**

PRESIDENT

**Title**

HILLCREST CONTRACTING, INC.

**Contractor Name**

CITY OF LAKE ELSINORE CIP NO. Z10058  
URBAN GREENING GRANT NO. U29145-0

**PUBLIC CONTRACT CODE**  
**ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING**  
**STREET CIP No. Z10058**  
**URBAN GREENING GRANT NO. U29145-0**

**Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, State. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not   X   been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Public Contract Code Section 10162 Questionnaire**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes\_\_\_\_ No   X  

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

**Public Contract Code 10232 Statement**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediate preceding two-year period because of the Contractor's failure to comply with an order of federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

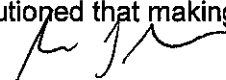
 _____ Signature GLENN J. SALSURY _____ Print Name Contractor Name	5/6/21 _____ Date PRESIDENT _____ Title
---	--

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

**LIST OF SUBCONTRACTORS****ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING  
STREET CIP No. Z10058****URBAN GREENING GRANT NO. U29145-0**

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: Belco Electric group

License Number: 738518  
Address of Office, Mill or Shop: 14320 Albers Way Chino CA 91710  
Specific Description of Sub-Contract: and Bid Items of Work: electric  
Item 2.34-2.38, 4.1-4.3, C.1-C.3

Name Under Which Subcontractor is Licensed: Marina Landscape

License Number: 492862  
Address of Office, Mill or Shop: 1900 S. Lewis St. Anaheim CA 92805  
Specific Description of Sub-Contract: and Bid Items of Work: Landscape  
Item 2.1-2.35, 2.39-2.40

Name Under Which Subcontractor is Licensed: Mark Whitaker Masonry

License Number: 598179  
Address of Office, Mill or Shop: 4499 Hillside Ave Norco CA 91760  
Specific Description of Sub-Contract: and Bid Items of Work: masonry  
Item 3.14

Name Under Which Subcontractor is Licensed: All American Asphalt

License Number: 267073  
Address of Office, Mill or Shop: 400 E. 6th St. Corona CA 92887  
Specific Description of Sub-Contract: and Bid Items of Work: Slurry Seal  
Item 3.12

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list alternate subcontractors for the same work.



**LIST OF SUBCONTRACTORS****ACTIVE TRANSPORTATION CONNECTIONS AND GREEN STREETS PROJECT FOR SPRING  
STREET CIP No. Z10058****URBAN GREENING GRANT NO. U29145-0**

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: Cal Stripe

License Number: 185387  
Address of Office, Mill or Shop: 2040 E. Steel Rd. Colton CA 92324  
Specific Description of Sub-Contract: and Bid Items of Work: Signs & Striping  
Item 3.16

Name Under Which Subcontractor is Licensed: CASE Land Surveying

License Number: 155411  
Address of Office, Mill or Shop: 414 N. Lockhoff St. Orange CA 92668  
Specific Description of Sub-Contract: and Bid Items of Work: Survey  
Item 1.5

Name Under Which Subcontractor is Licensed: Titan engineering

License Number: 747932  
Address of Office, Mill or Shop: 27890 Clinton Keith Rd. D196 Murmet CA 92562  
Specific Description of Sub-Contract: and Bid Items of Work: Water  
Item 3.10, 3.11, 3.15

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_  
Address of Office, Mill or Shop: \_\_\_\_\_  
Specific Description of Sub-Contract: and Bid Items of Work: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list alternate subcontractors for the same work.



HILLCREST-

RFINLAYSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  <b>The Wooditch Company Insurance Services, Inc.</b> 1 Park Plaza, Suite 400 Irvine, CA 92614	CONTACT NAME:		PHONE (A/C, No, Ext): (949) 553-9800		FAX (A/C, No): (949) 553-0670
	E-MAIL ADDRESS:				
INSURED  <b>Hillcrest Contracting, Inc.; Ros Mar Equipment Co., Inc.</b> 1467 Circle City Drive Corona, CA 92879	INSURER(S) AFFORDING COVERAGE				NAIC #
	INSURER A: <b>Executive Risk Indemnity, Inc.</b>				35181
	INSURER B: <b>Federal Insurance Company</b>				20281
	INSURER C:				
	INSURER D:				
	INSURER E:				
INSURER F:					

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		54310295	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			54310294	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	54310296	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Hillcrest Job #2748; City Job #Z10058; Active Transportation Connection and Green Streets. glalp  
 City of Lake Elsinore, a municipal corporation, its elected or appointed officers, officials, employees, agents and volunteers are included as Additional Insured as respects General Liability per attached endorsement.  
 This insurance shall apply as Primary and Non-Contributory per attached endorsement.

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CITY OF LAKE ELSINORE

JUL 28 2021

## CERTIFICATE HOLDER

## CANCELLATION

ENGINEERING DIVISION

City of Lake Elsinore, a municipal corporation  
 130 South Main Street  
 Lake Elsinore, CA 92530

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*



LOC #: 1

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY		NAMED INSURED Hillcrest Contracting, Inc.; Ros Mar Equipment Co., Inc. 1467 Circle City Drive Corona, CA 92879	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance****Cancellation:****\*Except 10 Days Notice of Cancellation for Non-Payment of Premium.****\*Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.\***

POLICY NUMBER: 54310295

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 54310295

COMMERCIAL GENERAL LIABILITY

CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 54310295

COMMERCIAL GENERAL LIABILITY  
10-02-2461 (Ed. 7-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Additional Insured:**

**Location Of Covered Operations:**

Where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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JUL 28 2021

ENGINEERING DIVISION



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



471664

ETL CORP

HILLCREST CONTRACTING INC

ASBESTOS ABATEMENT  
A HAZ



Expiration Date  
04/30/2023

www.cslb.ca.gov



## BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

**Business Name:** HILLCREST CONTRACTING INC  
**Business Location:** 1467 CIRCLE CITY DR  
CORONA, CA 92879-1608  
**Owner Name(s):** GLENN SALSURY  
LINDY LINDHOLM 1

HILLCREST CONTRACTING INC  
P.O. BOX 1898  
CORONA, CA 92878

## CITY OF LAKE ELSINORE

ADMINISTRATIVE SERVICES-LICENSING  
130 South Main Street Lake Elsinore, CA 92530  
951.674.3124

TO BE POSTED IN A CONSPICUOUS PLACE

**BUSINESS LICENSE NO.** 021082  
**Business Type:** GENERAL BUILDING CONTRACTOR

**Description:** GENERAL CONTRACTOR

**Issue Date:** 8/1/2020 **Expiration Date:** 7/31/2021

THIS IS YOUR LICENSE - NOT TRANSFERABLE

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CITY OF LAKE ELSINORE

JUL 28 2021

ENGINEERING DIVISION

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

**Business Name:** HILLCREST CONTRACTING INC  
**Business Location:** 1467 CIRCLE CITY DR  
CORONA, CA 92879-1668  
**Owner Name(s):** GLENN SALSBURY  
LINDY LINDHOLM

HILLCREST CONTRACTING INC  
P.O.BOX 1898  
CORONA, CA 92878

CITY OF LAKE ELSINORE

*Administrative Services - Licensing*  
130 South Main Street, Lake Elsinore, CA 92530  
PH (951) 674-3124

**BUSINESS LICENSE NO.** 021082  
**Business Type:** GENERAL BUILDING CONTRACTOR  
**Description:** GENERAL CONTRACTOR

**Issue Date:** 8/1/2021 **Expiration Date:** 7/31/2022

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE