

**CITY OF LA HABRA
PUBLIC WORKS AGREEMENT FOR
EUCLID STREET REHABILITATION PROJECT
(WHITTIER BLVD TO NORTH CITY LIMITS)
CITY PROJECT NO. 1-R-21**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 7th day of October, 2024 and between the **CITY OF LA HABRA**, a municipal corporation (herein "City") and **GENTRY BROTHERS INC** (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the construction of street improvements as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean Gentry Brothers Inc, a California corporation located at 384 Live Oak Ave., Irwindale, CA 91706.
- (b) City. City shall mean the City of La Habra, a Municipal Corporation and General Law City, located at 110 E. La Habra Blvd, La Habra, California 90631.
- (c) City Council. City Council shall mean the City Council of the City of La Habra.
- (d) Contract Officer shall mean the person designated by the City Manager or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Manager or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "D."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Engineer pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it

accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Million Three Hundred Sixty Eight Thousand, Eight Hundred Fifteen Dollars and Fifty Cents, (\$1,365,816.50) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in Exhibit "A", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable

causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than October 30, 2025, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Wayne Gentry – CEO, Secretary, and Treasurer
Steve Gentry – President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Conditions:

The insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Public Works Director, City of La Habra, 110 E. La Habra Blvd., La Habra, California 90631.

Any insurance maintained by the City of La Habra shall apply in excess of and not combined with insurance provided by this policy.

The City of La Habra, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1 and Exhibit "B".

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "C", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of La Habra, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall

provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Manager or his or her 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.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials

Attn.: Albert Mendoza

To Contractor: Wayne Gentry
Gentry Brothers Inc
384 Live Oak Ave.
Irwindale, CA 91706

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 [reserved]

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or

subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which

City Project No. 1-R-21.

shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor’s Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

City Project No. 1-R-21.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF LA HABRA,
A municipal corporation

Jim Sadro, City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Rhonda J. Barone, City Clerk

Date: _____

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

Date: _____

(Use of City Bond Form is Required)

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of La Habra (Obligee) referred to and made a part hereof to perform the following work, to wit: **EUCLID STREET REHABILITATION PROJECT (FROM WHITTIER BOULEVARD TO THE NORTHERLY CITY LIMITS)**, and all appurtenant work in accordance with **CITY PROJECT NO. 1-R-21**, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of La Habra, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Principal

By _____

Title _____

APPROVED AS TO FORM:
/s/ 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:

**EUCLID STREET REHABILITATION PROJECT
(FROM WHITTIER BOULEVARD TO THE NORTHERLY CITY LIMITS)
CITY PROJECT NO. 1-R-21**

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 _____, 2024.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address: _____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of La Habra) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of La Habra made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF LA HABRA FINANCE DEPARTMENT
110 E. La Habra Blvd
La Habra, CA 90631

Exempt: Yes___ No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF LA HABRA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

**TO THE CITY OF LA HABRA
EUCLID STREET REHABILITATION PROJECT
(FROM WHITTIER BOULEVARD TO THE NORTHERLY CITY LIMITS)
CITY PROJECT NO. 1-R-21**

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned (“Guarantor”) has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ (“the work”).

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City’s sole election: 1) reimburse the City, upon written demand, for all of the City’s expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor’s failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of La Habra a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of La Habra or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of La Habra, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of La Habra any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of La Habra either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of 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 work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

CERTIFICATION OF COMPLIANCE

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**EUCLID STREET REHABILITATION PROJECT
(FROM WHITTIER BOULEVARD TO THE NORTHERLY CITY LIMITS)
CITY PROJECT NO. 1-R-21**

_____ 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
SCOPE OF SERVICES

- 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:

**EUCLID STREET REHABILITATION PROJECT
(From Whittier Boulevard to Northerly City Limits)
CITY PROJECT NO. 1-R-21**

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 Sheet (s) 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 ONE-MILLION, THREE-HUNDRED SIXTY-EIGHT THOUSAND, EIGHT-HUNDRED FIFTEEN AND FIFTY CENTS dollars (\$ 1,368,815.50), 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 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 Sheet(s) upon which award of the Contract is made.

Date: 9-24, 2024

GENTRY BROTHERS INC

Bidder _____

By [Signature] _____

Title SEC, TREAS _____

Bidder's Post Office Address:

_____ Gentry Brothers Inc
 _____ 384 Live Oak Ave
 _____ Irwindale CA 91706

Corporation organized under
 the laws of the State of

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

WAYNE GENTRY CEO, SEC. TRES
STEVE GENTRY PRESIDENT

(corporate seal)

EXHIBIT A

CONTRACTOR: GENTRY BROTHERS INC

BID SCHEDULE

**EUCLID STREET REHABILITATION PROJECT
(From Whittier Boulevard to Northerly City Limits)
CITY PROJECT NO. 1-R-21**

BID ITEM	DESCRIPTION	EST. QTY OF WORK	UNIT	UNIT PRICE	AMOUNT
12.01	MOBILIZATION AND DEMOBILIZATION (5% MAX OF TOTAL BID PRICE)	1	LS	65,000 ⁻	65,000 ⁻
12.02	TRAFFIC CONTROL, CONSTRUCTION PHASING, PUBLIC CONVENIENCE & SAFETY (5% MAX OF TOTAL BID PRICE)	1	LS	65,000 ⁻	65,000 ⁻
12.03	CONSTRUCTION SURVEY AND MONUMENT PERPETUATION	1	LS	10,000 ⁻	10,000 ⁻
12.04	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) & IMPLEMENTATION OF BMPs	1	LS	10,000 ⁻	10,000 ⁻
12.05	CLEARING & GRUBBING; LANDSCAPE PRUNING; ROOT REMOVAL; GRADING AND SITE RESTORATION; MISC MAILBOX AND SIGN ADJUSTMENTS	1	LS	147,305 ^{.50}	147,305 ^{.50}
12.06	REMOVE EXISTING AND CONSTRUCT 6" PCC COMMERCIAL DRIVEWAY OVER 6" CMB PER STD PLAN 110-2 TYPE A, INCLUDING PCC CURB & GUTTER	700	SF	20 ⁻	14,000 ⁻
12.07	REMOVE EXISTING AND CONSTRUCT 4" PCC RESIDENTIAL DRIVEWAY PER STD PLAN 110-2 TYPE A, INCLUDING PCC CURB & GUTTER	1,200	SF	20 ⁻	24,000 ⁻
12.08	REMOVE EXISTING AND CONSTRUCT 8" PCC CURB AND GUTTER OVER 6" CMB PER STD PLAN 120-3 TYPE A2-8	300	LF	100 ⁻	30,000 ⁻

BID ITEM	DESCRIPTION	EST. QTY OF WORK	UNIT	UNIT PRICE	AMOUNT
12.09	REMOVE EXISTING AND CONSTRUCT 8" PCC CURB OVER 6" CMB PER STD PLAN 120-3 TYPE A1-8	10	LF	100	1,000
12.10	REMOVE EXISTING AND CONSTRUCT 4" THICK PCC CURB RAMP WITH DETECTABLE WARNING SURFACE INCLUDING PCC CURB & GUTTER PER CALTRANS REVISED STANDARD PLANS A88A (2018), CASE A	4	EA	11,000	44,000
12.11	REMOVE EXISTING AND CONSTRUCT 8" PCC CROSS GUTTER AND/OR SPANDREL OVER 6" CMB PER STD PLAN 122-3	1,300	SF	20	26,000
12.12	REMOVE EXISTING AND CONSTRUCT 4" PCC SIDEWALK PER STD PLAN 113-2	1,700	SF	11	18,700
12.13	REMOVE EXISTING AND CONSTRUCT 48" x 48" CALTRANS TYPE G2 DROP INLET	1	EA	7,000	7,000
12.14	REMOVE EXISTING AND CONSTRUCT 18" RCP STORM DRAIN PIPE	50	LF	250	12,500
12.15	UNCLASSIFIED EXCAVATION AND DISPOSAL TO A DEPTH OF 9-1/2" BELOW FINISH GRADE	2,500	CY	70	175,000
12.16	CONSTRUCT 7-1/2" ASPHALT CONCRETE BASE COURSE TYPE B PG 64-10	3,500	TON	98	343,000
12.17	CONSTRUCT 2" ARHM-GG-C PG 64-16 PAVEMENT	1,050	TON	124	130,200
12.18	SAWCUT AND REMOVE EXISTING PAVEMENT TO A DEPTH OF 6" BELOW FINISH GRADE. CONSTRUCT 6" PCC PAVEMENT	25	SF	26	650
12.19	SAWCUT AND REMOVE EXISTING PAVEMENT TO A DEPTH OF 6" BELOW FINISH GRADE. CONSTRUCT 6" AC PAVEMENT	2,700	SF	7	18,900
12.20	COLD MILL EXISTING AC PAVEMENT (2" NOMINAL)	50	SF	-----	-----

BID ITEM	DESCRIPTION	EST. QTY OF WORK	UNIT	UNIT PRICE	AMOUNT
12.21	CONSTRUCT SPEED LUMP PER PLAN DETAIL	9	EA	5,000 ⁻	45,000 ⁻
12.22	CONSTRUCT AC BERM PER STD. PLAN 120-3 TYPE D1-8	400	LF	55 ⁻	22,000 ⁻
12.23	EXCAVATE AND ROTATE SEWER MANHOLE ECCENTRIC CONE TO CLEAR CURB AND RECONSTRUCT MANHOLE TO GRADE	1	EA	3,000 ⁻	3,000 ⁻
12.24	ADJUST WATER VALVE FRAME AND COVER TO GRADE	29	EA	125 ⁻	3,625 ⁻
12.25	ADJUST SURVEY MONUMENT AND MONITORING WELL FRAME AND COVER TO GRADE	1	EA	1,100 ⁻	1,100 ⁻
12.26	ADJUST SEWER OR STORM DRAIN MANHOLE TO GRADE	11	EA	1,100 ⁻	12,100 ⁻
12.27	ADJUST DRAIN FRAME AND COVER TO GRADE	2	EA	800 ⁻	1,600 ⁻
12.28	INSTALL TYPE F (BIKE DETECTION) LOOP DETECTOR PER CALTRANS STD. PLAN ES-5B	2	EA	1,100 ⁻	2,200 ⁻
12.29	INSTALL TYPE E LOOP DETECTOR PER CALTRANS STD. PLAN ES-5B	4	EA	800 ⁻	3,200 ⁻
12.30	INSTALL STRIPING, CROSSWALKS, CURB PAINTING, MARKINGS, SIGNS, RAISED PAVEMENT MARKERS, PAINT FIRE HYDRANTS AND PAINT CURB ADDRESSES.	1	LS	39,000 ⁻	39,000 ⁻
12.31	REMOVE EXISTING AND INSTALL NEW MANHOLE COVER MARKED "SEWER"	2	EA	2,000 ⁻	4,000 ⁻
12.32	UNCLASSIFIED EXCAVATION AND DISPOSAL TO A DEPTH OF 8" BELOW FINISH GRADE (WIATT WAY)	140	CY	75 ⁻	10,500 ⁻
12.33	CONSTRUCT 6" ASPHALT CONCRETE BASE COURSE TYPE B PG 64-10 (WIATT WAY)	210	TON	98 ⁻	20,580 ⁻
12.34	CONSTRUCT 2" ARHM-GG-C PG 64-16 PAVEMENT OVERLAY (WIATT WAY)	70	TON	124 ⁻	8,680 8,680 ⁻

BID ITEM	DESCRIPTION	EST. QTY OF WORK	UNIT	UNIT PRICE	AMOUNT
12.35	PROTECT IN PLACE OR REMOVE AND REINSTALL EXISTING POSTS AND BARRIER TO SAME ELEVATION AS EXISTING. REPLACE BOARDS AS NEEDED WITH PRESSURE TREATED DOUGLAS LUMBER.	80	LF	110 ⁻	8,800 ⁻
12.36	REMOVE EXISTING AND CONSTRUCT 4" PCC RESIDENTIAL DRIVEWAY PER MODIFIED STD PLAN 110-2 TYPE A, INCLUDING PCC MOUNTABLE CURB & GUTTER PER DETAIL	600	SF	13 ⁻	7,800 ⁻
12.37	REMOVE EXISTING AND CONSTRUCT 4" PCC CURB OVER 6" CMB PER STD PLAN 120-3 TYPE A1-8	45	LF	85 ⁻	3,825 ⁻
12.38	ADJUST WATER METER BOX AND COVER TO GRADE	8	EA	400 ⁻	3,200 ⁻
12.39	GRIND RAISED SIDEWALKS	70	LF	35 ⁻	2,450 ⁻
12.40	PLANT AND STAKE STREET TREE, WITH 18 IN. ROOT BARRIERS, 24 IN. BOX STREET TREE	12	EA	1,700 ⁻	20,400 ⁻

TOTAL BID PRICE FOR BID SCHEDULE IN FIGURES:\$ 1,368,815.50

TOTAL BID PRICE FOR BID SCHEDULE IN WORDS: ONE MILLION, THREE - HUNDRED SIXTY-EIGHT THOUSAND, EIGHT HUNDRED FIFTEEN DOLLARS AND FIFTY-CENTS.

Note: All bid quantities are estimated and for bidding purposes only and may be increased or decreased at the discretion of the CITY.

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

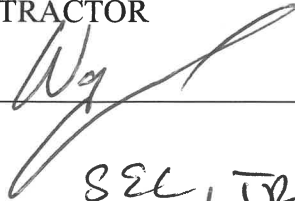
GENTRY BROTHERS INC

CONTRACTOR

BY

TITLE

DATE



SECRETARY

9-24-24

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

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



September 19, 2024

ADDENDUM NO. 1

**EUCLID STREET REHABILITATION PROJECT
CITY PROJECT NO. 1-R-21**

To all prospective bidders and plan holders for the **EUCLID STREET REHABILITATION PROJECT, CITY PROJECT NO. 1-R-21.**


The intent of this Addendum No. 1 is to make revisions, additions and/or deletions, to the specifications of the Euclid Street Rehabilitation Project, Project No. 1-R-21; and are therefore hereby made a part of the contract bid documents.


A. Project Specifications, Special Provisions, Section C:

- 1) Delete fifth paragraph, page C-45: “Prime Coat shall be ePrime as manufactured by Ergon Asphalt & Emulsions, Inc., or approved equivalent”.
- 2) Delete seventh paragraph, page C-54: “Prime Coat shall be ePrime as manufactured by Ergon Asphalt & Emulsions, Inc., or approved equivalent”.

An acknowledgment of receipt of this Addendum No. 1 shall be submitted with the Bid Proposal. Failure to provide such acknowledgment shall render the bid as non-responsive and subject to rejection.

BY ORDER OF THE CITY OF LA HABRA

BY: 
Albert Mendoza, P.E.
Deputy Director of Public Works/City Engineer


Contractor (Signature)

J. ROEHRBORN
Name

9/25/24
Date

REFERENCES

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

1. Name (Firm/Agency): ATTACHED
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: \$ _____

OWNER	Phone# - City	JOB NAME/LOCATION/	CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Walnut	909-594-9702	FY 22-23 Green Streets Project		Jason Weiday		\$ 203,975.00	1/16/2023 - 10/19/2023	Marcos
Chino Hills		Pipeline Ave/Retaining Wall			97	\$ 56,330.00	5/1/2023 - 5/17/2023	Richard
Covina		Workman Street Improvements		Rafael Fajardo		\$ 602,835.00	5/22/2023 - 8/7/2023	Richard
Rancho Cucamonga		Hermosa Avenue Street Widening/Pavement Rehabilitation		Romeo David		\$ 1,069,056.00	6/19/2023 - 10/5/2023	Wayne
Claremont		Towne Avenue Complete Street Improvements Project CIP 2022-04				\$ 5,025,132.40	8/21/2023 - In Progress	Richard
Arcadia	626-256-6653	2021 Misc Arterial Rehabilitation 1st Ave. Street Project				\$ 1,321,361.10	7/5/2023 - 12/19/2023	Antonio O
Covina		Rowland Avenue Street Rehabilitation #P2204/#P2314				\$ 2,987,785.00	10/30/2023 - 3/15/2024	Gonzalo
Arcadia		Downtown Alley Improvements #41854121				\$ 1,768,534.00	11/30/2023 - In Progress	Antonio O
Lynwood		Priority 2 PH 2B Street Improvements #4011.68.123				\$ 1,952,000.00	1/16/2024 - 4/5/2024	Marcos
South El Monte		Merced Avenue Greeway Project #0407				\$ 9,098,474.00	11/6/2024 - In Progress	Gonzalo
La Verne		A-Line Station Pedestrian Bridge Drainage #1401102				\$ 64,500.00	11/20/2023 - 11/2/2023	Rodney
Covina		Covina Heights Water & Street Improvements				\$ 2,177,140.00	4/12/2024 - In Progress	J J
Pomona		Multi-Neighborhood Pedestrian & Bike Improvements				\$ 15,032,088.00	3/18/2024 - In Progress	Marcos
Montclair		Arrow Hwy & Fremont Street Improvements				\$ 588,920.00	2/21/2024 - In Progress	Rodney
Rancho Cucamonga		West Foothill Blvd. #800-2023-13				\$ 6,711,088.30	3/18/2024 - In Progress	Wayne
Pomona		Local Street (FY23-24) Improvements - 428-68592				\$ 3,060,050.50	7/22/2024 - In Progress	Rodney
Arcadia		Baldwin Avenue Streetscape				\$ 3,945,080.28	8/23/2024 - In Progress	Gilbert
La Habra		Monte Vista Street Rehab #2-R-22				\$ 858,940.00	8/13/2024 - In Progress	Marcos
Covina		Covina - Covina Heights Paving				\$ 1,970,770.00	9/26/2026 - In Progress	TBD
Rancho Cucamonga		6th Street Pavement Rehabilitation #800-2023-14				\$ 870,019.68	TBD	TBD
Rancho Cucamonga		FY 24-25 Marjoe Arterial				\$ 2,246,982.78	TBD	

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job
Glendora	626-335-6175	Cullen Avenue Wawer & Street Improvements #1317 & #1329	Joseph Velosa	92	\$ 411,180.90	1/31/2022 - 3/15/2022
Montclair	909-625-9444	Modular Restroom Facilities	Steve Stanton	95	\$ 71,380.00	9/1/2022 - 9/21/2022
Ontario		Water Main Replacement PHII			\$ 6,733,323.98	3/13/2023 - In Progress
Rancho Cucamonga	909-477-2730	CDBG Concrete Rehabilitation	Kenneth Fung	96	\$ 1,378,207.60	5/2/2022 - 2/16/2023
Covina		Citrus Avenue Rehabilitation Project #P2010			\$ 1,430,352.25	9/9/2022 - 6/5/2023
Arcadia	626-256-6653	2021/2022 Annual Concrete Repairs #55331022	Jacquelyn Mercado		\$ 105,730.00	7/22/2022 - 8/23/2022
Pomona	909-620-2238	Street Preservation FY 21-22 #426-68572	Daniel Chung		\$ 2,335,605.90	7/28/2022 - 3/13/2023
Covina	626-384-5236	Miscellaneous Concrete Project #P2203	Valerie Cortez	92	\$ 119,521.00	5/31/2022 - 6/23/2022
Downey	562-904-7110	City Yard Maintenance Pavement Rehabilitation #CIP 22-24	Edward Torres	95	\$ 223,405.00	6/23/2022 -7/13/2022
Covina	626-384-5236	Front Street Water Main Installation	Rafael Fajardo		\$ 1,430,352.25	6/29/2023 - 8/29/2023
La Verne		Sidewalk Replacement Various Locations PO#34317		97	\$ 99,633.00	8/15/2022 - 8/29/2022
Claremont		Claremont Blvd & Monte Vista Accessibility Improvements Project CIP 2021-1	Steve		\$ 585,765.00	9/21/2022 - 1/3/2023
Chino Hills	909-364-2811	Woodview Road Pavement Rehabilitation PHII #ST20012	Deborah Hill		\$ 320,931.00	6/19/2023 - 7/28/2023
La Verne	909-596-8750	Old Town Streetscape Improvements			\$ 1,624,894.20	11/14/2022 - 10/3/2023
Montclair	909-625-9444	CDBG Target Area Alley Improvements	Steve Stanton		\$ 976,909.28	12/5/2022 - 1/31/2023
Brea	714-671-4450	Country Hills Subdivision Pavement & Water Imp PH 2 #CIP 7322			\$ 2,125,523.60	2/1/2023 - 10/3/2023
Rancho Cucamonga	909-477-2740	FY 22/23 Local Overlay Pavement Rehabilitation			\$ 4,751,061.00	2/1/2023 - 10/24/2023
Pomona	909-802-7415	Street Rehab - District 4 & 5 - #428-67922 - Fed STPL-5070(038	Michael Lee		\$ 1,539,544.74	2/8/2023 - 10/24/2023
Glendora	626-335-6175	Bennett Water & Street Improvements	Michael Dinh		\$ 4,431,996.50	5/8/2023 - 7/2/2024
Glendora	626-335-6175	Cumberland Water & Street Improvements	Michael Dinh		\$ 3,836,908.00	5/10/2023 - 7/2/2024

OWNER	Phone# - City	JOB NAME/LOCATION/	CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Pomona		ADA Path of Travel CDBG #428-6855, ADA Curb Ramps #428-67929		Michael Lee	94	\$ 1,323,000.00	3/22/2021 - 11/10/2021	Marcos
El Monte	626-580-2065	Valley Mall & Monterey		Kristen Lloyd	88	\$ 29,050.00	2/9/2021 - 2/12/2021	Gilbert
NA		Cal Spas Drainage		NA	93	\$ 84,104.00	02/19/2021 - 02/22/2021	Gonzalo
Pomona		Local Street Preservation 20-21 #428-68562		Daniel Chang	94	\$ 1,644,001.44	3/29/2021 - 12/10/2021	Marcos
Alhambra	626-570-5015	2020Concrete Repair Improvements #N2M20-161			91	\$ 437,260.20	5/3/2021 - 7/13/2021	Gilbert
Duarte	626-357-7931	2020-2021 Street Rehabilitation		Teresa Renteria	90	\$ 343,393.44	4/12/2021 - 5/4/2021	Gilbert
West Covina	626-939-8425	FY 20-21 Reserial Street Rehabilitation #21020		Miguel Hernandez	94	\$ 1,374,712.02	6/1/2021 - 8/10/2021	Gilbert
Monterey		Atlantic Water Main			95	\$ 885,503.40	TERMINATED	
Ontario		Water Main Replacement PH I		Cunthia Torres	97	\$ 3,671,129.39	9/27/2021 - 10/6/2022	Gilbert
Arcadia	626-256-6653	Live Oak Rehabilitation		Kevin Merrill	92	\$ 1,566,620.23	8/9/2021 - 10/13/2021	Gonzalo
Alhambra	626-570-5090	Water Main & Street Rehabilitation		Lauren Myles	95	\$ 981,161.10	2/11/2021 - 7/11/2022	Rodney
Covina		Street Rehabilitation		Rafael Fajardo	97	\$ 1,317,227.25	7/30/2021 - 11/10/2021	Richard
San Dimas	909-394-6248	Covina et al Street Improvement CC2021-03		Shari Garwick	92	\$ 1,298,484.70	9/27/2021 - 3/25/2022	Richard
Covina	626-384-5236	Via Pakt Main Replacement		Rafael Fajardo	92	\$ 398,060.00	8/19/2021 - 11/24/2021	Gilbert
Rancho Cucamonga		FY 21-22 Pavement Rehabilitation #8002021-02		Romeo David	93	\$ 1,178,830.84	10/25/2021 - 2/22/2022	Wayne
Montebello	323-887-1460	Beach Street Pavement		Samantha Chenela	96	\$ 926,849.00	4/1/2022 - 8/22/2022	Richard
Upland	909-291-2946	Civic Center Area Paving & ADA Improvements #82336 & #74004		Bob Critchfield	92	\$ 369,993.00	2/23/2022 - 7/1/2022	Richard
Chino Hills	909-364-2766	Los Serranos Safe Routes to School East #ST1210005		Steve Nix	97	\$ 866,872.80	3/7/2022 - 7/29/2022	Marcos
Chino	909-334-3415	Alley/Sanitation Rehabilitation FY 202-21 @SN-211		Austin Pastovopit	98	\$ 1,423,393.75	3/14/2022 - 2/7/2023	Gonzalo
Chino Hills	909-364-2862	Saddle Replacement PH 3 - #W17001		Michelle Smith	98	\$ 1,183,700.00	8/11/2022 - 2/3/2023	Marcos
Montclair	909-625-9444	Zone 5 & 6 Street Rehabilitation #21002		Steve Stanton		\$ 3,598,603.23	6/15/2022 - 3/31/2023	Marcos

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Walnut		Emergency Work - Lemon Creek		85	\$ 14,800.00	1/8/2020 - 1/17/2020	NA
Covina	626-384-5236	Trip Road Imp/Phase II	Kristen Weger	85	\$ 1,728,775.00	2/3/2020 - 5/5/2020	Rodney
Downey	562-622-3468	Capital Improvement Project #19-04 - Sarmoline Avenue	Desi Gutierrez	85	\$ 717,800.00	2/3/2020 - 5/19/2020	Gilbert
La Verne	909-596-8750	Emergency - Channel Crossings	Anthony Ciotti	85	\$ 26,000.00	1/27/2020 - 01/30/2020	Gilbert
Baldwin Park	626-960-4011	Maine Avenue - PH I	Sam Gutierrez	84	\$ 1,715,418.60	3/9/2020 - 6/30/2020	Art/Marcos
Baldwin Park	626-960-4011	ATP Cycle 3 Pacific Ave.	Sam Gutierrez	88	\$ 2,112,094.90	5/13/2020 - 10/2/2020	Marcos
West Covina	626-939-8425	FY 2019-20 Residential Street Rehabilitation	Miguel Hernandez	89	\$ 969,070.55	6/1/2020 - 6/12/2020	Rodney
Sierra Madre	626-355-7135	FY 2019-20 Street Improvement	Bruce Inman	85	\$ 443,940.10	4/20/2020 - 5/19/2020	Rodney
Diamond Bar	909-839-7010	CDBG Area 1 Curb Ramp Project #60106919	Tommye Cribbins	89	\$ 129,820.00	6/8/2020 - 7/21/2020	Gonzalo
Pomona		Street Preservation - #428-68561 FY19-20		90	\$ 1,866,732.42	6/24/2020 - 12/23/2020	Rodney
Rancho Cucamonga	909-477-270	2019/20 Arterial Pavement Rehabilitation - #800-2017-11	Shelley Hayes	91	\$ 856,368.00	8/20/2020 - 11/6/2020	Wayne
Covina		Badillo Street Rehabilitation - #P1901-W2003		88	\$ 2,484,067.00	8/3/2020 - 1/27/2021	Gonzalo
Baldwin Park	626-960-4011	Morgan Park Parking Lot - City Project#CIP20-163	Sam Gutierrez	90	\$ 390,920.00	5/13/2020 - 9/22/2020	Marcos
Claremont	909-399-5459	Guardrail Replacement	Michelle Gonzales	89	\$ 48,500.00	7/22/2020 - 8/19/2020	Wayne
Chino		FY 15/16 Alley Reconstruction		95	\$ 1,816,952.85	12/7/2020 - 10/4/2021	Gonzalo
Montclair	909-625-9444	Holt Boulevard Pavement Rehabilitation	Steve Stanton	89	\$ 886,393.28	10/5/2020 - 11/17/2020	Rodney
Covina	626-384-5236	Concrete Repairs	Kristen Weger	95	\$ 156,737.50	10/5/2020 - 10/30/2020	Gonzalo
Industry		Temple Ave Dual Right Turn CITY-1458		91	\$ 498,028.00	1/13/2021 - 3/19/2021	Rodney
La Verne		"D" Street Overlay Parkway Renovation		90	\$ 98,718.00	12/7/2020 - 12/22/2020	Gonzalo
Upland		Alley & Access Road Improvements #8801/8802/8803/86001		91	\$ 803,780.60	12/7/2020 - 5/4/2021	Gilbert/Marcos
Brea		Country Lane Street Rehabilitation		91	\$ 279,738.24	1/13/2021 - 2/11/2021	Gonzalo
Downey		Telegraph Road Throughput & Safety Enhancements	Jasmine Fakhouri	99	\$ 6,322,707.13	5/3/2021 - 3/4/2022	Rodney

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job
Baldwin Park	626-960-4011	City Project #2018-0269 Various Locations	Sam Gutierrez	81	\$ 1,757,175.50	3/28/2019 - 5/22/2019
La Verne	909-596-8750	2018-19 Pavment Management Program	Anthony Ciotti	81	\$ 579,638.20	2/27/2019 - 3/21/2019
Sierra Madre	626-355-7135	FY 2018-19 Street Improvement	Bruce Inman	85	\$ 654,709.25	4/22/2019 - 6/28/2019
El Monte	NA	Emergency Work - Valve Replacement Tyler & Irish	NA	95	\$ 14,653.33	3/1/2019 - 3/1/2019
Jurupa Valley		Jurupa Valley - Emergency Culvert Repair	Steve Loriso	80	\$ 29,657.48	2/15/2019 - 2/19/2019
La Verne	909-596-8750	2018-19 PMP Various Locations	Anthony Ciotti	83	\$ 425,802.50	4/29/2019 - 5/14/2019
La Verne	909-596-8750	CDBG Sidewalk Project #1401123	Anthony Ciotti	81	\$ 98,800.00	5/27/2019 - 6/7/2019
La Verne	909-596-8750	Baseline Road	Anthony Ciotti	83	\$ -	6/11/2019 - 6/21/2019
Pomona	909-802-7415	Street Preservation/ Local and Alleys	Steve Enna		\$ 3,995,744.00	6/17/2019 -10/30/2019
Montclair	909-625-9444	San Jose Street Rehabilitation - #17022	Steve Stanton	83	\$ 286,929.00	7/1/2019 - 7/29/2019
Walnut	909-594-9702	La Puente Road Rehabilitation - #178975	Jason Welday/RKA	84	\$ 593,622.50	7/1/19 - 10/21/2019
San Dimas	909-934-6248	Avenida Entrada Street Improvements	Brandon Slater	85	\$ 897,998.00	8/5/2019 - 11/26/2019
City of Industry	626-333-2211	Resurfacing of Don Julian Road	Kristen Weger	93	\$ 806,400.00	10/26/2020 - 01/01/2022
City of Baldwin Park	626-960-4011	SB1 Puente Avenue Street Improvements	Sam Gutierrez	84	\$ 1,071,867.00	11/1/8/2019 - 3/4/2020
City of Duarte	626-357-7931	Removal of Barriers for ADA Ramps	Teres Renteria	85	\$ 41,080.00	12/2/2019 - 12/17/2019
City of Chino Hills	909-364-2766	Los Serranos Transit #S19001	Steven Nix	84	\$ 397,210.00	1/6/2020 - 5/19/2020
City of South Pasadena	626-403-7240	Alpha Ave/Melva Street Improvement	Kevin Ko	89	\$ 1,698,910.00	4/28/2020 - 10/27/2020
City of Montebello	323-887-1200	Beverly Boulevard Improvements	Roberta Lacayo	90	\$ 739,951.20	5/11/2020 - 6/25/2020
City of Industry	626-333-2211	Annual Street Rehabilitation #CIP-STR-19-043-B	Gerry Perez	89	\$ 420,492.00	2/26/2020 - 9/22/2020
City of Montclair	909-625-9444	Emergency Road Work	Steve Stanton	89	\$ 110,000.00	1/8/2020 - 1/20/2020

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job
Covina	626-384-5236	Cypress Reservoir Drainage Improvements	Kristen Wegar	78	\$ 97,680.00	4/18/2018 - 5/11/2018
Baldwin Park	626-960-4011	Residential Street Rehabilitation - #2018-0220	Sam Gutierrez	83	\$ 653,070.00	4/3/2018 - 5/29/18
LACDPW	626-458-3111	Ballentine Pl. et al - Project #RD00015528	Harry Cong	82	\$ 4,600,159.75	6/13/2018 - 2/8/2019
Glendora	626-914-8216	Pasadena Avenue Street Rehabilitation #1243	Harutyun Mesopyah	78	\$ 168,712.10	3/19/2018 - 4/9/2018
Covina	626-384-5236	Grand Avenue Water Line Upgrade	Kristen Wegar	79	\$ 1,289,295.00	4/3/2018 - 10/9/2016
Glendora	626-335-6175	Auto Centre Dr/Amelia Avenue Improvement Project #1183/#1202	Joseph Velosa	78	\$ 896,840.00	4/3/2018 - 5/29/2018
Whittier	562-567-9500	18-011 Hoover Avenue Water Main Replacement	Sunny Ng	82	\$ 1,513,600.00	7/2/2018 - 2/8/2019
Montclair	909-625-9444	Zone 4 Montclair Street Rehabilitation	Steve Stanton	80	\$ 3,696,445.00	5/14/2018 - 12/27/2018
La Verne	909-596-8750	"E" Street "g" Water Main	Anthony Ciotti	79	\$ 773,658.00	6/11/2018 - 10/2/2018
La Verne	909-596-8750	2017-2018 CDBG Sidewalk Improvements	Anthony Ciotti	79	\$ 54,600.00	4/30/2018 - 5/8/2018
La Verne	909-596-8750	Island Medians - Wheeler Avenue	Anthony Ciotti	78	\$ 97,512.00	5/9/2018 - 5/14/2018
La Verne	909-596-8750	Wheeler Avenue Pavement Rehabilitation	Anthony Ciotti	78	\$ 690,300.00	6/5/2018 - 8/20/2018
Glendora		Emergency - Juanita Ave		80	\$ 29,657.48	2/15/2018 - 2/19/2018
Montclair	909-625-9444	Central Avenue Alley Improvements	Steve Stanton	80	\$ 223,825.00	9/26/2018 - 10/30/2018
Upland	909-291-2946	Linda Way Reconstruction/Utility Imp #7061	Bob Critchfield	80	\$ 356,375.00	8/30/2018 - 12/28/2018
Covina	626-384-5236	Tripp Road Improvement - Phase I	Kristen Wegar	81	\$ 2,433,358.00	9/25/2018 - 3/4/2019
Upland	909-291-2946	San Antonio Pavement Rehabilitation	Bob Critchfield	79	\$ 536,200.00	8/30/2018 - 8/30/2018
Claremont	909-399-5395	Foothill Boulevard Mast Plan Improvement	Vincent Ramos	87/2Bxs	\$ 13,987,678.00	11/5/2018 - 9/8/2020
Glendora	626-914-8255	Lorraine Avenue Water #1240	Debbie Wood	83	\$ 2,157,500.00	2/6/2019 - 11/8/2019
Glendora	626-914-8216	Lone Hill Avenue Street Improvements #1274	Bardia Raston	81	\$ 840,625.00	3/18/2019 - 4/25/2019
Glendora	626-335-6175	CDBG Laxford Street & Vencino Avenue Street Improvements #1277	Joseph Velosa	80	\$ 216,144.36	2/11/2019 - 2/21/2019
Jurupa Valley		Jurupa Valley Emergency		80	\$ 29,657.48	2/15/2109 - 2/19/2019
Baldwin Park	626-960-4011	Chevalier Drainage Project	Sam Gutierrez	81	\$ 106,620.00	2/25/2019 - 3/12/2019

If Contractor has performed work for the City of La Habra within the last five (5) years, list all work done within said five years (attaché additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed
MONTE VISTA ST \$860,000	LA HABRA	

Contractor's License No.: 397682 Class: A

a. Date first obtained: 1981 Expiration: 12-26

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> (If Applicable)
<u>WAYNE BENTLEY</u>	<u>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:	Gentry Brothers Inc 384 Live Oak Ave Irwindale CA 91706	Phone: 626-357-9631
Address:		Fax:
Contact Person:	WAYNE GENTRY	No. of years in business: 45
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: <input checked="" type="checkbox"/>		
Type of work/services/materials provided by firm? ASPHALT, CONCRETE WATER, UNDERGROUND		
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.

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>Superior Pavement Markings, Inc.</u>	Phone: <u>(714) 995-9100</u>
Address: <u>5312 Cypress Street, Cypress CA 90630</u>	Fax: <u>(714) 995-9400</u>
Contact Person: <u>Raul Guzman, Estimator</u>	No. of years in business: <u>24</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>Striping, Pavement Markings, Signage</u>	
<hr/> <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: NO

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

**EUCLID STREET REHABILITATION PROJECT
(From Whittier Boulevard to Northerly City Limits)
CITY PROJECT NO. 1-R-21**

In the amount of \$ BID BOND 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.

GENTRY BROTHERS 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.

CALIFORNIA ALL-PURPOSE 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 Orange)

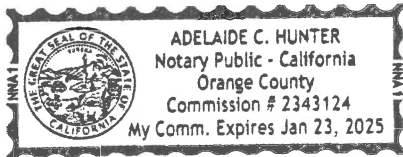
On SEP 16 2024 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ryan Butterfas
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 A. Hunter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ryan Butterfas, Linda D. Coats, Matthew J. Coats and Summer Reyes** of Laguna Hills, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 12TH day of April 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 12th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

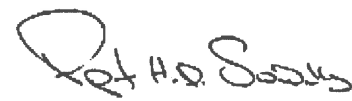
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 16th day of September, 2024.




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

California Acknowledgment Form

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 Los Angeles } ss.

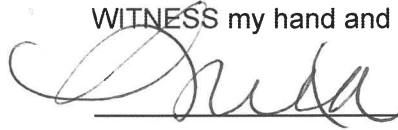
On September 24, 2024 before me, N. Smith, Notary,
(here insert name and title of the officer)
personally appeared Wayne Gentry

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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

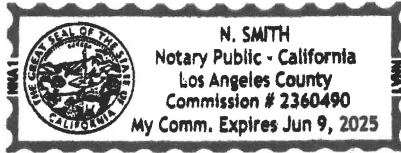
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



Signature of Notary



Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

This is not required under California State notary public law.

Document Title: Bid Bond # of Pages: 1

Notes

City of La Habra - Euclid Street Rehabilitation Project

NON-COLLUSION AFFIDAVIT
FOR
EUCLID STREET REHABILITATION PROJECT
(From Whittier Boulevard to Northerly City Limits)
CITY PROJECT NO. 1-R-21

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

STATE OF CALIFORNIA)

) SS.

)

WAYNE GENTRY, being first duly sworn,
deposes and says that he is SEC, TREAS
(sole owner, partner, president, secretary, etc.)

of GENTRY BROTHERS 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: SEC, TREAS

Subscribed and sworn to before me

This _____ day of _____, 2024

SEAL OF NOTARY PUBLIC

California Acknowledgment Form

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 Los Angeles } ss.

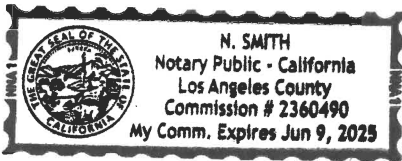
On September 24, 2024 before me, N. Smith, Notary,
(here insert name and title of the officer)
personally appeared Wayne Gentry

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 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.

Seal

WITNESS my hand and official seal.



[Handwritten Signature]

Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

This is not required under California State notary public law.

Document Title: Non-Collusion Affidavit # of Pages: 1

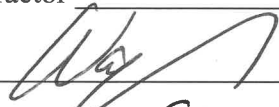
Notes

City of La Habra - Euclid Street Rehabilitation Project

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 GENTRY BROTHERS INC
By 
Title SECRETARY

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.

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability

arising out of both ongoing operations and the products-completed operations hazard (“P” definition of insured contract in ISO form CG 00 01, or equivalent).

- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$2,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference:[City Project No. 1-R-21]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of La Habra
- Contractor shall provide immediate written notice if: (1) any of the required

City Project No. 1-R-21.

insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

City Project No. 1-R-21.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT D
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.