

## BID FORM

NAME OF BIDDER: Urban Habitat

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

### Bid # 110-23 Field Irrigation Renovation at Various Sites

#### A. BID SCHEDULE

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE + ALLOWANCE:

| BASE BID<br>+<br>ALLOWANCE | BID PRICE<br>(IN WRITTEN FORM)                           | BID PRICE<br>(IN NUMBERS) |
|----------------------------|----------------------------------------------------------|---------------------------|
| TOTAL<br>BID PRICE         | Six Hundred Twenty Thousand<br>Six Hundred Sixty Dollars | \$620,660                 |

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

#### BID SCHEDULE

| NO. | ITEM DESCRIPTION              | Total Site Cost<br>Excluding Allowance |
|-----|-------------------------------|----------------------------------------|
| 1.  | Parsons Field                 | \$ 215,992                             |
| 2.  | Early College High School     | \$ 162,694                             |
| 3.  | Newport Heights<br>Elementary | \$ 191,974                             |

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the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

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the District provides the successful bidder with the Notice of Award.

#### BID SCHEDULE

Upon receipt of the signed contract and other required documents, the contract will be executed by the District, after which the District will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Orange County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the District's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. N/A from the N/A Bank in the amount of N/A, which is not less than ten percent (10%) of this bid, payable to Newport-Mesa Unified School District as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Newport-Mesa Unified School District.

Bidder is an individual \_\_\_\_\_, or corporation X, or partnership \_\_\_\_\_, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

963744, Expires 07/31/2023, Class: C27, C-61/D49, A

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If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size

#### **BID SCHEDULE**

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Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

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

Addenda No. 1

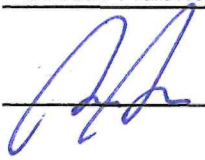
Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
3. Attached is the completed Iran Contracting Act Certificate form.
4. Attached is the completed Public Works Contractor Registration Certification form.
5. Attached is the completed Designation of Subcontractors form.
6. Attached is the completed Information Required of Bidders form.
7. Attached is the Asbestos-Free Material Certification.
8. Attached is the Recycled Content Certification.
9. Attached is the Contractor & Subcontractor Fingerprinting Requirements form.
10. Attached is the Drug-Free Workplace Certificate.
11. Attached is the Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy.
12. Attached is the fully executed Non-Collusion Declaration form.

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

Name of Bidder Urban Habitat

Signature 

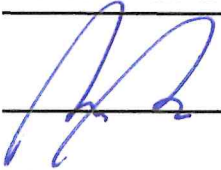
Name and Title Brett Brennan, President

Dated 04/19/2023

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Urban Habitat

Signature 

Name and Title Brett Brennan, President

Dated 04/19/2023

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS COMPENSATION**

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code section 2200 et seq.)**

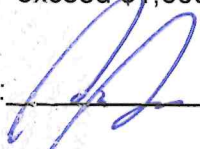
As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

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

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

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

Signature:  \_\_\_\_\_

Printed Name: Brett Brennan

Title: President

Firm Name: Urban Habitat

Date: 04/19/2023

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

**IRAN CONTRACTING ACT CERTIFICATION**

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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

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

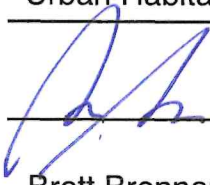
Name of Bidder: Urban Habitat

DIR Registration Number: 1000003890

Bidder further acknowledges:

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

Name of Bidder Urban Habitat

Signature 

Name and Title Brett Brennan, President

Dated 04/19/2023

**PUBLIC WORKS CONTRACTOR  
REGISTRATION CERTIFICATION**

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## BID BOND

The makers of this bond are, Urban Habitat  
\_\_\_\_\_, as Principal, and The Gray Casualty & Surety Company  
\_\_\_\_\_, as Surety and are held and firmly bound unto the  
NEWPORT-MESA UNIFIED SCHOOL DISTRICT, hereinafter called the District, in the penal  
sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District  
for the work described below, for the payment of which sum in lawful money of the United  
States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal  
has submitted the accompanying bid dated April 13, 20 23, for Bid # 110-23 Field  
Irrigation Renovation at Various Sites.

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this  
instrument under their several seals this 6th day of April, 2023, the  
name and corporate seal of each corporation.

(Corporate Seal)

Urban Habitat

Contractor/Principal

By:

Brett Brennan

Title:

President

(Corporate Seal)

The Gray Casualty & Surety Company

Surety

By:

Matthew C. Gaynor  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

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

The rate of premium on this bond is N/A per thousand.

The total amount of premium charges, \$ N/A.

(The above must be filled in by corporate attorney)

### THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

**BID BOND**

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(Name and Address of Surety)

The Gray Casualty & 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 # 401

Santee, CA 92071

(Telephone number of Surety and Agent or Representative for service of process in California)

Surety: (504) 888-7790

Agent: (619) 937-0164

**BID BOND**

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## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

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

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

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

\_\_\_\_\_  
Number of Pages

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

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

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

**BID BOND**

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## Notary Acknowledgment

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

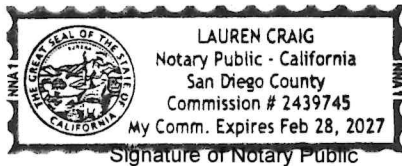
STATE OF CALIFORNIA

COUNTY OF San Diego

On April 6, 2023, before me, Lauren Craig, Notary Public, 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.

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- ☐ Individual  
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

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

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

#### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

**END OF BID BOND**

**BID BOND**

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

**GENERAL POWER OF ATTORNEY**

**Bond Number:** N/A

**Principal:** Newport-Mesa Unified School District

**Project:** Bid #110-23 Field Irrigation Renovation at Various Sites

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 6<sup>th</sup> day of April, 2023.

*Mark S. 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 6<sup>th</sup> day of April, 2023.

*Leigh Anne Henican*



# California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside

} S.S.

On April 19, 2023 before me, Theresa Cathryn Brennan

Name of Notary Public, Title

personally appeared Brett M. Brennan

Name of Signer (1)

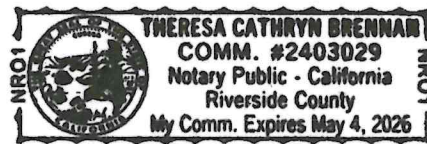
Name of Signer (2)

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.

Theresa Cathryn Brennan  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s) \_\_\_\_\_  
Title(s) \_\_\_\_\_

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_

### DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

| Work to be done by Subcontractor | Name of Subcontractor | Location of Business                       | CSLB Contractor License Number | DIR Registration Number |
|----------------------------------|-----------------------|--------------------------------------------|--------------------------------|-------------------------|
| HydroSeed                        | HydroSeed Inc         | 460 Corporate Drive<br>Sunnyvale, CA 92029 | 582303                         | 1000005171              |
|                                  |                       |                                            |                                |                         |
|                                  |                       |                                            |                                |                         |
|                                  |                       |                                            |                                |                         |
|                                  |                       |                                            |                                |                         |

### DESIGNATION OF SUBCONTRACTORS





| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License Number | DIR Registration Number |
|----------------------------------|-----------------------|----------------------|--------------------------------|-------------------------|
| No Additional                    | Subcontractors        | B.B.                 |                                |                         |

Name of Bidder Urban Habitat

Signature [Signature]

Name and Title Brett Brennan, President

Dated 04/19/2023

# DESIGNATION OF SUBCONTRACTORS

## INFORMATION REQUIRED OF BIDDERS

### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

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

- 1.0 Name of Bidder: Urban Habitat
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: PO Box 1177, La Quinta, CA 92247  
  
  
(760) 345-1101  
Facsimile Number Telephone Number
- 4.0 How many years has Bidder's organization been in business as a Contractor?  
12 years
- 5.0 How many years has Bidder's organization been in business under its present name?  
5 years
- 5.1 Under what other or former names has Bidder's organization operated?  
Urban Habitat Environmental Landscapes
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: May 5, 2011
- 6.2 State of Incorporation: California
- 6.3 President's Name: Brett Brennan
- 6.4 Vice-President's Name(s): Brett Brennan
- 6.5 Secretary's Name: Brett Brennan
- 6.6 Treasurer's Name: Mavion Weed
- 7.0 If an individual or a partnership, answer the following:
- 7.1 Date of Organization: N/A
- 7.2 Name and address of all partners (state whether general or limited partnership): N/A

## INFORMATION REQUIRED OF BIDDERS

- 8.0 If other than a corporation or partnership, describe organization and name principals: N/A
- 9.0 List other states in which Bidder's organization is legally qualified to do business: N/A
- 10.0 What type of work does the Bidder normally perform with its own forces? Landscape, Irrigation
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why: No
- 12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation: No
- 13.0 List Trade References: Site One 1548 S. Mountain View Ave.  
San Bernardino CA 92408 (909) 659-6747  
Norman's Nursery - 8665 E. Duarte Rd.  
San Gabriel, CA 91715 (626) 237-6112  
Beck Oil - 16640 D St., Norwalk, CA 92395 (760) 245-3477
- 14.0 List Bank References (Bank and Branch Address): US Bank - Melissa Lopez  
78435 Ca-111, La Quinta, CA 92253  
(760) 564-6661
- 15.0 Name of Bonding Company and Name and Address of Agent: Rancho Mesa Insurance Services  
Matt Gaynor  
250 Riverview Parkway, Santee, CA 92071

INFORMATION REQUIRED OF BIDDERS

## B. LIST OF CURRENT PROJECTS (BACKLOG)

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

[illegible]

## INFORMATION REQUIRED OF BIDDERS

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

[illegible]

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#8.2 All Completed Projects

| Project Name                              | Owner, Contact & Address                                                                   | Architect & Contact Info                                                                                   | Original Contract Duration | Actual Project Completion Duration | Original Contract Price | Final Adjusted Contract Price |
|-------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------|-------------------------|-------------------------------|
| La Quinta Highlands                       | City of La Quinta: Ubaldo Ayon, 78495 Calle Templeo, La Quinta, CA 92253; (760) 777-7000   | Herrmann Design Group; Chris Herrmann; 77899 Wolf Rd., #102, Palm Desert, CA 92211; (760) 777-9131         | 4 Months                   | 4 Months                           | 721039.7 \$             | 729,034.20                    |
| Coachella Public Library & Senior Center* | City of Coachella: Lynn Garmain; 53990 Enterprise Way, Coachella, CA 92236; (760) 398-3502 | RLA; 8841 Research Dr., Irvine, CA 92618; (949) 387-1323                                                   | 1.5 years                  | 1.5 years                          | 381057 \$               | 505,425.75                    |
| Galene Trussing                           | Duglins Construction; 341 Crown Ct., Imperial, CA 92251; (760) 355-5600                    | Duglins Construction; 341 Crown Ct., Imperial, CA 92251; (760) 355-5600                                    | 4 Months                   | 4 Months                           | 60,029.53 \$            | 64,745.53                     |
| O'Callaghan Park Irrigation Renovation    | City of Henderson; Adrian Carby; 240 S. Water St., Henderson, NV 89015; (702) 267-2923     | Southwick Landscape Architects; 1700 W. Horizon Ridge Pkwy., Ste. 203, Henderson, NV 89012; (702) 597-3108 | 5 months                   | 7 months                           | 1257522.1 \$            | 1,273,054.20                  |
| Madison Street Apartments*                | Pacific West Builders; 430 E. State St., Ste. 100, Eagle, ID 83616; (208) 461-0022         | Thomas H Phelps Landscape Architecture; PO Box 8328, Chico, CA 95927; (530) 892-8897                       | 3 months                   | 3 months                           | 135546.3 \$             | 134,044.30                    |
| La Quinta Auto Collection Frontage        | LA Auto Collection; 79225 HWY 111, La Quinta, CA 92253; (760) 771-8200                     | Herrmann Design Group; Chris Herrmann; 77899 Wolf Rd., #102, Palm Desert, CA 92211; (760) 777-9131         | 3 months                   | 3 months                           | 358843.05 \$            | 349,042.05                    |
| San Pablo Meadows*                        | City of Palm Desert; Randy Bowman; 73510 Fred Waring Dr., Palm Desert, CA 92260            | ADL Planning Associates; 2879 State St., Ste. C, Carlsbad, CA 92008; (760) 729-8637                        | 1 year                     | 1 year                             | 940026 \$               | 937,038.48                    |
| Inland Empire Health Plan*                | IEHP; 9500 Cleveland Ave., Rancho Cucamonga, CA 91730; (800) 440-4347                      | Architerra Design Group; 10221-A Treadmark St., Rancho Cucamonga, CA 91730; (909) 484-2800                 | 1 year                     | 1 year                             | 930468 \$               | 943,638.27                    |
| Agua Caliente Casino*                     | 5401 Dinah Shore Dr., Palm Springs, CA 92264; (760) 699-6800                               | Nemo on Record                                                                                             | 1 month                    | 1 month                            | 500,094.27 \$           | 500,094.27                    |
| Thor Park                                 | City of Coachella; Lynn Garmain; 53990 Enterprise Way, Coachella, CA 92236; (760) 398-3502 | Urban Habitat Design Build                                                                                 | 1 Month                    | 1 Month                            | 131,550.00 \$           | 131,550.00                    |
| City of La Quinta - Rancho Ocotillo       | City of La Quinta: Ubaldo Ayon; 78495 Calle Templeo, La Quinta, CA 92253; (760) 777-7000   | Herrmann Design Group; Chris Herrmann; 77899 Wolf Rd., #102, Palm Desert, CA 92211; (760) 777-9131         | 4 months                   | 4 months                           | 657317 \$               | 702,668                       |
| Coachella Valley Water District Reservoir | CVRD; Mario Zamora; 75525 Hoveler Ln. E, Palm Desert, CA 92211; (760) 398-2657             | Dudek; 853 Lincoln Way, Ste. 208, Auburn, CA 95603; (530) 887-8500                                         | 1 month                    | 1 month                            | 112404 \$               | 112,414.24                    |
| City of La Quinta - SilverRock Park Venue | City of La Quinta: Ubaldo Ayon; 78495 Calle Templeo, La Quinta, CA 92253; (760) 777-7000   | Herrmann Design Group; Chris Herrmann; 77899 Wolf Rd., #102, Palm Desert, CA 92211; (760) 777-9131         | 6 months                   | 1.5 years                          | 4218879.75 \$           | 5,576,111.09                  |
| Grapefruit Blvd. Greening Project*        | City of Coachella: Lynn Garmain; 53990 Enterprise Way, Coachella, CA 92236; (760) 398-3502 | Ray Lopez Associates; 56960 Jackson St., Thermal, CA 92274                                                 | 6 months                   | 6 months                           | 454266.2 \$             | 491,567.30                    |

Portia Meduri

# #8.1 Similar Completed Projects

| Project Name                              | Owner, Contact & Address                                                                             | Function/Use of Project                   | Original Contract Duration | Actual Project Completion Duration | Original Contract Price | Final Adjusted Contract Price |
|-------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------|------------------------------------|-------------------------|-------------------------------|
| La Quinta Highlands                       | City of La Quinta; Ubaldo Ayon; 78495 Calle Tampico, La Quinta, CA 92253; (760) 777-7000             | Parkway Renovation                        |                            |                                    | \$                      | 729,034.20                    |
| O'Callaghan Park Irrigation Renovation    | City of Henderson; Adrian Clark; 240 S. Water St., Henderson, NV 89015; (702) 267-2323               | Park Irrigation Remodel                   |                            |                                    | \$                      | 1,257,522.10                  |
| San Pablo Medans*                         | City of Palm Desert; Randy Bowman; 73510 Fred Waring Dr., Palm Desert, CA 92260                      | Median Renovation - landscape/irrigation  |                            |                                    | \$                      | 937,088.48                    |
| Inland Empire Health Plan*                | IEHP; 9500 Cleveland Ave., Rancho Cucamonga, CA 91730; (800) 440-4347                                | New Building - landscape/irrigation       |                            |                                    | \$                      | 946,478.27                    |
| Agua Caliente Casino*                     | Agua Caliente Band of Cahuilla Indians; 5401 Dinah Shore Dr., Palm Springs, CA 92264; (760) 699-6800 | New Casino - landscape/irrigation         |                            |                                    | \$                      | 509,094.27                    |
| City of La Quinta - Rancho Ocotillo       | City of La Quinta; Ubaldo Ayon; 78495 Calle Tampico, La Quinta, CA 92253; (760) 777-7000             | Parkway Renovation                        |                            |                                    | \$                      | 702,688                       |
| City of La Quinta - SilverRock Park Venue | City of La Quinta; Ubaldo Ayon; 78495 Calle Tampico, La Quinta, CA 92253; (760) 777-7000             | Build park, pond, amphitheatre and venue  |                            |                                    | \$                      | 5,576,111.69                  |
| Grapefruit Blvd. Greening Project*        | City of Coachella; Lynn Germann; 53990 Enterprise Way, Coachella, CA 92236; (760) 398-3502           | Parkway Renovation - landscape/irrigation |                            |                                    | \$                      | 489,947.19                    |
| Coachella Valley Arena East Parking Lot   | HN & Francis C Berger; Doug Vance; 42600 Cook St., Palm Desert, CA 92211; (760) 341-5293             | Design/Install Parking lot                |                            |                                    | \$                      | 2,173,013.80                  |
| X-Park                                    | City of La Quinta; Ubaldo Ayon; 78495 Calle Tampico, La Quinta, CA 92253; (760) 777-7000             | Landscape/irrigation at park              |                            |                                    | \$                      | 527,678.43                    |
| Topaz Renovation                          | City of La Quinta; Ubaldo Ayon; 78495 Calle Tampico, La Quinta, CA 92253; (760) 777-7000             | Parkway Renovation                        |                            |                                    | \$                      | 661,571.05                    |

\* Indicated Urban Habitat is a subcontractor

\* \* \*

## D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

### Personnel:

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

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

Jose Salcedo - Project Manager - 50%  
Daniel Ramos - Senior Superintendent - 50%

2. Summarize each person's specialized education:

Jose Salcedo - Management Degree  
Daniel Ramos - Irrigation Technician Certified

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

Jose Salcedo - 25 years  
Daniel Ramos - 15 years

4. Summarize such experience:

- Jose Salcedo - Management of Park, School & Hospital Projects with Both Site Work & Softscape.  
- Daniel Ramos - Field Supervision of Projects with Both Irrigation & Landscape

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

### Changes Occurring Since Prequalification

If the District conducted a prequalification and if any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

none.

## INFORMATION REQUIRED OF BIDDERS

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***Additional Bidder's Statements:***

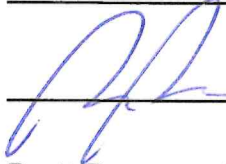
If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder Urban Habitat

Signature 

Name and Title Brett Brennan, President

Dated 04/19/2023

## ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Field Irrigation Renovation at Various Sites (hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of Urban Habitat (hereinafter referred to as the "Contractor").

To the best of my knowledge, information, and belief, in completing the Contractor's Work for the Project, no material furnished, installed, or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos, or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

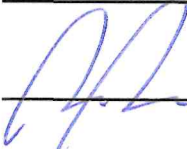
The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this 19th day of April, 2023 at La Quinta, CA.

Name of Bidder Urban Habitat

Signature 

Name and Title Brett Brennan, President

Dated 04/19/2023

ASBESTOS-FREE MATERIALS CERTIFICATION

# Notary Acknowledgment

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

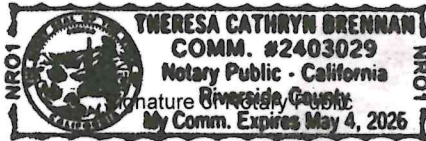
STATE OF CALIFORNIA  
COUNTY OF Riverside

On April 19, 2023, before me, Theresa Cathryn Brennan, Notary Public, 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.



Theresa Cathryn Brennan

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- ☐ Individual  
☐ Corporate Officer

Title(s)

- ☐ Partner(s)  
☐ Limited  
☐ General

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

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

### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

ASBESTOS-FREE MATERIALS CERTIFICATION

## RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Field Irrigation Renovation at Various Sites (hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor").

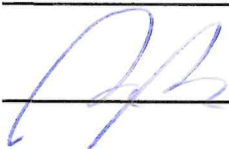
Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

1 % Post consumer Material 1 % Secondary Material.

Executed on this 19th day of April, 20<sup>23</sup> at La Quinta, CA

Name of Bidder Urban Habitat

Signature 

Name and Title Brett Brennan, Presiden

Dated 04/19/2023

RECYCLED CONTENT CERTIFICATION

# Notary Acknowledgment

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

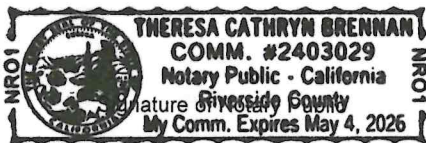
STATE OF CALIFORNIA  
COUNTY OF Riverside

On April 19, 2023, before me, Theresa Cathryn Brennan, Notary Public, 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.



Theresa Cathryn Brennan

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)  
☐ Partner(s) ☐ Limited  
☐ General  
☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:  
Signer is representing:  
Name Of Person(s) Or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document  
\_\_\_\_\_  
Number of Pages  
\_\_\_\_\_  
Date of Document  
\_\_\_\_\_  
Signer(s) Other Than Named Above

RECYCLED CONTENT CERTIFICATION

- 36 -

## CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

### CONTRACTOR CERTIFICATION

With respect to the Contract dated April 19th 2023 by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") and Urban Habitat ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

[Signature]  
Contractor's Representative

04/19/2023  
Date

### CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") has determined that \_\_\_\_\_ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated \_\_\_\_\_, 20\_\_ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract.
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

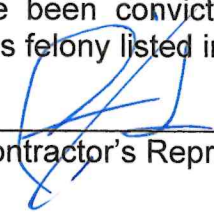
Not Applicable . B.B.

## CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

## CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

### SUBCONTRACTOR'S CERTIFICATION

The **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") entered into a Contract for services with Urban Habitat ("Contractor") on or about April 19th, 2023 ("Contract"). This certification is submitted by \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

  
\_\_\_\_\_  
Subcontractor's Representative

4/19/2023  
\_\_\_\_\_  
Date

### SUBCONTRACTOR'S EXEMPTION

~~The **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") entered into a Contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:~~

~~The Subcontractor's employees will have limited contact with District students during the course of the Contract.~~

~~Emergency or exceptional circumstances exist; or~~

~~With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:~~

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

*Not Applicable - B.B.*

## CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") and Urban Habitat

Field Irrigation Renovation at Various Sites (hereinafter referred to as the "Contractor") for the Field Irrigation Renovation at Various Sites Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The person's or organization's policy of maintaining a drug-free workplace.
  - 3. The availability of drug counseling, rehabilitation, and employee-assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall

## DRUG FREE WORKPLACE CERTIFICATION

abide by Government Code Section 8355 when performing the Contract for the Project by:

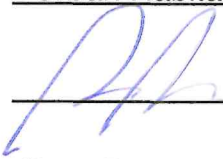
- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace.
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this 19th day of April,  
20 23 at La Quinta, CA.

Name of Bidder Urban Habitat

Signature 

Name and Title Brett Brennan, President

Dated 04/19/2023

**DRUG FREE WORKPLACE CERTIFICATION**

## Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF Riverside

On April 19, 2023, before me, Theresa Cathryn Brennan, Notary Public, 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.

A handwritten signature of Theresa Cathryn Brennan in cursive script, written over a horizontal line.

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- ☐ Individual  
☐ Corporate Officer

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

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

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

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

\_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

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

\_\_\_\_\_  
Number of Pages

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND  
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Urban Habitat  
\_\_\_\_\_  
Contractor Name

  
\_\_\_\_\_  
Signature

04/19/2023  
\_\_\_\_\_  
Date

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-  
FREE CAMPUS POLICY**

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of Urban Habitat, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on April 19th, 2023 [date], at La Quinta [city], California [state].

Name of Bidder Urban Habitat

Signature [Signature]

Name Brett Brennan

Title President

## NON-COLLUSION DECLARATION



**Newport-Mesa**  
Unified School District

## **NEWPORT-MESA UNIFIED SCHOOL DISTRICT**

### **ADDENDUM NO. 1** Field Irrigation Renovation

#### **BID No. 110-23**

NEWPORT MESA UNIFIED SCHOOL DISTRICT  
2985 BEAR ST., BLDG.-A  
COSTA MESA, CALIFORNIA 92626

April 10, 2023

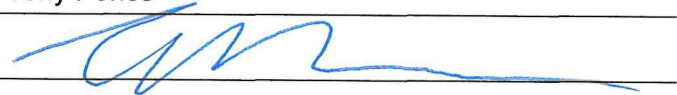
The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. ***Modify: Change Bid Opening Date To Wednesday April 19, 2023, at 2:00 PM.***

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

|              |                                                                                             |
|--------------|---------------------------------------------------------------------------------------------|
| Name:        | <u>Tony Ponce</u>                                                                           |
| Signature:   | <u></u> |
| Firm Name:   | <u>Urban Habitat</u>                                                                        |
| Address:     | <u>PO Box 1177</u>                                                                          |
|              | <u>La Quinta, CA 92247</u>                                                                  |
| Telephone #: | <u>760-345-1011</u>                                                                         |
| Fax #:       | <u>855-469-4224</u>                                                                         |

(END OF ADDENDUM NO.1)