

AGREEMENT

This Agreement is made and entered into this 15th day of November, 2021 by and between **THE CITY OF LA HABRA**, hereinafter referred to as the “**CITY**” and **HORIZONS CONSTRUCTION CO. INT’L, INC.** hereinafter referred to as the “**CONTRACTOR**”.

RECITALS

WHEREAS, the City requires CONSTRUCTION WORK: and,

WHEREAS, the Contractor is qualified and experienced to perform such work; and,

NOW, THEREFORE, **CITY** and **CONTRACTOR** for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I **SCOPE OF WORK; TERM**

1.1 General Scope of Work:

CONTRACTOR shall for the price bid, upon request from **CITY**, furnish at his /her own proper cost and expense all necessary labor, materials, equipment, methods, processes, implements, services, tools, supplies, transportation, utilities and all other items and facilities to perform the required work for the **ANNUAL SIDEWALK AND CURB ACCESS RAMP IMPROVEMENTS FY 20-21, PROJECT NO. 3-R-20**, (hereinafter “The Project”). The project shall be performed in accordance with the contract documents consisting of the Proposal, the Bid Schedule as “Exhibit A”, the Agreement, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Standard Plans for the City of La Habra and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, together with all additions, any modifications or interpretations of any said documents are hereby incorporated in and made part of this Agreement as fully as if set forth herein.

1.2 Term.

The term of this Agreement shall begin upon signing by both parties and continue until completion of the work and its final acceptance by the **CITY**; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II **RESPONSIBILITIES OF CONTRACTOR**

2.1 Control and Payment of Subordinates.

CITY retains **CONTRACTOR** as an independent contractor and not an employee of the **CITY**. All personnel to be utilized by **CONTRACTOR** in the performance of this Agreement shall at all times be under **CONTRACTOR’S** exclusive direction and control.

CONTRACTOR shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Project under this Agreement and as required by law. **CONTRACTOR** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All work constructed by **CONTRACTOR** shall be subject to the inspection and approval of the **CITY**.

2.3 Standard of Care, Licenses.

CONTRACTOR shall perform the Work under this Agreement in a skillful and competent manner. **CONTRACTOR** shall be responsible to **CITY** for any errors in its performance of this Agreement. **CONTRACTOR** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice and to perform the Project hereunder. **CONTRACTOR** further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

2.4 Project Representatives.

CONTRACTOR assigns **KINAN KOTRASH, VICE PRESIDENT** as its Project Representative who shall coordinate all phases of the Project. The Project Representative shall be available to **CITY** at all reasonable times. **CONTRACTOR** may appoint another person as Project Representative upon written notice to **CITY**. **THE CITY ENGINEER** shall act as **CITY'S** Project Representative for purposes of this Agreement.

2.5 Accounting Records.

CONTRACTOR shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Project. All such records shall be clearly identifiable as being associated with this Project. **CONTRACTOR** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONTRACTOR** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III COMPENSATION

3.1 Compensation.

Except as provided in this section, **CONTRACTOR** shall receive compensation for all Work completed under this Agreement at the rates set forth in the Bid Schedule attached hereto

as “**EXHIBIT A**”. Total compensation shall not exceed bid amount without written approval of **CITY’S** Project Representative. [Extra work may be authorized as described below, and, if authorized, shall be compensated at the rates and manner set forth in this Agreement]. The **CITY MANAGER** may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council. Payment for additional work in excess of this amount requires prior City Council Authorization.

3.2 Payment of Compensation.

CONTRACTOR shall provide **CITY** an itemized monthly statement, which indicates work completed, to the Project by **CONTRACTOR** from the date of written notice to proceed, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**; payment will be made for the approved amount of the invoice minus five (5) percent. The five (5) percent retained will be held until thirty-five (35) days after final completion and acceptance of the contract work.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONTRACTOR** perform Extra Work. As used herein, “Extra Work” means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONTRACTOR** shall not perform Extra Work until receiving prior written authorization from **CITY’S** Project Representative.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONTRACTOR**. In such event, the compensation and time of performance shall be subject to renegotiations upon written demand of either party to the Agreement. Failure of the **CONTRACTOR** to secure **CITY’S** written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate **CITY** authorization.

3.5 Notices.

The **CITY ENGINEER** or his designee shall be the representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the **CITY**, called for by this Agreement, except as otherwise expressly provided in this Agreement. **KINAN KOTRASH, VICE PRESIDENT** shall be the representative of **CONTRACTOR** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CONTRACTOR**, called for by this Agreement, except as otherwise expressly provided in this Agreement.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: Albert Mendoza, P.E.
Deputy Director Public Works/City Engineer
City of La Habra
110 E. La Habra Blvd.
La Habra, CA 90631

TO CONTRACTOR: Kinan Kotrash
Vice President
Horizons Construction Co. Int'l, Inc.
432 W. Meats Avenue
Orange, CA 92865

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

3.6 Reimbursement for Expenses

CONTRACTOR shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV INSURANCE

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONTRACTOR** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONTRACTOR** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and

personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Products-Completed Operations: CONTRACTOR shall procure and submit to **CITY** evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limits of no less than \$1,000,000 each claim and \$3,000,000 in the aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusions that may potentially affect the work to be performed (e.g., any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).
- (e) **Surety Bonds: CONTRACTOR** shall provide the following Surety Bonds:
 - (a) Bid Bond
 - (b) Performance Bond
 - (c) Payment Bond
 - (d) Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

If the **CONTRACTOR** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONTRACTOR**.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability & CONTRACTORS Pollution Liability

- (1) **Additional Insured:** The **CITY**, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the **CONTRACTOR** including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of **CONTRACTOR**
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

- (1) **Additional Insured:** The **CITY**, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the **CONTRACTOR**.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Contractor.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONTRACTOR**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONTRACTOR** from waiving the right of subrogation prior to a loss. **CONTRACTOR** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONTRACTOR** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that

the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONTRACTOR** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONTRACTOR** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONTRACTOR agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONTRACTOR** has fully complied with the insurance provisions of this Contract.

In the event that the **CONTRACTOR'S** operations are suspended for failure to maintain required insurance coverage, the **CONTRACTOR** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage, including for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONTRACTOR'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least ten (10) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONTRACTOR shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONTRACTOR** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-contractors' own actions during the performance of this Agreement.

4.15 Notice of Policy Changes.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **CITY**.

Unless **CONTRACTOR'S** insurer agrees to provide (30) days written notice of any changes or modifications to any policies as required by this clause, **CONTRACTOR** shall provide copies of all required policies or certificates of insurance as may be requested by **CITY** to establish that such policies have not been modified or reduced in coverage or in limits.

ARTICLE V TERMINATION AND INDEMNIFICATION

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONTRACTOR** of such termination, and specifying the effective date thereof. **CONTRACTOR** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONTRACTOR** may not terminate this Agreement except for cause.

5.1.1 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CITY** shall pay **CONTRACTOR** for services performed through the date of termination, upon receipt of written documentation of said services. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.1.2 Termination for Cause.

Should **CONTRACTOR** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONTRACTOR** by **CITY**, then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONTRACTOR** shall be compensated for services, which have been completed and accepted by **CITY**. **CONTRACTOR** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONTRACTOR** which, at **CITY**'s discretion, must be revised, in part or in whole, to complete the Project.

5.2 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.3 Work Product.

Upon termination of this Agreement, **CITY** may require **CONTRACTOR** to provide all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by **CONTRACTOR** in performance of this Agreement.

5.4 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

Except as to the sole or active negligence or willful misconduct of the **CITY** and notwithstanding the existence of insurance coverage required of **CONTRACTOR** pursuant to this contract, **CONTRACTOR** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONTRACTOR**, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

ARTICLE VI
GENERAL PROVISIONS

6.1 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. Only by writing signed by both parties may modify this Agreement.

6.2 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.3 Subcontracts.

6.4 Equal Opportunity Employment.

CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONTRACTOR** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONTRACTOR** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.5 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.6 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.7 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.8 Right to Employ Other Contractors.

CITY reserves the right to employ other contractors in connection with this Project.

6.9 Covenant Against Contingent Fees.

The **CONTRACTOR** warrants that he has not employed or retained any company or person, other than a bona fide employee working with the **CONTRACTOR**, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the **CITY** shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.10 Conflict of Interest.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONTRACTOR**.

6.11 Statement of Economic Interest.

If **CITY** determines **CONTRACTOR** comes within the definition of **CONTRACTOR** under the Political Reform Act (Government Code §87100 et. seq.), **CONTRACTOR** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONTRACTOR** and/or such other person's financial interests.

6.12 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.13 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.14 Taxes.

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONTRACTOR'S** failure to pay, when due, all such taxes and obligations.

6.15 Compliance With Law.

CONTRACTOR shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONTRACTOR** and his/her work hereunder.

6.16 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products that may be compiled by the **CONTRACTOR** under the Agreement shall be vested in the **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the **CITY** without restriction or limitations on their use. **CONTRACTOR** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.17 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.18 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.19 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.20 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

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

CITY OF LA HABRA

CONTRACTOR

JIM SADRO
CITY MANAGER

Name: _____

Title: _____

ATTEST:

LAURIE SWINDELL, CMC
CITY CLERK

COUNTER SIGNED:

RICHARD D. JONES
CITY ATTORNEY

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
_____ hereinafter referred to as

“Contractor”, as principal, and _____
_____ as surety, are held and firmly

bound unto City of La Habra in the sum of _____

_____ Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that WHEREAS, said Contract has been awarded and is about to enter into the annexed contract with City of La Habra for construction of Street Improvements as specifically set forth in the documents entitled:

**ANNUAL SIDEWALK AND CURB ACCESS RAMP IMPROVEMENTS
FY 20-21, PROJECT NO. 3-R-20**

and is required under the terms of the Contract to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2021.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____ Hereinafter referred to as

“Contractor”, as principal, and _____

_____ as surety, are held and firmly

bound unto the City of La Habra, California in the sum of

Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said City of La Habra for the construction of Street Improvements as specifically set forth in documents entitled:

**ANNUAL SIDEWALK AND CURB ACCESS RAMP IMPROVEMENTS
FY 20-21, PROJECT NO. 3-R-20**

And is required under the terms of the Contract to give this bond in connection with execution of said contract.

NOW, THEREFORE, if the said Contractor or any of his subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code of the State of California or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such person for or about the performance of the aforementioned Contract, said surety will pay the same in an amount not exceeding the sum specified in this bond and in case suit is brought upon this bond a reasonable attorney’s fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title 3 of Part 6 of Division 4 of the Civil Code of California relating to Payment Bond for Public Works, including but not confined to, Civil Code Section 9550-9566, inclusive.

PROVIDED, that any alterations in the work to be done or the material to be furnished which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2021.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

CERTIFICATION OF COMPLIANCE

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**ANNUAL SIDEWALK AND CURB ACCESS RAMP IMPROVEMENTS
FY 20-21, PROJECT NO. 3-R-20**

_____ Certifies that:
(Contractor)

It has adopted and approved affirmative action plan in compliance with Title VII of the Civil Rights Act and the Equal Employment Opportunity Act of 1972 and agrees to submit a copy of that plan to the Assistant to the City Manager/Personnel of the City of La Habra for inspection prior to the award of contract.

Signed: _____

By: _____

Title: _____

Date: _____

Owner will in no way be responsible for any errors or omissions in the preparation of this proposal;

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage, within ten (10) days (not including Saturdays, Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the provisions of the Bid Security or the Contract and his surety shall be liable under the Bid Bond, as the case may be;
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder;
6. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Schedule upon which award of the Contract is made.

Date: October 18, 2021

Bidder Horizons Construction Co. Int'l, Inc.

By Kinan Kotrash

Title Vice President

Bidder's Post Office Address:

432 W. Meats Avenue

Orange, CA 92865

Corporation organized under
the laws of the State of CA

Names and addresses of all owners
of the firm or names and titles of
all officers of the corporation:

Hatem Ibrahim, President, 432 W. Meats Ave, Orange, CA 92865

Kinan Kotrash, Vice President, 432 W. Meats Ave, Orange, CA 92865


(corporate seal)

BIDDER'S INFORMATION

Contractor's License No. 825022 Expiration Date 09/30/2023

Classification of Contractor's License No. A,B,C2,C8,C12,C20,C21,C36

Contractor Horizons Construction Co. Int'l, Inc.
(name of firm)

By  Kiran Kotadia (signature) Vice President (title)

Business Address: 432 W. Meats Avenue, Orange, CA 92865

Phone (714)626-0000

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

Horizons Construction Co. Int'l, Inc. October 18, 2021
Contractor Date

Contractor's DIR Public Works Registration No. 1000011017

EXHIBIT A
BID SCHEDULE

ANNUAL SIDEWALK AND CURB ACCESS RAMP IMPROVEMENTS
FY 20-21, PROJECT NO. 3-R-20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION (Not to exceed Five Percent (5%) of the total bid amount)	1	LS	\$ 11,500	\$ 11,500. ⁰⁰
2	STORM WATER BEST MANAGEMENT PRACTICES (BMPs)	1	LS	\$ 7,500	\$ 7,500. ⁰⁰
3	TRAFFIC CONTROL, SAFETY, AND CLEANUP	1	LS	\$ 14,500	\$ 14,500. ⁰⁰
4	CONSTRUCTION STAKING AND MONUMENT PERPETUATION	1	LS	\$ 15,000 ^{K.K}	\$ 15,000. ⁰⁰ ^{K.K}
5	4" THICK CONCRETE SIDEWALK OVER 3" SAND PER CITY STANDARD DETAIL NO. R-14	7,107	SF	\$ 12. ⁰⁰	\$ 85,284. ⁰⁰
6	8" CONCRETE CURB & GUTTER OVER 6" CMB PER CITY STANDARD DETAIL NO. R-13, TYPE A 2-8 WITH 1' AC SLOT	38	LF	\$ 157. ⁰⁰	\$ 5,966. ⁰⁰
7	6" CONCRETE CURB OVER 6" CMB	80	LF	\$ 75. ⁰⁰	\$ 6,000. ⁰⁰
8	5" THICK CONCRETE DRIVEWAY APPROACH OVER 3" SAND PER CITY STANDARD DETAIL NO. R-9 OR R-10, WITH 1' AC SLOT	992	SF	\$ 15. ⁰⁰	\$ 14,880. ⁰⁰
9	6" THICK CONCRETE DRIVEWAY APPROACH OVER 3" SAND PER CITY STANDARD DETAIL NO. R-11, WITH 1' AC SLOT	624	SF	\$ 15. ⁰⁰	\$ 9,360. ⁰⁰

10	DRIVEWAY APPROACH AT 1131 & 1161 N CITRUS DRIVE	1	LS	\$ 15,000	\$ 15,000. ⁰⁰
11	DRIVEWAY APPROACH AT 1000 S CYPRESS STREET	1	LS	\$ 15,000	\$ 15,000. ⁰⁰
12	CONCRETE SIDEWALK INSTALLATION AT 1051 S CYPRESS STREET	1	LS	\$ 12,000	\$ 12,000. ⁰⁰
13	CONCRETE SIDEWALK INSTALLATION AT 1801 E LAMBERT ROAD	1	LS	\$ 35,000	\$ 35,000. ⁰⁰
14	CONCRETE SIDEWALK INSTALLATION AT 360 PACIFIC AVENUE	1	LS	\$ 25,000	\$ 25,000. ⁰⁰

TOTAL BID PRICE:

TOTAL BID PRICE FOR BID SCHEDULE IN FIGURES: \$ 271,990.⁰⁰

TOTAL BID PRICE FOR BID SCHEDULE IN WORDS: Two hundred

Seventy-one thousand nine hundred ninety dollars and
zero cents.

Note: The TOTAL BID PRICE shall be used as the basis of bid in determining the low bid for this project.

Horizons Construction Co. Int'l, Inc.
CONTRACTOR


BY Kinan Kotrash

Vice President
TITLE

October 18, 2021
DATE

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

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 _____
- Addendum No. 5 _____
- Addendum No. 6 _____
- Addendum No. 7 _____
- Addendum No. 8 _____

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

REFERENCES

[Work similar in scope magnitude and degree of difficulty completed by Contractor within the past three (3) years.]

1. Name (Firm/Agency): Town of Apple Valley
Address: 14955 Dale Evans Parkway, Apple Valley, CA 92307
Contact Person: Rich Berger Telephone No. 760-240-7000 ext 7530
Title of Project: Rio Vista Safe Routes to School Project
Project Location: Havasu Road South of Yucca Loma Road & Cronese Lane
Date of Completion: 01/2021 Contract Amount: \$ 977,373.50

2. Name (Firm/Agency): City of Bell Gardens
Address: 7100 Garfield Ave, Bell Gardens, CA 90201
Contact Person: Hany Henein Telephone No. 714-940-0100 ext 5037
Title of Project: ATP Citywide Safety Enhancements
Project Location: Various Locations, Bell Gardens, CA 90201
Date of Completion: 08/2018 Contract Amount: \$ 1,140,029.92

3. Name (Firm/Agency): City of San Clemente
Address: 910 Calle Negocio, Ste #100, San Clemente, CA 92673
Contact Person: Masako Hennequin Telephone No. 949-361-6133
Title of Project: Community Development Parking Lot Rehabilitation ADA Improvements
Project Location: 910 Calle Negocio, San Clemente, CA 92673
Date of Completion: 06/2018 Contract Amount: \$ 383,498.26

4. Name (Firm/Agency): City of Anaheim
Address: 400 E. Vermont Ave, Anaheim, CA 92805
Contact Person: Lorenzo Rea Telephone No. 714-765-6893
Title of Project: Arterial Sidewalk Removal & Reconstruction
Project Location: Various Locations in Anaheim, CA
Date of Completion: 05/2020 Contract Amount: \$ 441,802.50

If Contractor has not performed work for the City of La Habra within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed
Claremont HS New Student Service Center \$11,603,276.00	Claremont Unified School District	02/2021
MSC-533 Edison Community Center Improvements \$991,964.20	City of Huntington Beach	03/2021
Fire station No. 1 reconstruction project \$7,767,000.00	City of Costa Mesa	08/2019
RCFPD Fire Training Center Increment 2 \$6,191,380.76	City of Rancho Cucamonga	09/2018
Construction of Fire Station in Eastvale \$4,262,707.00	City of Eastvale	07/2018

Contractor's License No.: 825022 Class: A,B,C2,C8,C12,C20,C21,C36

a. Date first obtained: 09/25/2003 Expiration: 09/30/2023

b. Has License ever been suspended or revoked? No

If yes, described 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):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
<u>Hatem Ibrahim</u>	<u>President</u>	<u>825022</u>
<u>Kinan Kotrash</u>	<u>Vice President</u>	<u>825022</u>
_____	_____	_____

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<p>Firm Name: <u>Horizons Construction Co. Int'l, Inc.</u> Phone: <u>714-626-0000</u></p> <p>Address: <u>432 W. Meats Ave, Orange, CA 92865</u> Fax: <u>714-626-0006</u></p> <p>Contact Person: <u>Kinan Kotrash</u> No. of years in business: <u>18 Yrs</u></p> <p>Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/></p> <p>Type of work/services/materials provided by firm? <u>General Contractor</u></p> <hr/> <hr/> <p>What was your firm's Gross Annual receipts for last year?</p> <p>Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million <u>More than \$15 Million</u></p>

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

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: No Federal/State: No

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

N/A

Have the penalties been paid? Yes/No: N/A

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: No Code/Laws: N/A Section/Article: N/A

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

DISQUALIFICATION OR DEBARMENT

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: No

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: N/A

Has your firm been reinstated by this entity?

Yes/No: No

N/A

BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid.)

Accompanying this proposal is a *(Certified) *(Cashiers) check payable to the order of the City of La Habra, California, hereinafter referred to as "Owner", for

**ANNUAL SIDEWALK AND CURB ACCESS RAMP IMPROVEMENTS
FY 20-21, PROJECT NO. 3-R-20**

In the amount of \$ _____ Dollars, this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner provided this proposal shall be accepted by the said Owner through action if its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof unless otherwise required by law and notwithstanding the award of the Contract to another bidder.

Horizons Construction Co. Int'l, Inc.

Bidder

*Delete the inapplicable word.

NOTE: If the bidder desires to use a bond instead of a check, the Bid Bond form on the following pages shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Horizons Construction Company International, Inc. as principal and Old Republic Surety Company as surety, are held and firmly bound unto the City of La Habra, California hereinafter referred to as "Owner", in the sum of Ten Percent of the Total Amount Bid Dollars (\$ 10% of Bid) to be paid to the said Owner, its successors and assigns for which payment 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 if the certain proposal of the above bounden for the construction of Street Improvements as specifically set forth in documents entitled:

**ANNUAL SIDEWALK AND CURB ACCESS RAMP IMPROVEMENTS
FY 20-21, PROJECT NO. 3-R-20**

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set hands and seal this 15th

day of October, 2021.

Old Republic Surety Company

By:

Matthew R. Doby
Matthew R. Doby
Attorney-in-Fact

Horizons Construction
Company International, Inc.

By:

Kinan Kotroch, V. President
KINAN KOTROCH, V. PRESIDENT
BIDDER

NOTE: The standard printed bond form of any bonding company acceptable to the Owner may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Owner are not in any way reduced by use of the Surety Company's printed standard form.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Randy Spohn, Matthew R. Dobyms, Ashley M. Spohn of Santa Ana, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of May, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of May, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 7097

Signed and sealed at the City of Brookfield, WI this 15th day of October, 2021

Karen J. Haffner
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ORANGE

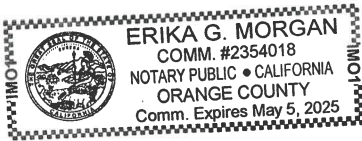
On 10/15/2021 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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.



Erika G. Morgan
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
SIGNER IS REPRESENTING:	_____
NAME OF PERSON(S) OR ENTITY(IES)	_____

NON-COLLUSION AFFIDAVIT
FOR

**ANNUAL SIDEWALK AND CURB ACCESS RAMP IMPROVEMENTS
FY 20-21, PROJECT NO. 3-R-20**

(TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT)

STATE OF CALIFORNIA)
) SS.
)

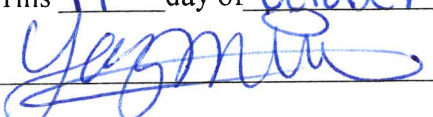
Kinan Kotrash, being first duly sworn,
deposes and says that he is Vice President
(sole owner, partner, president, secretary, etc.)

of Horizons Construction Co. Int'l, Inc.

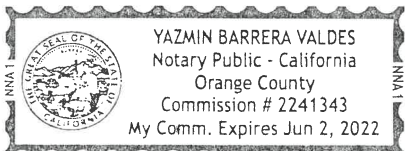
The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham: that said bidder has not directly or indirectly induced or solicited 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, nor that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: 
Title: Vice President

Subscribed and sworn to before me

This 19th day of October, 2021


SEAL OF NOTARY PUBLIC

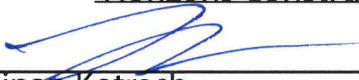


WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

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

Contractor Horizons Construction Co. Int'l, Inc.

By 
Kinam Kotrash

Title Vice President

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** ____, **has not** 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 conformance 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 Section 10232 Statement

In conformance 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 immediately preceding two year period because of the Contractor's failure to comply with an order of a 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.