

AGREEMENT

This Agreement is made and entered into this 18th day of April, 2022 by and between **THE CITY OF LA HABRA**, hereinafter referred to as the “**CITY**” and **EBS GENERAL ENGINEERING, 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 **ARTERIAL STREET REHABILITATION FY 2019-2020, CITY PROJECT NO. 5-R-19**, (hereinafter “The Project”). The project shall be performed in accordance with the Project specifications, contract documents, any addendums, Proposal - attached 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 June 30, 2023; or, 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 **JOSEPH NANCI, 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**. **ALBERT MENDOZA, P.E., DEPUTY DIRECTOR OF PUBLIC WORKS / 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 per the Proposal 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 forty-five (45) 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. **JOSEPH NANCI, 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 of Public Works/City Engineer
City of La Habra
110 E. La Habra Blvd.,
La Habra, CA. 90631

TO CONTRACTOR: Joseph Nanci
Vice President
EBS General Engineering, Inc.
1345 Quarry Street, Ste 101
Corona, CA 92879

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 \$5,000,000 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 \$5,000,000 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) **Builder’s Risk Insurance** for any property constructed on behalf of the City, to cover “all risk” of physical loss providing coverage for loss or damage from collapse, including collapse resulting from builder’s design error. All property stored off-site or in transit must be covered. The value insured shall cover 100% of the completed Contract cost, including Boiler & Machinery and Soft Costs and shall be maintained until full acceptance of the Work. Proceeds payable under the above insurance shall be fully payable to the City as Loss Payee.
- (e) **CONTRACTOR’S Pollution Legal Liability Legal Liability and/or Asbestos Pollution Liability and/or Professional Liability** covering all of the **CONTRACTOR’S** operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the

transportation (including loading and unloading) by or on behalf of the **CONTRACTOR**, of any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events with limits no less than \$5,000,000 each loss and \$10,000,000 in the aggregate. The policy shall not exclude any hazardous materials for which there is an exposure.

(f) **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.

CITY will notify **CONTRACTOR** of the receipt of any third party claim related to this contract within ten (10) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201).

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.

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

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

APPROVED AS TO FORM:

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 ARTERIAL STREET REHABILITATION FY 2019-2020
CITY PROJECT NO. 5-R-19**

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 _____, 2022.

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 ARTERIAL STREET REHABILITATION FY 2019-2020
CITY PROJECT NO. 5-R-19**

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 _____, 2022.

(Seal)
APPROVED:

(Seal)

Contractor
BY: _____

Title

Surety
BY: _____
Mailing Address of Surety:

Telephone Number of Surety

CERTIFICATION OF COMPLIANCE

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**ANNUAL ARTERIAL STREET REHABILITATION FY 2019-2020
CITY PROJECT NO. 5-R-19**

_____ 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: _____

“EXHIBIT A”

PROPOSAL

SECTION D

PROPOSAL

PROPOSAL

City of La Habra
Civic Center
110 E. La Habra Blvd.
La Habra, California 90631

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the project specifically set forth in documents entitled:

ANNUAL ARTERIAL STREET REHABILITATION FY 19-20 CITY PROJECT NO. 5-R-19

together with appurtenances thereto, all as set forth on the drawing and in the specifications and other Contract Documents; and, he further proposes and agrees that if this Proposal is accepted he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications and other Contract Documents and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Schedule forming a part hereof.

A ~~*(Cashier's Check)~~ ~~*(Certified Check)~~ *(Bid Bond) properly made payable to City of La Habra hereinafter designated as the Owner for the sum of 10% bid amount dollars (\$ _____),

which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract; and, in case of failure to do so within the time provided the proceeds of said check shall be forfeited to the *Owner/Sureties Liability to the Owner for forfeiture of the face amount of the Bond shall be considered as established.

(*) Delete inapplicable word or phrase.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract;
2. The undersigned has, by investigation of the site of the work and otherwise, satisfied himself as to the nature and location of the work and has fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof;
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this proposal and he further understands that the 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 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: March 1, 2022

Bidder EBS General Engineering, Inc.

By 

Title Joseph Nanci, Vice President

Bidder's Post Office Address:
1345 Quarry Street, Ste 101 Corona CA 92879

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:

Thomas Nanci, President / Treasurer

1345 Quarry Street, Ste 101 Corona CA 92879

Joseph Nanci, Vice President / Secretary

1345 Quarry Street, Ste 101 Corona CA 92879

(corporate seal)

EXHIBIT A
BID SCHEDULE

ANNUAL ARTERIAL STREET REHABILITATION FY 19-20
CITY PROJECT NO. 5-R-19

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS	40,000-	40,000-
2	TRAFFIC CONTROL, SAFETY AND CLEANUP	1	LS	25,000-	25,000-
3	STORM WATER BEST MANAGEMENT PRACTICES (BMPs)	1	LS	1,500-	1,500-
4	UNCLASSIFIED EXCAVATION AND DISPOSAL	720	CY	80-	57,600-
5	CRACK SEALING	1	LS	59,400-	59,400-
6	COLD PLANE (5' WIDE)	86000	SF	.45	38,700-
7	CONSTRUCT 1.5"-2.5" RUBBERIZED AC OVERLAY (AHRM-GG-C PG 64-16)	9440	TONS	105-	991,200-
8	COLDMILL 1.5" AND DISPOSE EXISTING ASPALT INCLUDE THE REMOVAL OF ANY FABRIC	35100	SY	3.09	108,459-
9	REMOVE EXISTING AND CONSTRUCT SPEED LUMPS PER DETAIL SHOWN APPENDIX "D"	5	EA	1,510-	7,550-
10	SAWCUT & REMOVE EXISTING, CONSTRUCT 4" THICK CONCRETE SIDEWALK OVER 3" SAND PER CITY STANDARD DETAIL NO. R-14	4722	SF	14-	66,108-
11	SAWCUT & REMOVE EXISTING, CONSTRUCT 8" CONCRETE CURB & GUTTER OVER 6" CMB PER CITY STANDARD DETAIL NO. R-	637	LF	99-	63,063-

	13, TYPE A 2-8 WITH AC SLOT PATCH				
12	SAWCUT & REMOVE CURB RAMP AND SIDEWALK, CONSTRUCT 4" PCC CURB RAMP WITH DETECTABLE WARNING SURFACE OVER 3" SAND PER CALTRANS REVISED STANDARD PLANS A88A (DATED JULY 2017), CASE B UNLESS OTHERWISE NOTED. CONSTRUCT 1' WIDE (8" AC / PCC DEEP LIFT) SLOT PATCH.	49	EA	7,000-	343,000-
13	SAWCUT & REMOVE EXISTING, CONSTRUCT 8" PCC CROSS GUTTER OVER 6" CMB PER CITY STANDARD DETAIL NO. R-6, WITHOUT DOWELS, WITH AC SLOT PATCH	740	SF	38-	28,120-
14	SAWCUT & REMOVE EXISTING, CONSTRUCT 8" PCC SPANDREL OVER 6" CMB PER CITY STANDARD DETAIL NO. R-6, INCLUDE FULL DEPTH AC SLOT PATCH	2156	SF	27-	58,212-
15	SAWCUT & REMOVE EXISTING, CONSTRUCT 5" THICK PCC DRIVEWAY APPROACH (INCLUDING CURB AND GUTTER) PER SPPWC STANDARD PLAN 110-2, WITH AC SLOT TRENCH	2195	SF	26-	57,070-
16	INSTALL TRAFFIC STRIPING, CROSSWALKS, CURB PAINTING, MARKINGS AND RAISED PAVEMENT MARKERS	1	LS	24,394	24,394-
17	TRAFFIC SIGNAL LOOP DETECTORS	45	EA	308-	13,860-

18	ADJUST WATER VALVES TO GRADE	146	EA	640-	93,440-
19	ADJUST SEWER, STORM DRAIN MANHOLE COVERS TO GRADE	101	EA	475-	47,975-
20	ADJUST WATER METER BOX TO GRADE	2	EA	150-	300-
21	SAWCUT & REMOVE EXISTING, CONSTRUCT 24" CONCRETE GUTTER IN FRONT OF DRIVEWAY OVER 6" CMB PER CITY STD WITH AC SLOT PATCH	200	LF	99-	19,800-

TOTAL BID PRICE FOR BID SCHEDULE IN FIGURES: \$ 2,144,751.00

TOTAL BID PRICE FOR BID SCHEDULE IN WORDS: Two million, one hundred forty four thousand, seven hundred fifty one dollars

Note: All bid quantities are estimated and for bidding purposes only, it may be increased or decreased at the discretion of the CITY. The provisions of Sections 3-2.2.2 and 3-2.2.3 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply.

Note: Excavation is included in the various bid items.

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

EBS General Engineering, Inc.

CONTRACTOR

BY

Joseph Nanci, Vice President

TITLE

3/1/22

DATE

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

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

Addendum No. 1 X
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): See attached reference list
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
4. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

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

Contractor's License No.: 720016 Class: A

a. Date first obtained: 3/31/96 Expiration: 3/31/22

b. Has License ever been suspended or revoked? No

If yes, described when and why: n/a

c. Any current claims against License or Bond? No

If yes, describe claims: n/a

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>Thomas Nanci</u>	<u>President / Treasurer</u>	_____
<u>Joseph Nanci</u>	<u>Vice President / Secretary</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.

Firm Name: <u>EBS General Engineering, Inc.</u>	Phone: <u>951-279-6869</u>
Address: <u>1345 Quarry Street, Ste 101 Corona CA</u>	Fax: <u>951-279-6832</u>
Contact Person: <u>Joseph Nanci</u>	No. of years in business: <u>26</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>flatwork / minor concrete,</u> <u>asphalt grind and pave, utility adjustment</u>	
<hr/> What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

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: _____

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

Have the penalties been paid? Yes/No: _____

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: _____ Section/Article: _____

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):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity?

Yes/No: _____

LIST OF SUBCONTRACTORS

**ANNUAL ARTERIAL STREET REHABILITATION FY 19-20
CITY PROJECT NO. 5-R-19**

The bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

<u>Work to be Performed</u>	<u>License Number</u>	<u>Subcontractor and Address of Office, Mill or Shops</u>	<u>Percent of Total Contract</u>	<u>DBE</u>	
				<u>YES</u>	<u>NO</u>
Crack seal	757584	Global Road Sealing Garden Grove	2.5%	✓	
Cold mill	569352	Pavement Recycling Inc Systems Inc Jurupa Valley	6%		✓
Traffic Laps	614518	Smithson Electric Orange	6%		✓
Sign / Stripe	776306	Superior Pavement markings Cypress	10%		✓

Note: Do not list alternative subcontractors for the same work.

Contractor EBS General Engineering, Inc.

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 ARTERIAL STREET REHABILITATION FY 19-20
CITY PROJECT NO. 5-R-19**

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.

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

Bond #3-B
Premium: Nil

KNOW ALL MEN BY THESE PRESENTS:

That we EBS General Engineering, Inc. as principal and Markel Insurance 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 amount bid Dollars (\$ 10%) 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 ARTERIAL STREET REHABILITATION FY 19-20
CITY PROJECT NO. 5-R-19**

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 22nd

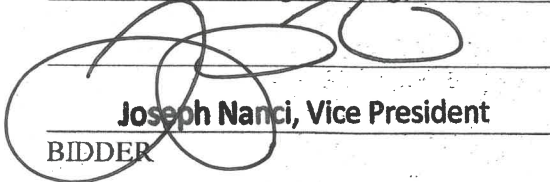
day of February, 2022.

Markel Insurance Company



Spencer Flake / Attorney-in-Fact

EBS General Engineering, Inc.



Joseph Nanci, Vice 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.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

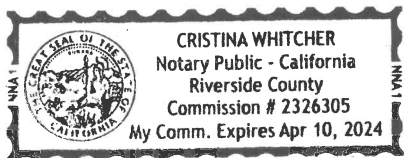
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On 3/1/2022 ⁺ before me, Cristina Whitcher, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joseph Nanci
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

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 2/22/22 before me, Lexie Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Lexie Sherwood

Place Notary Seal Above

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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Charles L. Flake, David L. Culbertson, Spencer Flake, Heather Willis

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

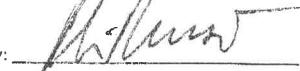
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of May, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

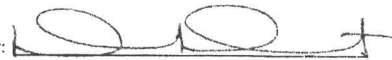
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 26th day of May, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

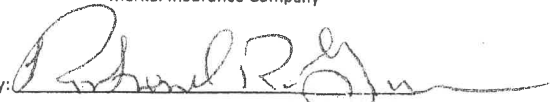
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of February, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

NON-COLLUSION AFFIDAVIT
FOR

ANNUAL ARTERIAL STREET REHABILITATION FY 19-20
CITY PROJECT NO. 5-R-19

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

STATE OF CALIFORNIA)
) SS.
County of Orange)

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

of _____ EBS General Engineering, 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: Joseph Nanci, Vice President

*See attachment
Subscribed and sworn to before me
This _____ day of _____, 2022

SEAL OF NOTARY PUBLIC

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

Subscribed and sworn to (or affirmed) before me on this 1
day of March, 2022, by Joseph Nanci

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



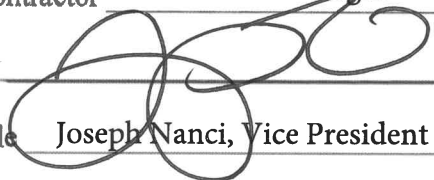
(Seal)

Signature Cristina Whitcher

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 EBS General Engineering, Inc.
By 
Title Joseph Nanci, 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

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.



City of La Habra

"A Caring Community"

CITY HALL – ENGINEERING DIVISION

110 E. La Habra Boulevard
Post Office Box 337
La Habra, CA 90633-0785
Office: (562) 383-4151

February 23, 2022
ADDENDUM NO. 1

ANNUAL ARTERIAL STREET REHABILITATION FY 19-20

CITY PROJECT NO. 5-R-19

To all prospective bidders and plan holders for **ANNUAL ARTERIAL STREET REHABILITATION FY 19-20, CITY PROJECT NO. 5-R-19.**

The intent of this Addendum No. 1 is to include the following revisions, additions and/or deletions; and is hereby made a part of the bid documents.

- A. The 'Specifications for **ANNUAL ARTERIAL STREET REHABILITATION FY 19-20, CITY PROJECT NO. 5-R-19**' shall be referred to herein as the 'specifications'.
1. Adding aerial plans showing the existing and proposed striping inventory which shall be included as part of the striping bid item number 16.
 2. Revision of bid item number 4 from 120 to 720 CY The dig out includes the removal of existing AC 6"-8" thick and replace it with new AC up to 1" below the existing finish surface.
 3. Use the attached bid schedule
 4. Replacing the project location list showing Risner Way length 260'

An acknowledgment of receipt of this Addendum No. 1 shall be entered on Page D-9 of the Bid Proposal Section D. Failure to provide such acknowledgment shall render the bid as non-responsive and subject to rejection.

Date: February 23, 2022

BY ORDER OF THE CITY OF LA HABRA

BY:

Tony An P.E.
Principal Engineer

Signature

Joseph Nanci, Vice President
Name

3/1/22

Date

2 YEAR REFERENCES – PUBLIC WORKS

- 1. Project Name**
2017/2018 Arterial and Minor Streets Maintenance
Owner
City of Riverside
Principal Contact **Phone**
Steve Howard, Construction Project Manager (951) 826-5708
Price of Contract **Dates**
\$2,376,001 7/2018 – 4/2019
Type of Work
Street Maintenance: Minor PCC, Asphalt Grind & Pave, Adjust Utilities
- 2. Project Name**
Westminster Ave from Harbor Blvd. to Clinton St. & Clinton St. to Fairview St. Improvements
Owner
City of Santa Ana
Principal Contact **Phone**
Tyrone Chesanek, Principal Civil Engineer (714) 647-5074
Price of Contract **Dates**
\$1,399,000 6/2018 – 2/2020
Type of Work
Street Maintenance: Minor PCC, Asphalt Grind & Pave, Adjust Utilities
- 3. Project Name**
Citywide Concrete Repairs FY 17/18
Owner
City of Temecula
Principal Contact **Phone**
Avlin Odviar, Sen. Eng. (951) 693-3969
Price of Contract **Dates**
\$301,290 6/2019 – 8/2019
Type of Work
Minor PCC – Curb & Gutter, Driveways, Sidewalk, Ramps, Cross Gutter
- 4. Project Name**
17/18 SB-1 Maintenance and Traffic Improvements
Owner
City of Riverside
Principal Contact **Phone**
Steve Howard, Construction Project Manager (951) 826-5708
Price of Contract **Dates**
\$2,394,435 7/2018 – 10/2019
Type of Work
Street Maintenance: Minor PCC, Asphalt Grind & Pave, Adjust Utilities

2 YEAR REFERENCES – PUBLIC WORKS

5. **Project Name**
Palos Verdes Southbound Right Turn Lane at PCH
Owner
City of Redondo Beach
Principal Contact **Phone**
Didar Khander, P.E. (310) 318-0661 x 2456
Price of Contract **Dates**
\$219,570 10/2017 – 7/2018
Type of Work
Construction of Right-Turn Lane: Minor PCC, Asphalt Grind & Pave, Adjust Utilities
6. **Project Name**
Citywide Pothole Repairs
Owner
City of Compton
Principal Contact **Phone**
John Strickland, Project Manager (310) 761-1422
Price of Contract **Dates**
\$960,000 4/2019 – 6/2019
Type of Work
Pothole Preparation, Asphalt Installation
7. **Project Name**
17/18 RTA Bus Pad Improvements
Owner
City of Riverside
Principal Contact **Phone**
Steve Howard, Construction Project Manager (951) 826-5708
Price of Contract **Dates**
\$987,900 8/2018 – 2/2019
Type of Work
Concrete Bus Pads at Various Locations
8. **Project Name**
Marine Ave Improvements
Owner
City of Manhattan Beach
Principal Contact **Phone**
Mamerto Estepa, Sen. Eng. (310) 802-5325
Price of Contract **Dates**
\$1,294,521 1/2019 – 7/2019
Type of Work
AC Paving & Minor PCC – Curb & Gutter, Driveways, Sidewalk, Ramps

2 YEAR REFERENCES – PUBLIC WORKS

9. **Project Name**

Residential Street Repair Program & Alley Improvement

Owner

City of Santa Ana

Principal Contact

Phone

Tyrone Chesanek, Principal Civil Engineer

(714) 647-5074

Price of Contract Dates

\$874,300

6/2019 – 4/2020

Type of Work

Minor PCC – Curb & Gutter, Driveways, Sidewalk, Ramps, Cross Gutter

10. **Project Name**

Street Pavement Repair Program

Owner

City of Newport Beach

Principal Contact

Phone

Ben Davis, Civil Eng.

(949)644-3317

Price of Contract Dates

\$422,630

2/2019 – 4/2019

Type of Work

Minor PCC, Asphalt Pave

**ACTION AND RESOLUTION BY
THE BOARD OF DIRECTORS OF
EBS GENERAL ENGINEERING, INC.,
A CALIFORNIA CORPORATION**

The Board of Directors of EBS General Engineering, Inc. (the "**Corporation**"), desiring to insure that all the proper and authorized individuals who have corporate authority to bind the Corporation to any and all contracts executed by such authorized individuals have been approved by the Board of Directors of the Corporation (the "**Board**"), held a meeting on July 26, 2019.

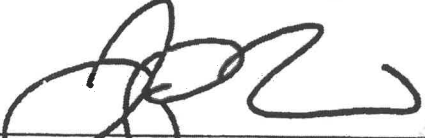
The Board, following a review of the foregoing matter and upon motion made and seconded, hereby determines and votes unanimously as follows:

BE IT THEREFORE RESOLVED that either Thomas E. Nanci or Joseph D. Nanci, acting alone, in his capacity as an officer of the Corporation, is hereby designated, authorized and empowered to be duly authorized with all the attendant powers and authorization related thereto, to bind, obligate and commit the Corporation to any and all contracts executed by and between the Corporation and any other contracting party.

There being no further or pending business before the Board, the meeting was adjourned.

BOARD OF DIRECTORS

Dated: July 26, 2019




Joseph D. Nanci, Sole Director

ATTESTATION

I, being the Secretary of the above-referenced Corporation, do hereby certify that the above resolution is the resolution of the Corporation.

Dated: July 26, 2019



Joseph D. Nanci, Secretary