

**AGREEMENT WITH EBS GENERAL ENGINEERING, INC., TO PROVIDE ON-CALL
EMERGENCY ASPHALT AND PCC SERVICES FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 2nd day of May, 2023 by and between EBS General Engineering, Inc., a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On January 18, 2023, the City issued Request for Proposal (“RFP”) No. 22-096, by which it sought qualified contractors to provide on-call emergency asphalt and PCC services for the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 22-096.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 22-096, which is attached as **Exhibit A**, and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit B**. Contractor is one of six (6) contractors selected to provide emergency asphalt and PCC services on an on-call basis under RFP 22-096. The total compensation for these services provided by all such contractors selected under RFP 22-096 shall not exceed the shared aggregate amount of Three Million, Dollars and Zero Cents (**\$3,000,000**) during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals

which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on May 1, 2026, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for up to two (2), one-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

- (1) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (4) **Professional Liability (Errors and Omissions):** if Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than **\$1,000,000** per claim and a **\$2,000,000** aggregate.
- (5) **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

- (1) **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (4) **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (6) **Claims Made Policies (applicable only to professional liability):**
- i. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
 - iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of work.
- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- (8) **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(9) **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

(10) **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this

Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized

representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5635

To Contractor:

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

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by

fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

ATTEST:


CITY OF SANTA ANA

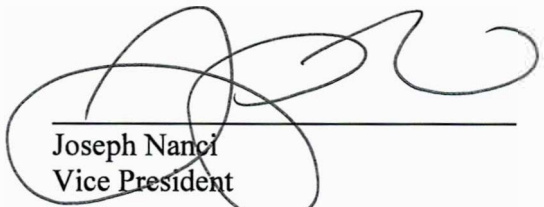
Jennifer L. Hall
City Clerk

Kristine Ridge
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

EBS GENERAL ENGINEERING, INC.,

By: 
Brandon Salvatierra
Deputy City Attorney


Joseph Nanci
Vice President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

CITY OF SANTA ANA
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Appendix
ATTACHMENT 1: SCOPE OF WORK

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SCOPE OF WORK

Introduction and Background:

The City of Santa Ana (City) desires to enter into an agreement with a qualified construction company for the repair of roadway asphalt concrete and concrete, and/or other infrastructure within the public right of that may experience failures within the term of the agreement on an on-call and emergency work for general improvements, on an as needed, Task Order basis.

DESCRIPTION OF WORK:

The scope of work will vary per Task Order within the public right-of-way. It may include, but not be limited to, the procurement and/or removal of materials, excavation, installation, backfill, compaction, grading, sidewalk and paving, curb and gutter, fencing, guardrail, barrier, and pavement markings, striping, signs, sign posts and miscellaneous other street furniture, and repairing various items within the public right-of-way, traffic control, mobilization, compliance with this agreement and all other work necessary to complete on-call emergency Task Orders specified per incident.

The work completed shall be in compliance with the City's Standard Plans, Caltrans Standard Plans and the "Greenbook" and Caltrans' Standard Specifications and as specified in this agreement. Work shall also be in compliance with the City's Standard Plan No. 1160, "Street Work and Utility Permit General Provisions."

QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER):

For the purposes of providing a Fee Schedule based on the below Sample Task Orders, the following work items and quantities are provided. The Fee Schedule in Attachment 5:

Each Fee Schedule shall include a schedule of the hourly billing rates for ALL contractor and subcontractor staff and labor personnel. Additionally, for each discipline that a company seeks to be considered, the below table(s) shall be completed. For example, if a General Contractor is submitting for Asphalt Concrete and Concrete Work, Sample Task Orders A and B would both be required to be completed as part of the Fee Schedule. Each table shall include the filling in of the last two columns for the relevant sample task orders for whichever category(ies) are being submitted for consideration. However, actual work will be paid for as described in Section I.A. "Nature of Work." Sample Task Orders for Asphalt Concrete and Concrete roadway and sidewalk and related work are, respectively:

Sample Task Order A - Asphalt Concrete					
Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	AC Pavement	130	TN		
3	Furnish and Install #6 Pullbox	4	EA		
4	Adjust Manhole to Finished Grade	5	EA		
5	PCC Curb and Gutter (Type A-2-8)	100	LF		
6	Signing and Striping	1	LS		
7	Traffic Control Work	1	LS		

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Sample Task Order B - Concrete Paving

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	PCC Sidewalk (T=4")	2,500	SF		
3	PCC Curb Ramp	3,000	SF		
4	PCC Curb and Gutter (Type A-2-8)	100	LF		
5	Furnish and Install #6 Pullbox	4	EA		
6	Adjust Manhole to Finished Grade	5	EA		
7	Catch Basin (Type "B," W=10')	1	EA		
8	Remove and Replace 30" Reinforced Concrete Pipe	75	LF		
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF		
10	Guard Rail Replacement Termination (Caltrans)	1	EA		
11	Remove and Replace Chain Link R/W Fence	50	LF		
12	Concrete Barrier Type 836 (Caltrans)	50	LF		
13	Traffic Control Work	1	LS		

SURETY BOND

For each Task Order Issued by Public Works Agency, the City **may or may not** require the Contractor to provide cash deposit or surety **"Payment"** and **"Performance"** bond. Depending upon the size, nature and risk of the work, the City may use the amounts specified by the "Greenbook," surface drainage or street improvement plan measurements, or the approved itemized cost for each On-call or Emergency Task Order to calculate bond amounts, if any. Task Order work shall be per the City's Standard Plans, As-Built Plans, or other direction from the Public Works Agency. If required for a Task Order, the cash deposit or the surety bonds shall guarantee the construction of all necessary improvements for the Task Order, **however, Bid Bonds were not required at the time of the submittal of RFP Proposal.** For Task Orders, the City also reserves the right to retain 10% of progress pay amounts for the one-year warranty work. If so, the cash deposit shall be released approximately 135 days after all related permits and/or other approvals required are signed off by the City's Construction Inspector, and the passage of any lien periods. In the event the work is not completed within one year of the date that a street work permit or Task Order is signed, applicant agrees that the City may apply the cash deposit to the cost of completing the work and such work may be completed at the sole convenience of the City of Santa Ana.

CONTRACTOR RESPONSIBILITIES

Contractor must be able to respond to City's request for emergency repair work on a timely and urgent manner. **The contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within one hour. Contractor's repair crews must be able to arrive at job site within 8 hours of approval from City to commence work.** Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday). Anytime outside of business hours of operation may be considered after hours/weekends.

The Contractor shall, prior to award of contract and without additional expense to the City, possess all licenses and permits (unless waived by the City) required for the performance of the work required by this contract, including but not limited to a California Class (A, C-8 or C34) Contractor's license and a City of Santa Ana

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Business License.

1. Street work shall be required to be performed by a licensed contractor for any and all the work in the public right of way. The contractor must provide the following prior to initiating Task Order work.
 - a. A City of Santa Ana business license.
 - b. A Certificate of Insurance of general liability containing requirements as set forth by the City Attorney and per the Standard Agreement.
 - c. A Contractors license (with appropriate classification).
 - d. Proof of Worker's Compensation Insurance.
2. Provide BMPs and/or erosion control plans for planned Task Order work unless directed otherwise by the City:
3. If required, the Contractor shall submit, for review and approval, a surface drainage/grading/erosion control plan, prepared by a registered civil engineer, showing the direction and means of flow within the street.

SUBCONTRACTORS

Any Subcontractors intended to be used, shall be listed in the proposal. Any additional subcontractors that may become necessary, shall require approval by the City prior to start of any assigned work. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

PAYMENT AND INVOICING:

Selected Contractor shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

CITY RESPONSIBILITIES:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for any assigned Task Orders
- All plan check coordination within the City
- Construction administration
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards), if needed
- Electronic files for title sheets and sheet borders, if needed

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• **DEFINITION OF ITEMS (SAMPLE TASK ORDERS A, B & C):**

- *The unit prices paid for the items listed in the Contractor's Proposal as defined herein include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown in the Task Order, Standard Plans, Sketch, Other Plans, as directed by the Engineer.*
- *All incidental work which is not otherwise specified, and which is necessary to complete the improvements shall be furnished and installed as though such work was specified, and no additional compensation would be allowed therefore. If not stated otherwise, work shall be in conformance to APWA's 2012 Greenbook specifications.*
- *Each Sample Task Order's work items include, but are not limited to, the following listed below for the Fee Schedule Submittal. Actual Task Order work, if granted, will generally be **on a Time and Materials basis in accordance with labor rates for the type of work and material required per Task Order granted and according to the schedule of rates provided as part of this proposal.** The Sample Task Order information provided will primarily be used to compare various proposals.*

Sample Task Order A Items of Work

Item No. 1 - Unclassified Excavation

Payment for **Unclassified Excavation** shall be at the contract unit price per Cubic Yard listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Payment for unclassified fill, if any, is considered as included in the unit price paid for unclassified excavation.

Payment for over-excavation shall be paid for at the unit price for unclassified excavation.

Item No. 2 - Asphalt Concrete (AC) Pavement

Payment for **Asphalt Concrete (AC) Pavement** shall be at the contract unit price bid per Ton as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Payment for asphalt concrete pavement used in areas of over-excavation to mitigate unsuitable subgrade materials shall be paid for at the contract unit price bid per ton.

Item No. 3- Furnish and Install New #6 Pull Box

The work under this item for Furnish and Install New #6 Pull Box shall be in accordance with the latest CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents to be provided for each Task Order Work. The assumed material for placement shall be concrete and any removal of an existing pull box shall be included in the price paid to furnish and install a new pull box and no additional payment will be allowed therefore.

Payment for **Furnish and Install New #6 Pull Box** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor,

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equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 4 - Adjust Manhole to Finished Grade

Payment for **Adjust Manhole to Finished Grade** shall be at the contract unit price bid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 5 - PCC Curb & Gutter (A-2-8)

The work under this item consists of grading, compacting subgrade, and constructing PCC Curb & Gutter and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **PCC Curb & Gutter (A-2-8)** shall be at the contract unit price bid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 6 - Signing & Striping

The work under this item for Signing and Striping shall be in accordance with the latest CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents to be provided for each Task Order Work.

Payment for **Signing & Striping** shall be at the contract Lump Sum listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, disposal of all removed materials and incidentals as required and no additional compensation will be allowed therefore.

Item No. 7 – Traffic Control

The work under this item for Signing and Striping shall be in accordance with the latest Watch Manual, CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents to be provided for each Task Order Work.

Payment for **Traffic Control** shall be at the contract unit price per Lump Sum (LS) as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Sample Task Order B Items of Work

Item No. 1 - Unclassified Excavation

Payment for **Unclassified Excavation** shall be at the contract unit price per Cubic Yard listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

CITY OF SANTA ANA
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Payment for unclassified fill, if any, is considered as included in the unit price paid for unclassified excavation.

Payment for over-excavation shall be paid for at the unit price for unclassified excavation.

Item No. 2 - PCC Sidewalk (T=4")

The work under this item consists of grading, compacting subgrade, and constructing 4-inch thick PCC Sidewalk shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications, plans, and contract document specifications.

Payment for **PCC Sidewalk (T=4")** shall be at the contract unit price bid per Square Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore. Payment for thickness (T=6") shall be paid 1.5 times the unit price.

Item No. 3 - PCC Curb Ramp

The work under this item consists of grading, compacting subgrade, and constructing PCC Curb & Gutter and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **PCC Curb Ramp** shall be at the contract unit price bid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 4 - PCC Curb & Gutter (A-2-8)

The work under this item consists of grading, compacting subgrade, and constructing PCC Curb & Gutter and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **PCC Curb & Gutter (A-2-8)** shall be at the contract unit price bid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 5- Furnish and Install New #6 Pull Box

The work under this item for Furnish and Install New #6 Pull Box shall be in accordance with the latest CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents to be provided for each Task Order Work. The assumed material for placement shall be concrete and any removal of an existing pull box shall be included in the price paid to furnish and install a new pull box and no additional payment will be allowed therefore.

Payment for **Furnish and Install New #6 Pull Box** shall be at the contract unit price paid per Each as listed in

CITY OF SANTA ANA
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ON CALL EMERGENCY ASPHALT & PCC

the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 6 - Adjust Manhole to Finished Grade

Payment for **Adjust Manhole to Finished Grade** shall be at the contract unit price bid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 7- Catch Basin (Type “B,” W=10’)

The work under this item consists of grading, compacting subgrade, and constructing Catch Basin and shall be in accordance with the provisions of Section 301-1, “Subgrade Preparation,” and Section 303-1, “Concrete Structures” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Catch Basin (Type “B,” W=10’)** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing catch basins and/or other appurtenances, including furnishing all materials, labor, equipment, tools, and incidentals as required to construct a new catch basin, soil preparation and compaction, and no additional compensation will be allowed therefore.

Item No. 8 – Remove and Replace 30” Reinforced Concrete Pipe

The work under this item consists of grading, compacting subgrade, and constructing Remove and Replace 30” Reinforced Concrete Pipe and shall be in accordance with the provisions of Section 306, “Underground Conduit Construction” and any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Remove and Replace 30” Reinforced Concrete Pipe** shall be at the contract unit price paid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing pipe, furnishing all materials, labor, equipment, tools, and incidentals as required to install new pipe, bedding preparation, and no additional compensation will be allowed therefore.

Item No. 9 – Guard Rail Replacement (Caltrans RSP A77N4)

The work under this item consists of grading, compacting subgrade, and constructing Guard Rail Replacement (Caltrans RSP A77N4) and shall be in accordance with the provisions of Section 301-1, “Subgrade Preparation,” with the provisions of Section 204, “Lumber and Treatment with Preservatives,” Section 304-2.2 “Flexible Metal Guard Rail,” any City Standard Specifications, plans, and/or any City’s Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Guard Rail Replacement (Caltrans RSP A77N4)** shall be at the contract unit price paid per Linear Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing guard rail, furnishing all materials, labor, equipment, tools, and incidentals as required to install new guardrail, foundation preparation, and no additional compensation will be allowed therefore.

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Item No. 10 - Guard Rail Replacement Termination (Caltrans)

The work under this item consists of grading, compacting subgrade, and constructing Guard Rail Replacement Termination (Caltrans) and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," with the provisions of Section 204, "Lumber and Treatment with Preservatives," Section 304-2.2 "Flexible Metal Guard Rail," any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Guard Rail Replacement Termination (Caltrans)** shall be at the contract unit price paid per Each as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing guard rail termination, furnishing all materials, labor, equipment, tools, and incidentals as required to install new guardrail termination, foundation preparation, and no additional compensation will be allowed therefore.

Item No. 11 – Remove and Replace Chain Link R/W Fence

The work under this item consists of grading, compacting subgrade, and construction of foundations to support the posts for Remove and Replace Chain Link Fence and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curb, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" and Section 304-3 "Chain Link Fence" of the Standard Specifications any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Remove and Replace Chain Link R/W Fence** shall be at the contract unit price bid per Square Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing chain link fence (and posts/foundations), furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 12 –Concrete Barrier Type 836 (Caltrans)

The work under this item consists of grading, compacting subgrade, and removing and/or construction Concrete Barrier Type 836 (Caltrans) and shall be in accordance with the provisions of Section 301-1, "Subgrade Preparation," Caltrans Standard Specifications, any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents provided by the City for each Task Order.

Payment for **Concrete Barrier Type 836 (Caltrans)** shall be at the contract unit price bid per Lineal Foot as listed in the Fee Proposal, and shall include full compensation for doing all work, including removal or replacement of existing concrete barrier or other appurtenances, furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Item No. 13 – Traffic Control

The work under this item for Signing and Striping shall be in accordance with the latest Watch Manual, CA MUTCD, Caltrans and any City Standard Specifications, plans, and/or any City's Special Provisions/Contract Documents to be provided for each Task Order Work.

Payment for **Traffic Control** shall be at the contract unit price per Lump Sum (LS) as listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

EXHIBIT B



STATEMENT OF QUALIFICATIONS

for

CITY OF SANTA ANA

RFP NO.: 22-096

ON CALL EMERGENCY ASPHALT & PCC



1345 Quarry Street, Suite 101
Corona, CA 92879-1700

Cover Letter & Agreement Statement

Date: February 1, 2023
Company: City of Santa Ana
Attn: Public Works Agency
Project: RFP No. 22-096 – On Call Emergency Asphalt & PCC
Re: Cover Letter & Agreement Statement

To Whom it May Concern,

Please find our proposal for the RFP No. 22-096 On Call Emergency Asphalt and PCC project. EBS General Engineering, Inc. (EBS) is fully qualified to submit this proposal as a licensed State of California Class 'A' General Contractor and a licensed California DIR contractor. EBS is a State of California corporation with the following board members:

Thomas Nanci, President / Treasurer

Joseph Nanci, Vice President / Secretary / Manager

We are including with our proposal a copy of our corporate resolution which allows either Thomas or Joseph to act as sole signatory for the company ("*Statement of Qualification – Exhibit A*")

It is our belief that our proposal will demonstrate EBS' qualifications and ability to perform these services as a City of Santa Ana pre-qualified vendor for emergency services.

Agreement Statement:

Submission of this proposal indicates EBS' agreement to any and all provisions as contained in the RFP and the standard agreement contained therein.

A handwritten signature in black ink, appearing to be "JN", written in a cursive style.

Joseph Nanci, Vice President

EBS General Engineering, Inc.

Firm and Team Experience

EBS General Engineering, Inc. is a family-owned General Engineering Contractor located in the City of Corona. We are centrally located just off the 15 and 91 freeways, an ideal location for providing services throughout Southern California. EBS has grown from a four-person company founded in 1994 to the full-service General Contractor it is today, with more than one hundred employees.



EBS contracts as a General Contractor and Subcontractor with various agencies and firms throughout Southern California, both private and public. Though many of our contracts are for PCC improvements and typically include ADA upgrades, we also excel at providing our own paving, grading, excavation, utility adjusting and restoration services.

EBS is signatory to the Masons, Operators and Laborers unions. This allows us access to hard-working trained individuals with various stages of construction experience. We are familiar with the rigid requirements of prevailing wage Public Works contracts including projects covered under a Project Labor Agreements (PLA) and Community Workforce Agreements (CWA).

Our two Superintendents have over 35 years' experience, while our two Estimators have close to 70 years' experience combined. Our Foreman and crews are able to meet the strict requirements called for by ADA Compliance. EBS' workforce comes with a vast array of knowledge and expertise ranging from: layout and calculations in the field, conforming compliance with plans and specifications or advising of changes necessary to bring them into compliance, safety of residents and crews, maintaining access for residents and understanding their concerns and accessibility, traffic control and requirements of MUTCD (CA), and WATCH or site-specific traffic control plans. Safety is of upmost priority at EBS. While we value production, there is no priority placed over safe and secure site conditions.

Throughout the 26 years of business, EBS General Engineering, Inc. has built and maintained a successful reputation as an honest, reliable, and fair contractor that provides excellent customer service with the performance and product that exceeds expectations.

Applicable licenses, registrations, and compliant insurance certificate are attached hereto as "*Statement of Qualification – Exhibit A*"

Primary Point of Contact and Company Organization

Willie Ellis will serve as the Project Manager and primary point of contact for this contract, should it be awarded to EBS. Willie has close to 45 years' experience in the construction field varying from field crew member to his current position as lead Estimator and Project Manager at EBS. He is OSHA-30 trained and certified. As such, he leads the EBS Safety Team. His resumé and OSHA certificate are attached hereto as *"Statement of Qualification – Exhibit B"*

Providing assistance as Project Coordinator directly under Willie is Cristina Whitcher. Cristina will be the lead office contact in Willie's absence. Field management will come from either Gerardo Gonzalez or Danny Gould. Both Superintendents are well-versed in the construction industry with combined experience of over 35 years. Applicable resúmes are attached hereto as *"Statement of Qualification – Exhibit B"*

As of the end of year 2022, EBS has an average of 72 employees companywide. This includes two demolition crews, four PCC placement crews, and one asphalt paving crew. We feel this is the

An organizational chart is attached hereto as *"Statement of Qualification – Exhibit C"*

References

1. City of Long Beach

Ross Cruz, Civil Engineer Associate

Ph: (562) 570-7949

Relevant Project: Design-Build Services for City of Long Beach Curb Ramps

Scope: EBS is performing design-build services for non-compliant ramps on a work order basis.

Assigned EBS Staff: Willie Ellis, PM; Gerardo Gonzalez, Superintendent; Cristina Whitcher, Project Coordinator/Billing

2. City of Riverside

Steve Howard, Construction Manager

Ph: (951) 826-5708

Relevant Projects: 2018/2019 SB-1 Maintenance & Traffic Improvements, 2017/2018 SB-1 Maintenance & Traffic Improvements, 2017/2018 Arterial & Minor Streets Maintenance – Ph I, Selkirk Avenue Street Improvements, 2017/2018 RTA Bus Pad Improvements, 2017/2018 CDBG ADA Footpath and Streets

Scope: Street Maintenance: Minor PCC, Asphalt Grind & Pave, Utility Adjustment; Bus Pads, Decomposed Granite Trails, Hand Railing

Assigned EBS Staff: Willie Ellis, PM; Danny Gould, Superintendent; Cristina Whitcher, Project Coordinator/ Billing

3. City of Los Angeles

Jesus Arellano, Transportation Engineer Associate

Ph: (213) 979-8623

Relevant Project: Vision Zero – Phase 2D

Scope: Minor PCC – Curb, Curb & Gutter, Driveway, Cross-Gutter, Ramps, PCC Pavement; Domes, Asphalt Paving, Curb-O-Let

Assigned EBS Staff: Willie Ellis, PM; Danny Gould, Superintendent; Cristina Whitcher, Project Coordinator/ Billing

Relevant Project Experience

1. **Project Name**

Design-Build Services for City of Long Beach Curb Ramps

Owner

City of Long Beach

Principal Contact

Phone

Ross Cruz, Engineering Bureau

(562) 570-7949

Price of Contract

Dates

\$9,850,550.00

10/2021 – On-Going

Type of Work

Design and Construction of Non-Compliant Ramps Citywide

2. **Project Name**

Easton Street Sidewalk Improvement Project

Owner

City of Rialto

Principal Contact

Phone

Terry Renner, P.E

(951) 680-0440

Price of Contract

Dates

\$688,719.43

8/2021 – 3/2022

Type of Work

Minor PCC – Sidewalk, Residential Driveways, Ramps, Cross-Gutter, Curb & Gutter, Retaining Wall, PCC Swale, Pilaster with Mortar Cap

3. **Project Name**

ADA Improvements at Pacific Blvd & Vernon Ave

Owner

City of Vernon

Principal Contact

Phone

Margarita Beltran, Associate Engineer

(323) 974-1735

Price of Contract

Dates

\$108,610.15 1/2022 – 2/2022

Type of Work

Minor PCC – Sidewalk, Ramps, Curb & Gutter, Asphalt Paving

4. Project Name

Northeast Colony SABINA Neighborhood Improvements – Ph III

Owner

City of Anaheim

Principal Contact

Phone

Joel Jordan, Construction Project Manager (714) 765-5052

Price of Contract

Dates

\$5,317,919.39 12/2021 – 12/2022

Type of Work

Minor PCC – Curb, Curb & Gutter, Driveway, Cross-Gutter, PCC Pavement; Domes, Asphalt Paving

5. Project Name

Vision Zero – Phase 2D

Owner

City of Los Angeles

Principal Contact

Phone

Jesus Arellano, Transportation Engineer (213) 972-8623

Price of Contract

Dates

\$1,027,225.00 07/2020 – On-Going

Type of Work

Minor PCC – Curb, Curb & Gutter, Driveway, Cross-Gutter, Ramps, PCC Pavement; Domes, Asphalt Paving, Curb-O-Let

6. Project Name

2018-2019 SB-1 Maintenance & Traffic Improvements

Owner

City of Riverside

Principal Contact

Phone

Steve Howard, Construction Project Manager (951) 826-5708

Price of Contract

Dates

\$5,238,400 8/2019 – 4/2021

Type of Work

Street Maintenance: Minor PCC, Asphalt Grind & Pave, Utility Adjusting

7. Project Name

Omnibus Concrete Repair

Owner

City of Santa Ana

Principal Contact

Phone

Michael Ortiz, Construction Project Manager (714) 647-5624

Price of Contract	Dates
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\$1,357,230.06	6/2020 – 3/2021
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Type of Work

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

8. Project Name

Gas Tax Local Street Improvements & Flower Street Sewer Manhole Improvements

Owner

City of Santa Ana

Principal Contact	Phone
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Michael Ortiz, Construction Project Manager	(714) 647-5624
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Price of Contract	Dates
--------------------------	--------------

\$2,546,154	1/2020 – 5/2021
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Type of Work

Street Maintenance: ARHM Asphalt, Coldmill, Minor PCC (V-Gutter, Sidewalk, Driveway Approach, Ramp, Curb & Gutter), Utility Adjusting

9. Project Name

Wild Canyon Block Wall Project

Owner

City of Colton

Principal Contact	Phone
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Jess Soto, P.E.	(909) 370-5551
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Price of Contract	Dates
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\$54,936.00	9/2021 - 10/2021
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Type of Work

Block Wall, Perforated Drain, Sidewalk Under Drain

10. Project Name

Mid-Block Crosswalk Installation Project

Owner

City of Redlands

Principal Contact	Phone
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Kyle Wagner, Construction Project Manager	(909) 253-8698
-------------------------------------------	----------------

Price of Contract	Dates
--------------------------	--------------

\$103,499.01	8/2021 – 10/2021
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Type of Work

Minor PCC – Ramps, Sidewalk

11. Project Name

Residential Street Repair Program & Alley Improvement

Owner

City of Santa Ana

Principal Contact		Phone
Michael Ortiz, Construction Project Manager		(714) 647-5624
Price of Contract	Dates	
\$1,210,079.64	6/2019 – 6/2020	
Type of Work		
Minor PCC – Curb & Gutter, Driveways, Sidewalk, Ramps, Cross Gutter		

Statement of Qualification – Exhibit A

**CITY OF SANTA ANA
BUSINESS TAX SECTION (M-15)**

20 CIVIC CENTER PLAZA, FIRST FLOOR, P.O. BOX 1964, SANTA ANA, CA 92702 (714) 647-5447



CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

BUSINESS TAX NUMBER: 1076
BUSINESS NAME: EBS GENERAL ENGINEERING, INC.
BUSINESS ADDRESS: 1345 QUARRY ST #101 CORONA, CA 92879
OWNER NAME: EBS GENERAL ENGINEERING, INC.

TAX PERIOD: 1/1/2023 - 12/31/2023
AMOUNT PAID: \$319.00
DATE PAID: 01/11/2023

THIS IS NOT A PERMIT TO OPERATE AND THIS IS NOT A BILL

ATTACHED BELOW IS YOUR CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

**PLEASE DETACH AND POST IN A CONSPICUOUS LOCATION
(SEE REVERSE SIDE OF BUSINESS LICENSE TAX RECEIPT FOR POSTING REQUIREMENTS)**

CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

- This business license tax account is void upon sale or transfer of a business
- Every business is responsible for the annual renewal of their business license tax account
- It is the responsibility of the applicant/licensee to ensure that the business complies with all applicable City codes, City zoning ordinances and all Local, State and Federal Laws.
- Contact the Business License Tax Office at (714) 647-5447 prior to any of the following changes:
 - Name change
 - Location Change
 - Ownership or representative change
 - Business activity change
- The business license tax receipt must be displayed at the place of business. See reverse side for posting requirements.

Sec. 21-18. - No required permits waived.

The business license issued pursuant to the provisions of this Chapter [Santa Ana Municipal Code (SAMC) Chapter 21] constitutes a receipt for the license fee paid and shall have no other legal effect. A business license is a requirement, not a permit, to transact and carry on any business activity within the city. The business license tax receipt is evidence only of the fact that such tax has been paid. Neither the payment of the tax nor the possession of the business tax receipt authorizes, permits or allows the doing of any act which the person paying or holding the same would not otherwise be entitled to do; and any permit, license, variance or other instrument of approval or evidence that any conditions exist as required by any other Section of this Code [SAMC] or by any statute or code provisions of the state must first be obtained or complied with before the doing of any act or thing for which it is required. (Ord. No. NS-1922, § 1, 7-20-87)

* * *

The person, firm or corporation named below has been issued this business license tax receipt pursuant to the provisions of the City Business License Tax Code (SAMC Chapter 21). Issuance of this receipt for the business license tax paid shall have no other legal effect (SAMC Sec. 21-18) and is not an endorsement, nor certification of compliance with other ordinances or laws. It is the responsibility of the applicant/licensee to ensure that the business is operated in compliance with the laws, ordinances and regulations that are now or may hereafter be in force by the United States Government, State of California, and the City of Santa Ana pertaining to such business. In the event it is determined that the applicant/licensee fraudulently applied for or renewed this business license tax account, the account may be suspended or revoked. This business license tax account is nontransferable. Please note that it is your responsibility to renew and update this license annually.

CITY OF SANTA ANA - TREASURY M-15
20 CIVIC CENTER PLAZA-PO BOX 1964
SANTA ANA, CALIFORNIA 92702
PHONE (714) 647-5447



EBS GENERAL ENGINEERING, INC.
1345 QUARRY ST #101
CORONA, CA 92879

THIS TAX RECEIPT MUST BE DISPLAYED AT THE PLACE OF BUSINESS

BUSINESS TAX NO. 1076
TAX PERIOD: 1/1/2023 - 12/31/2023
BUSINESS TYPE: BUILDING, GENERAL
BUSINESS ADDRESS: 1345 QUARRY ST #101 CORONA, CA 92879
BUSINESS NAME: EBS GENERAL ENGINEERING, INC.
OWNER/REP: EBS GENERAL ENGINEERING, INC.

EXPIRATION DATE: 12/31/2023

Contractor Information

Legal Entity Name

EBS GENERAL ENGINEERING, INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000005295

Registration effective date

07/01/22

Registration expiration date

06/30/23

Mailing Address

1345 Quarry St. #101 CORONA 92879 CA United St...

Physical Address

1345 Quarry St. #101 CORONA 92879 CA United St...

Email Address

kfairweather@ebsgeneral.com

Trade Name/DBA**License Number (s)**

CSLB:720016

CSLB:720016

Registration History

Effective Date	Expiration Date
05/11/18	06/30/19
05/26/17	06/30/18
06/03/16	06/30/17
06/19/15	06/30/16
01/12/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23

Legal Entity Information

Corporation Entity Number:

1744801

Federal Employment Identification Number:

330634599

President Name:

Thomas Nanci

Vice President Name:

Joseph Nanci

Treasurer Name:**Secretary Name:****CEO Name:**Agency for Service:**Agent of Service Name:**

Kari Grippi

Agent of Service Mailing Address:

2650 E. Imperial Hwy Brea 92821 CA Un

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **720016**

Entity **CORP**

Business Name **EBS GENERAL ENGINEERING INC**

Classification(s) **A**

Expiration Date **03/31/2024**

www.csib.ca.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2023

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

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

PRODUCER Scott & McCauley Insurance Agency LLC 30585 Via Lindosa Laguna Niguel CA 92677	CONTACT NAME: JEFF SCOTT PHONE (A/C, No, Ext): 609-903-1562 E-MAIL ADDRESS: Jeff@SMinsuranceagency.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL FIRE INSURANCE COMPANY OF HARTFORD INSURER B: TRANSPORTATION INSURANCE COMPANY INSURER C: THE CONTINENTAL INSURANCE COMPANY INSURER D: VALLEY FORGE INSURANCE COMPANY INSURER E: INSURER F:	NAIC # 20478 20494 35289 20508
INSURED EBS GENERAL ENGINEERING, INC 1345 QUARRY ST STE 101 CORONA CA 92879		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000 DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7018007493	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	7018007509	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	7018007526	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	Y	7034507011	09/28/2022 09/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment (Scheduled)			7018009485	02/01/2023	02/01/2024	\$1,749,500
C	Contractors Equipment (Leased & Rente			7018009485	02/01/2023	02/01/2024	\$400,000

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

Blanket Additional Insured as required by an executed written contract or agreement on the General Liability, Auto Liability and Umbrella policies. Coverage is Primary & Non-Contributory where required by written contract or agreement with the named insured. Blanket Waiver-of-Subrogation is granted in favor of the Additional Insureds with respects to the General Liability, Auto Liability, and Workers Compensation policies. Thirty (30) days' notice of cancellation with ten (10) days' notice for non-payment of premium is provided. The Certificate Holder is listed as Loss Payee per written contract or agreement in regards to the Contractors Equipment policy.

CERTIFICATE HOLDER**CANCELLATION**

'Proof of Insurance'

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

AUTHORIZED REPRESENTATIVE

Jeffrey Scott

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Scott & McCauley Insurance Agency LLC		NAMED INSURED EBS GENERAL ENGINEERING, INC 1345 Quarry St Suite 101 Corona, CA, 92879	
POLICY NUMBER 7018007493		EFFECTIVE DATE: 02/01/2023	
CARRIER NATIONAL FIRE INSURANCE COMPANY OF HARTFORD	NAIC CODE 20478	(Continued from previous page)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

COVERAGE PROVIDED PER THE FOLLOWING COVERAGE FORMS:

GL - CNA75079XX (10-16)- Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

GL - CNA74705XX (1-15)- Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance

GL - CNA74705XX (1-15)- General Aggregate Limits of Insurance- Per Project

GL - CNA74705XX (1-15)- Waiver of Subrogation - Blanket

Auto - CNA63359XX (04-12) - Blanket Additional Insured when required by written contract

Auto - CNA63359XX (04-12) - Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance

Auto - CNA63359XX (04-12) - Blanket Waiver Of Subrogation when required by written contract

WC - G-19160-B - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

UMBRELLA IS FOLLOW-FORM



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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6. Broadened Liability Coverage For Damage To Your Product And Your Work
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9. Estates, Legal Representatives and Spouses
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Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
- (2) was executed prior to:

- (a) the **bodily injury** or **property damage**; or
- (b) the offense that caused the **personal and advertising injury**,
for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises



Contractors' General Liability Extension Endorsement

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.



Contractors' General Liability Extension Endorsement

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or



Contractors' General Liability Extension Endorsement

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) fire;
 - (b) smoke;
 - (c) collapse; or
 - (d) explosion.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:



Contractors' General Liability Extension Endorsement

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

- C.** This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or



Contractors' General Liability Extension Endorsement

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:



Contractors' General Liability Extension Endorsement

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b.** This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
- i.** add the following to the **Employers Liability** exclusion:
- This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
- ii.** delete the exclusion entitled **Contractual Liability** and replace it with the following:
- This insurance does not apply to:
- Contractual Liability**
- the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
- iii.** add the following additional exclusions:
- This insurance does not apply to:
- Discrimination**
- any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.
- Dishonesty or Crime**
- Any actual or alleged dishonest, criminal or malicious act, error or omission.
- Medicare/Medicaid Fraud**
- any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.
- Services Excluded by Endorsement**
- Any **health care incident** for which coverage is excluded by endorsement.
- C. DEFINITIONS** is amended to:
- i.** add the following definitions:
- Health care incident** means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:
- a. professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.



Contractors' General Liability Extension Endorsement

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance



Contractors' General Liability Extension Endorsement

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.



Contractors' General Liability Extension Endorsement

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured**



Contractors' General Liability Extension Endorsement

with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

- 7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@@@@@@@@@@@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:



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(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.



Contractors' General Liability Extension Endorsement

- B.** Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C.** This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.



Contractors' General Liability Extension Endorsement

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c)** Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



Contractors' General Liability Extension Endorsement

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT

- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Policy #: 7034507011
Policy Eff/Exp Date: 09/28/2022 - 09/28/2023
Carrier: CNA
Writing Company: Valley Forge Insurance Co.

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

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

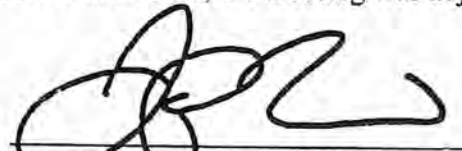
The Board, following a review of the foregoing matter and upon motion made and seconded, hereby determines and votes unanimously as follows:

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

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

BOARD OF DIRECTORS

Dated: July 26, 2019




Joseph D. Nanci, Sole Director

ATTESTATION

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

Dated: July 26, 2019



Joseph D. Nanci, Secretary

Statement of Qualification – Exhibit B

William E. Ellis, Jr.

Corona, CA 92879
Cell: (714) 448-1136

Current Position:

EBS General Engineering, INC.	Corona, CA	July 2005 – Present
Project Manager	2005-Present	
Insurance Claims Liaison	2007-Present	
Safety Officer	2008-Present	

Prior Experience:

Seal Black/Helmick Asphalt Operations Manager Foreman Operator	Garden Grove, CA	April 1987 – July 2005
Bay Alarm Company Foreman Laborer	Oakland, CA	1979 – 1987

Capabilities/Experience:

- Customer Relations/Service
 - Communications
 - Project Supervisor
 - Project Cost Estimation
 - Project Comprehension
 - Project Management
 - Materials Submittals/Compliance
 - Asphalt Paving Management
 - Concrete Masonry Management
 - Industrial Security Systems Installation
 - Project Safety Supervisor
 - Employee Safety Liaison
 - Change Order Execution
 - BIT Compliance
 - Traffic Control Planning
 - SWPPP Planning/Compliance
 - Railroad Safety Courses
 - OSHA Compliance
 - CPR Certified
 - Tail-Gate Safety Meeting Organizer
-

William (Willie) has 30 plus years experience in multiple areas of the construction industry. His experience with industrial and infrastructure construction has afforded him a skill-set of high productivity within the organization. As a project manager at EBS, Willie executes contract compliance, purchase orders and sub-contracts, project review, material submittals and compliance, and coordination with various agencies, contractors, developers and engineering firms. He also helps EBS to obtain the necessary encroachment and building permits, city standards and plans, and safety programs for all projects big and small.

During Willie's 30 years in the industry, he has also been intermittently certified on various safety programs such as railroad safety programs, OSHA Certified Safety programs, and CPR certification classes. His extensive and comprehensive construction background makes Willie a pivotal component of EBS's organizational structure.

OSHA OUTREACH TRAINING

Completion Certificate

WILLIE EUGENE ELLIS

has successfully completed the following course:

OSHA 30-Hr Outreach Training for the Construction Industry

7/17/2021



David Couch

OSHA Authorized Trainer

Construction #: 20-0106090 General #: 20-0079854

*As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements.
I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation,
I will provide each student their completion card within 90 days of the end of the class.*

OSHA Authorized Provider:



UNIVERSITY OF
SOUTH FLORIDA

Gerardo Gonzalez

928 Hemingway DR., Corona Ca 92878 | (951) 545-5402 | gordy432g@yahoo.com .

WHO I AM

- Coming from an immigrant family where my parents struggled and worked hard to owned their business in the nursery industry. Growing up see the hard labor, I learned the same skills to work hard and be responsible.

DEGREE | DATE EARNED | SCHOOL

- High School Diploma | 2003 | Santiago High School
- N/A | 2 Years | Riverside Community College

Skills & Abilities

- Read and Understand Engineering, Landscape, & Architectural plans.
- Knowledge and Implementation in Standard Specification for Public Works "Green Book"
- Knowledge and Implementation in Caltrans Standards & Specifications
- Knowledge and Implementation of in the MUTCD & WATCH Manual
- Check and read Survey Grade
- Operate Construction Equipment

MANAGEMENT

- I've Managed City or Federal funded road rehabilitation jobs from ten thousand to eight million-dollar projects throughout southern California. Keeping track of projects within budget, billing and finishing on time is just one of many skills used to complete work.

COMMUNICATION

- Communication is one of the most important skill used, not only face to face interaction but also keeping upper management, general contractor or city officials informed through emails.

LEADERSHIP

- Have to lead work force from one to twenty employees at times. Keeping everyone to work in sync together and positive attitudes and safely to move the project forward is possibly the most important job I do.

LABOR | HILLCREST CONTRACTING | APRIL 2004 -AUGUST 2006

- First job in the trade and started as a general labor and in about six months moved up to junior foreman and learned to read plans, standard forms, grade check, and operate some equipment.

FOREMAN | EBS GENERAL ENGINEERING | AUGUST 2006 – APRIL 2013

- Came to EBS to get into the union so I can have a career with benefits and retirement. Started as a general labor and in two years moved up to foreman and began to run projects in the public works side of the company.

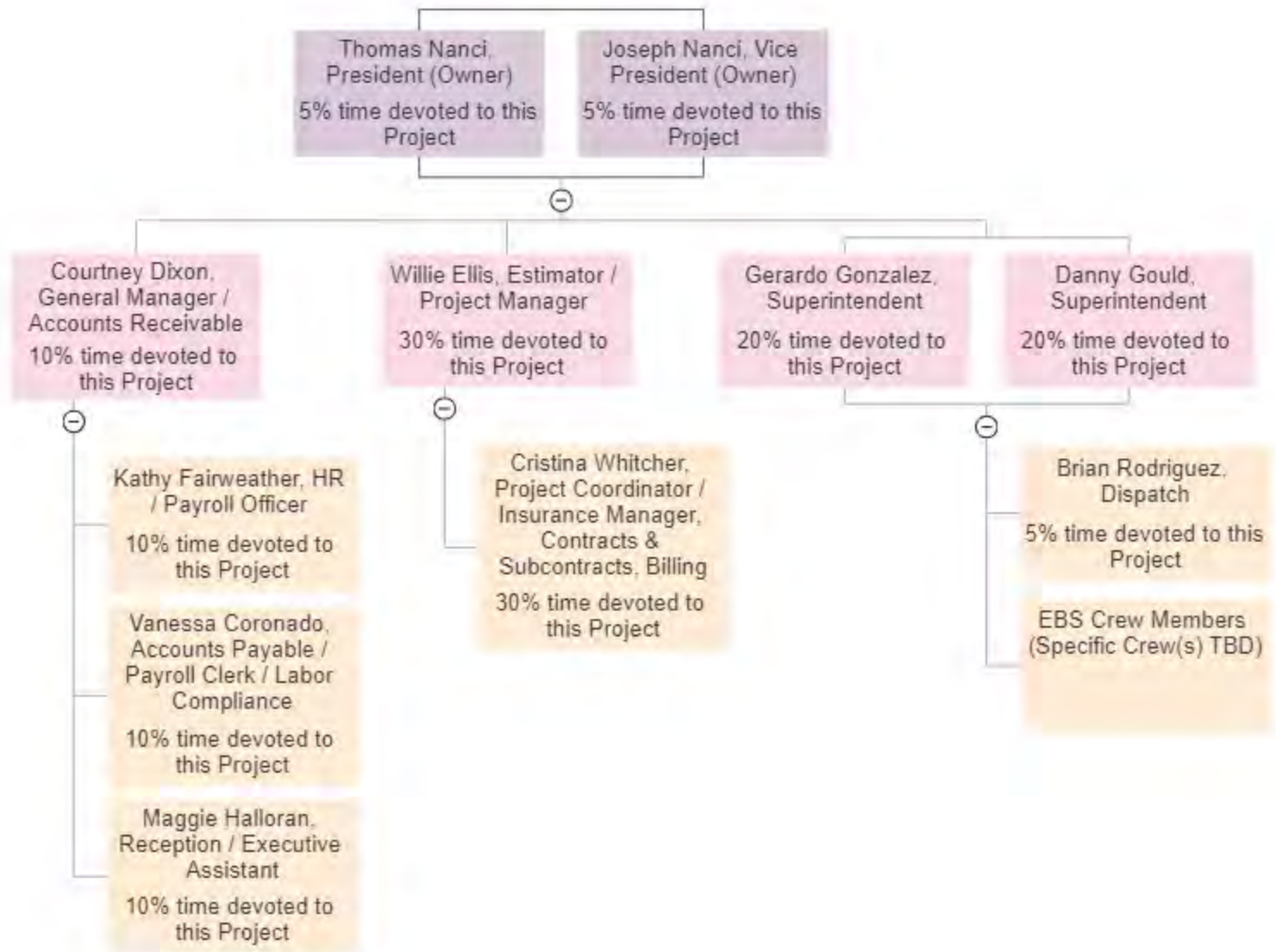
FOREMAN | THE R.J. NOBLE COMPANY | APRIL 2013 – APRIL 2020

- Got the opportunity to move to this company that produces their own aggregate and asphalt material. They get awarded larger jobs which got me the opportunity to learn more about California infrastructure

FOREMAN | EBS GENERAL ENGINEERING | APRIL 2020 – PRESENT

- Came Back to EBS to learn more about structural Concrete since EBS is involved a lot with larger scale companies like Flatiron, AMES, OHL, Etc. which get involved high large infrastructural Projects. There is also movement in Higher Involvement positions.

Statement of Qualification – Exhibit C





SCOPE OF SERVICES AND SCHEDULE

for

CITY OF SANTA ANA

RFP NO.: 22-096

ON CALL EMERGENCY ASPHALT & PCC

SCOPE OF SERVICES

EBS is providing the following notes as its requirement to outline it's understanding of the Scope of Services provided in RFP 22-096.

8

EL
(NON

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	6.0	Signing and Striping	1.0	LS
19		PER CAMUTCD SITY STANDARDS SPECIAL PROVISIONS/CONTRACT DOCUMENTS 1125A: HYDRANT MARKERS 1125B: STRIPING AN DPAVEMENT MARKERS 1125C: RAISED PAVEMENT MARKERS 1125D: RAILROAD CROSSING MARKINGS 1125E: INTERSECTION SIGHT DISTANCE 1125F: TRAFFIC CONTROL PLAN 1502: REFLECTORIZED STREET NAME SIGN 1503: STREET NAME SIGN 1503A: CEREMONIAL STREET SIGN TOPPER 1504A: SIGN POST INSTALL 1504B: SIGN POST INSTALL 1505: STOP SIGN MARKING AND PLACEMENT		

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	7.0	Traffic Control Work	1.0	LS
19		PER WATCH MANUAL CA MUTCD CAL TRANS CITY STANDARD 1125F: TRAFFIC CONTROL PLAN GENERAL NOTES SAMPLE PLAN PLAN BY ENGINEER, SIGNED TRENCH PLATES SIT FLUSH WITH FS		

[illegible]

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	1.0	Unclassified Excavation	550.0	CY
20		PRICE PER CY		
		INCLUDES FILL OVER-EX PAID AS UNCL EXCAVATION		

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	2.0	PCC Sidewalk (T=4")	2,500.0	SF
20				
		GRADING COMPACTING SUB-GRADE		
		CONSTRUCT 4" PCC SIDEWALK		
		SPPWC 301-1, 303-5 6" THICK PAID AT 1.5 TIMES UNIT PRICE		
		STD. 1104 520-C-2500		
		SIDEWALK 4", BACK OF ALLEY OR DRIVEWAY, REFER TO STANDARD PLAN 1/4" EJ 3' X 3' TREE WELLS BACK OF CURB PER STD. 1124		
		PRESERVE HISTORIC FEATURES		
		BACK OF CURB OR AT PARKWAY		
		BACK OF CURB KEYED INTO CURB		

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	5.0	Furnish and Install #6 Pullbox	4.0	EA
20		FURNISH & INSTALL PER (CA) MUTCD, CALTRANS, CITY STDS. CONCRETE PULL BOX REMOVE & DISPOSE EXISTING PULL BOX GRADING COMPACTION SUB-GRADE CONSTRUCTING CURB & GUTTER SPPWC 301-1, 303-5 CITY STANDARDS		

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	6.0	Adjust Manhole to Finished Grade	5.0	EA
21		PAID AS EACH ADJUST TO GRADE *NO MENTION OF LOWERING OR DOUBLE ADJUST*		

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	7.0	Catch Basin (Type "B," W=10')	1.0	EA
21		TYPE B, W=10'		
		GRADING		
		COMPACTIN SUBGRADE		
		CONSTRUCT CATCH BASIN		
		SPPWC 301-1, 303-1		
		CITY STANDARDS		
		REMOVAL OF EXISTING		
		REPLACE OF EXISTING		
		STD. 302		
		#3 REBAR 8" OC, TOP & BOTTOM SLABS		
		SUPPORT BARS		
		SAND BACKFILL, 2' AROUND STRUCTURE		
		LOCAL PER STD. 305		
		PROTECTION BAR PER 305A		
		SUPPORT BOLTS PER 305A		

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	8.0	Remove and Replace 30" Reinforced Concrete Pipe	75.0	LF
21		GRADING		
		COMPACT SUBGRADE		
		REMOVE EXISTING		
		REPLACEING 30" RCP		
		SPPWC 306		
		CITY STANDARDS		

[illegible]

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	11.0	Remove and Replace Chain Link R/W Fence	50.0	LF
22		PAID BY SF		
		GRADING COMPACT SUBGRADE		
		CONSTRUCT FOUNDATIONS		
		REMOVE AND REPLACE CL FENCE		
		SPPWC 301-1, 303-5, 304-3		
		CITY STANDARDS		
		310, 311, 312, 313, 314, 315		

PHASE	ITEM	DESCRIPTION	BID QTY	UNIT
-	12.0	Concrete Barrier Type 836 (Caltrans)	50.0	LF
22		GRADING COMPACT SUBGRADE		
		REMOVAL OF EXISTING BARRIER		
		CONSTRUCT BARRIER TYPE 836		
		SPPWC 301-1 BRIDGE STANDARD DETAIL XS (XS16-045)		
		RSP B11-79		
		B11-80		
		R11-60		

1'-9"

1'-2"

5 3/4"

1" CHAMFER, Typ

#5, Tot 10

#5 @ 6 AT WALL JOINT @ 8 EVERYWHERE ELSE

1'-4"

4"

Const Jt

CONCRETE DECK OR FG

DECK Reinf

*#5 L @ 16

#5 Cont, Tot 2

#4, Tot 10

SEE NOTE 3

SEE NOTE 3

TYPE 836

*#5 @ 12 at wall joint

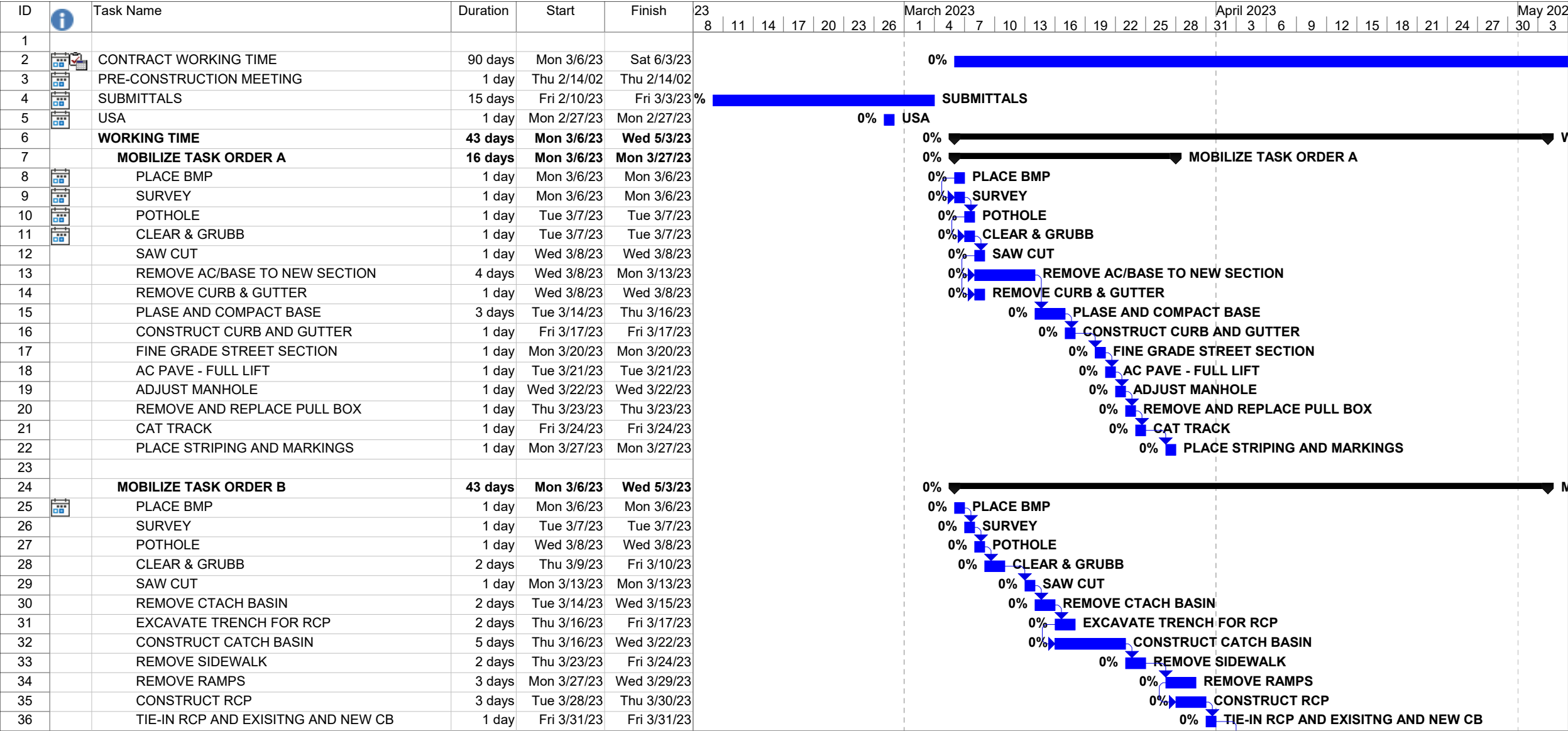
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Schedule

EBS is providing the following schedule as its requirement per RFP 22-096.

Also see a list of current EBS workload attached hereto as *“Scope of Services and Schedule – Exhibit A”*

We are confident we will be able to incorporate all work issued per Task Order into our current and upcoming workload.



Project: TASK A AND B SCHEDULE.m
Date: Mon 2/6/23

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only


Finish-only

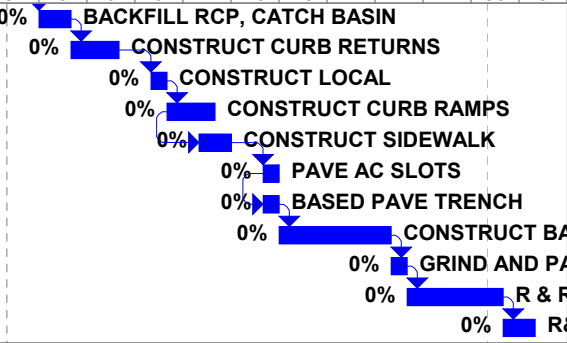
External Tasks




















External Milestone

Progress

Deadline

ID		Task Name	Duration	Start	Finish	23	8	11	14	17	20	23	26	March 2023	1	4	7	10	13	16	19	22	25	28	31	April 2023	3	6	9	12	15	18	21	24	27	30	May 2023	3
37		BACKFILL RCP, CATCH BASIN	2 days	Mon 4/3/23	Tue 4/4/23																					0%												
38		CONSTRUCT CURB RETURNS	3 days	Wed 4/5/23	Fri 4/7/23																					0%												
39		CONSTRUCT LOCAL	1 day	Mon 4/10/23	Mon 4/10/23																					0%												
40		CONSTRUCT CURB RAMPS	3 days	Tue 4/11/23	Thu 4/13/23																					0%												
41		CONSTRUCT SIDEWALK	2 days	Thu 4/13/23	Fri 4/14/23																					0%												
42		PAVE AC SLOTS	1 day	Mon 4/17/23	Mon 4/17/23																					0%												
43		BASED PAVE TRENCH	1 day	Mon 4/17/23	Mon 4/17/23																					0%												
44		CONSTRUCT BARRIER	5 days	Tue 4/18/23	Mon 4/24/23																					0%												
45		GRIND AND PAVE TRENCH LINE	1 day	Tue 4/25/23	Tue 4/25/23																					0%												
46		R & R GUARDRAIL	4 days	Wed 4/26/23	Mon 5/1/23																					0%												
47		R&R CL FENCE	2 days	Tue 5/2/23	Wed 5/3/23																					0%												



Project: TASK A AND B SCHEDULE.m Date: Mon 2/6/23	Task		External Tasks		Duration-only		External Tasks	
	Split		External Milestone		Manual Summary Rollup		External Milestone	
	Milestone		Inactive Milestone		Manual Summary		Progress	
	Summary		Inactive Summary		Start-only		Deadline	
	Project Summary		Manual Task		Finish-only			

Scope of Services & Schedule – Exhibit A

O=Open C=Closed X=Canceled	JOB NUMBER	P=Prime S=Sub R=Rental	CUSTOMER	CUSTOMER JOB #	JOB TITLE	TRACT / PROJECT/ FED NUMBER	CROSS STREETS / NOTES	CITY	CONTRACT VALUE
O	20103	S	Ortiz	219	Caltrans 12-0K0214		Rte 5 from Avery Pky Undercrossing to Crown Valley	OC	\$ 1,053,970.00
O	20118	S	Teichert Utilities	30072	Caltrans 07-312004		Various Rtes 2, 5, 101, 105, 110	La County	\$ 76,275.00
O	20120	S	International Line Builders	2011505009	Vision Zero - Phase 2D	WO #E1908593		Los Angeles	\$ 1,027,225.00
O	20150	S	Brightview	132556	I-405 Landscape Improvement Project		Interstate 405 between SR-73 and Interstate 605	Orange County	
O	20154	S	Guy F. Atkinson Construction	150374	Caltrans 12-0K0234		Avenida De La Carlota & Oakbrook Village, Laguna	Orange County	\$ 1,099,063.85
O	20225	S	Sierra Pacific Electrical	6634	Duke Rider		Morgan & Webster Ave	Perris	\$ 33,031.00
O	21108	S	Crosstown Electrical	4392	Caltrans 07-4V0204		Rte 213, Crestwood St	Los Angeles	\$ 132,605.00
O	21111	S	Select Electric, Inc.	3504	Highway Safety Improvement Program (HSIP) Cycle 6 - RRFB Project	E1907966	Various	Los Angeles	\$ 1,098,865.13
O	21113	P	Long Beach, City of	PW20-084	Design-Build Services for Curb Ramps		Various	Long Beach	\$ 9,850,550.00
O	21114	S	Stacy Witbeck	1604	Anaheim Canyon Metrolink Station Improvements	IFB 0-2193	1039 N. Pacific Center Dr.	Anaheim	\$ 438,132.00
O	21124	S	Ortiz	227	Caltrans 07-293604		Rte 405 - Western Ave undercrossing to 182nd St	Torrance	\$ 248,614.90
O	21130	S	Ferreira	5382	Lockheed Martin Solar Farm		E. Rancho Vista Blvd & 15th ST. E.	Palmdale	\$ 102,350.00
O	21132	S	California Professional Engineering	2170	Traffic Signal Upgrades Citywide Project	21348	Citywide	Pico Rivera	\$ 38,167.00
O	21138	S	RAM Construction		Orange Financial		701 S. Parker St	Orange	\$ 240,112.90
O	21140	S	SEMA	111906	Creek District Infrastructure		Via Vera Cruz and Discovery Street	San Marcos	\$ 610,014.78
O	21142	S	International Line Builders	2111505015	Westside Mobility - Ph 2, CD 5 Westside Traffic Signal Improvements & Warner Center Project	WO E1908861	Various, Citywide	Los Angeles	\$ 427,150.00
O	21143	S	California Professional Engineering	21114	Traffic Signal and Median Improvements for Brookhurst St and Bolsa Row Way	P-2536	Brookhurst & Bolsa Row	Westminster	\$ 60,010.00
O	21144	S	Chumo	318	Caltrans 07-320004		Rte 14 - Canyon Park Blvd undercrossing to Spring	Santa Clarita	\$ 350,517.00
O	21145	S	Ortiz	229	I-10 & Alabama Street Interchange	21-1002620	Alabama Street Overcrossing	Redlands	\$ 268,001.00
O	21146	S	J.F. Shea	643	East Garden Grove - Wintersburg Channel		Warner Ave to Goldenwest St	Garden Grove	\$ 580,119.48
O	21148	S	Ortiz	230	San Fernando Regional Park Water Infiltration Project	7601	First St and Jessie St	San Fernando	\$ 77,219.92
O	21223	S	J.F. Shea	654	Wells 201, 202, 203 and 205 Equipping		Various Locations	Hemet	\$ 337,555.00
O	21227	S	Excel Paving	5812	Gage Ave Median Islands	WO E1908105	Avalon Blvd to Central Ave	Los Angeles	\$ 96,480.00
O	21305	S	EBIS Concrete	2116	Newport Coast HOA Driveways			Newport Beach	
O	22100	S	Pacific Hydrotech Corp	C2127	Well No. 37 & 39 Ion Exchange Treatment Facilities Project		E. Guasti Road	Ontario	\$ 40,167.85
O	22101	S	J.F. Shea	J-13658	Regional Water Reclamation Facility		Indian Ave & Dillon Rd	Desert Hot Springs	\$ 285,260.00
O	22102	S	Sukut	1418	Terraces at Walnut		Valley Blvd & Escalada Ave	Walnut	\$ 900,177.40
O	22104	S	Filanc Brown & Caldwell, Joint Ven	476	MFRO Facility for Agriculture		901 W. Washington Ave	Escondido	\$ 235,417.60
O	22105	S	Walsh	221191	McKinley Street Grade Separation	2012-12	McKinley at Sampson	Corona	\$ 758,988.87
O	22107	S	Crosstown Electrical	4561	Traffic Signal Installation - Tajauta Ave & Del Amo Blvd	1628	Tajauta Ave & Del Amo Blvd	Carson	\$ 23,962.10
O	22108	S	Crosstown Electrical	4560	Traffic Signal Installation - Central Ave & Dimondale Dr	1611	Central Ave & Dimondale Dr	Carson	\$ 72,766.00
O	22109	S	Crosstown Electrical	4322	Traffic Signal at Irwindale Ave & Camino De La Cantera			Irwindale	\$ 30,630.00
O	22113	S	Teichert Utilities	30066	Westminster Blvd Force Main Replacement	3-82	Westminister Blvd & Seal Beach Blvd	Seal Beach	\$ 146,794.29
O	22114	S	Crosstown Electrical	4649	Changeable Message Sign Project			Desert Hot Springs	\$ 127,334.13
O	22116	S	RJ Noble	9334	D5 "A" Street Improvement		Lynx & Irvine Blvd	Irvine	\$ 511,783.40
O	22118	S	Autobahn	22-196	Caltrans 07-336504		Rte 110/1 Separation to Sepulveda Blvd	Carson	\$ 154,698.50
O	22120	S	Calmex	22-1075	2020/2021 Street Overlay & Reconstruction		E Santa ana Ave & Riverside Ave	Rialto	\$ 1,376,264.50
O	22123	S	Ferreira	5439	Spinnaker Bay Drive Water Main Replacement Ph 1			Long Beach	\$ 225,400.00
O	22124	S	VIP Systems		Broadband Enclosure Concrete Pad		19494 Country Club Dr	Rialto	\$ 72,495.00
O	22126	S	Marina Landscape	152203	Cabrillo Park Irrigation Renovation	21-2727	Cabrillo Park Dr & Fruit Dr	Santa Ana	\$ 18,300.00
O	22131	S	Shimmick	245	Municipal Urban Stormwater Treatment Facility Phase 1		805 De Forest Ave	Long Beach	\$ 83,834.50
O	22132	S	Marina Landscape	152207	Pacific Park Tract 28794 Park Improvements			Menifee	\$ 463,949.10
O	22133	S	Dynalectric	321038	Santa Anita Ave and Klingerman St, Rush St, and Central Ave Traffic Signal Modification Project			South El Monte	\$ 137,675.00
O	22134	S	Crosstown Electrical	4673	Caltrans 12A1929		Rte 5 - Southbound Ramp from Victoria	Fullerton	\$ 44,400.00
O	22135	S	Baker Electric	22555	Citywide Traffic Signal Improvements Project - Cycle 9			Placentia	\$ 425,408.50
O	22136	S	Gibcon	22SW08	Center Greens Sanitary Sewer Improvements			Anaheim	\$ 24,043.01
O	22138	P	Santa Ana, City of	21-2740	Flower Street Bike Trail Renovation		From Crossover to Warner Ave	Santa Ana	\$ 1,066,714.35
O	22139	S	Bail Construction		Kaiser Permanente - Normandie Upgrade Parking Lots 9 & 10			Harbor City	\$ 115,633.50
O	22141	S	International Line Builders	2211505006	Caltrans 08-1L7004		Various Locs on the 10,15,60,91,215 Fwys	Riverside County	\$ 79,900.00
O	22142	S	Shimmick	256	El Cajon Transit Center Third Track Construction			El Cajon	\$ 169,133.20
O	22144	S	Pacific Hydrotech Corp	C2212	2.08 MG Deane Zone Tank Improvements			Santa Clarita	\$ 446,809.80
O	22145	S	Crosstown Electrical	4782	Caltrans 08-15704			Hemet	\$ 152,163.70
O	22146	S	Marina Landscape	152223	Eastern Avenue Existing Median Improvements		Stevens Ave to Randolph Pl	Commerce	\$ 126,737.50
O	22200	S	Select Electric, Inc.	3549	Ten Signalized Locations on Los Coyotes Diagonal			Long Beach	\$ 36,066.95
O	22201	S	Kiewit	104796	P1-105 Headworks Rehabilitation at Plant 1		10507 Garfield Ave	Fountain Valley	\$ 227,332.50
O	22204	S	Excel Paving	5824	Anza/ Vista Montana / PCH Intersection Improvements	T-154		Torrance	\$ 101,279.00
O	22205	S	Baker Electric	22698	Traffic Signal Improvements Project		Various	Pico Rivera	\$ 120,717.00
O	22206	P	La Habra, City of	5-R-19	Annual Arterial Street Rehabilitation FY 19-20		Various	La Habra	\$ 2,144,751.00
O	22207	P	Anaheim, City of		Euclid Street Improvements	HSIPL-5055 (187)	Crescent Ave to Glenoaks St	Anaheim	\$ 1,570,678.00
O	22211	P	Chino, City of		Chino Avenue Accessibility and Curb Ramp Improvements at 16th, 17th and 19th Streets				
O	22215	S	Baker Electric	23196	& Norton Avenue PCC Walk and Curb Ramps	MS-202 & ST-221	Tronkeel & Benson	Chino	\$ 446,249.00
O	22216	S	A&Y Company	22-089	Reimagine Ventura Project - Phase 1	WO E1908488		Los Angeles	\$ 241,442.00
O	22217	S	Sierra Pacific Electrical	6816	10 Arlington			Ladera Ranch	\$ 10,290.00
O	22218	S	Belco	14-0757	Traffic Signal Installation at Lakeshore Drive & Dryden St			Lake Elsinore	\$ 49,698.00
O	22222	S	Ferreira	5466	Lyon Ave HAWK System			San Jacinto	\$ 22,700.00
O	22223	S	International Line Builders	2211505009	Haven Avenue at Project Driveway			Rancho Cucamonga	\$ 369,697.00
O	22223	S	International Line Builders	2211505009	Traffic Signal Improvements Project	19-008		Whittier	\$ 161,950.00

O	22224	P	Chino, City of		Kellogg Ave and Madison St Gap Closure Curb Ramp and Sidewalk Improvements & Olive Pl and Walnut Ave Curb Ramps	ST-223 & MS-202		Chino	\$ 297,008.00
O	22225	S	CEM Construction	230	Norco MDP Lateral N-1C Extension Storm Drain			Norco	\$ 191,970.00
O	22226	S	Sierra Pacific Electrical	6860	St Jeanne School Butterfield Stage & Lestonnac Traffic Signal			Temecula	\$ 69,034.00
O	22227	S	Ben's Asphalt		Spotlight 29 50k Curbs		50000 Dillon Road, Coachella, CA	Coachella	\$ 131,685.00
O	22228	S	Sierra Pacific Electrical	6862	Alder & Miro Way Traffic Signal Modification			Rialto	\$ 38,104.00
O	22229	S	Ferreira	5505	LAWA Intelligent Transportation Systems (ITS)			Inglewood	\$ 190,460.00
O	22300	S	Calmex		Calmex Yard				\$ 62,878.00
O	23000	R	All American Asphalt		Misc. Rentals		See Billing Audit for Details		
O	23001	R	Calmex		Misc. Rentals		See Billing Audit for Details		
O	23002	R	Excel Paving		Misc. Rentals		See Billing Audit for Details		
O	23003	R	Hillcrest		Misc. Rentals		See Billing Audit for Details		
O	23004	R	RJ Noble		Misc. Rentals		See Billing Audit for Details		
O	23005	R	Shawnan		Misc. Rentals		See Billing Audit for Details		
O	23006	R	A&Y Company		Misc. Rentals		See Billing Audit for Details		
O	23007	R	Hercon		Misc. Rentals		See Billing Audit for Details		
O	23008	R	IE General Engineering		Misc. Rentals		See Billing Audit for Details		
O	23009	R	Nobest		Misc. Rentals		See Billing Audit for Details		
O	23101	P	Perris, City of	P8-1447	Citywide Pedestrian Improvements CDBG	CIP #S129		Perris	\$ 842,746.50
O	23200	S	Belco	14-0812	HAWK Pedestrian Signal at Racquet Club & Via Miraleste			Palm Springs	\$ 48,200.00
O	23201	S	California Professional Engineering	2302	Studebaker Road Traffic Signal Improvements	City No. 7234	Kenney St to Rosecrans Ave	Norwalk	\$ 62,800.00
O	23202	S	Stephen Doreck		Mauna Loa Ave Water and Street Improvements		Mauna Loa Ave east of Glendora Ave	Glendora	\$ 401,319.00



FEE PROPOSAL

for

CITY OF SANTA ANA

RFP NO.: 22-096

ON CALL EMERGENCY ASPHALT & PCC

SAMPLE TASK ORDER A - ASPHALT CONCRETE					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Unclassified Excavation	550	CY	\$235.00	\$129,250.00
2	AC Pavement	130	TN	\$550.00	\$71,500.00
3	Furnish and Install #6 Pullbox	4	EA	\$1,950.00	\$7,800.00
4	Adjust Manhole to Finished Grade	5	EA	\$2,100.00	\$10,500.00
5	PCC Curb and Gutter (Type A-2-8)	100	LF	\$88.65	\$8,865.00
6	Signing and Striping	1	LS	\$9,820.78	\$9,820.78
7	Traffic Control Work	1	LS	\$18,125.00	\$18,125.00

TOTAL \$255,860.78

SAMPLE TASK ORDER B - CONCRETE PAVING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Unclassified Excavation	550	CY	\$235.00	\$129,250.00
2	PCC Sidewalk (T=4")	2500	SF	\$11.50	\$28,750.00
3	PCC Curb Ramp	3000	SF	\$25.50	\$76,500.00
4	PCC Curb and Gutter (Type A-2-8)	100	LF	\$88.65	\$8,865.00
5	Furnish and Install #6 Pullbox	4	EA	\$1,950.00	\$7,800.00
6	Adjust Manhole to Finished Grade	5	EA	\$2,100.00	\$10,500.00
7	Catch Basin (Type "B," W=10')	1	EA	\$74,200.00	\$74,200.00
8	Remove and Replace 30" Reinforced Concrete Pipe	75	LF	\$1,700.00	\$127,500.00
9	Guard Rail Replacement (Caltrans RSP A77N4)	50	LF	\$465.00	\$23,250.00
10	Guard Rail Replacement Termination (Caltrans)	1	EA	\$8,000.00	\$8,000.00
11	Remove and Replace Chain Link R/W Fence	50	LF	\$145.00	\$7,250.00
12	Concrete Barrier Type 836 (Caltrans)	50	LF	\$725.50	\$36,275.00
13	Traffic Control Work	1	LS	\$32,032.00	\$32,032.00

TOTAL

\$570,172.00

EMPLOYEE NAME	POSITION	HOURLY RATE
Thomas Nanci	Owner/President	\$ 200.00
Joseph Nanci	Owner/ Vice President	\$ 200.00
Courtney Dixon	Office Staff - Management	\$ 150.00
Willie Ellis	Office Staff - Management	\$ 150.00
Luis Morales	Office Staff - Management	\$ 150.00
Danny Gould	Office Staff - Field Management	\$ 150.00
Gerardo Gonzalez	Office Staff - Field Management	\$ 150.00
Kathy Fairweather	Office Staff - Other	\$ 135.00
Cristina Whitcher	Office Staff - Other	\$ 135.00
Vanessa Coronado	Office Staff - Other	\$ 115.00
Maggie Halloran	Office Staff - Other	\$ 115.00
Brian Rodriguez	Office Staff - Other	\$ 115.00
	Cement Mason - Journeyman	\$ 100.50
	Cement Mason - Foreman	\$ 125.96
	Laborer - Foreman	\$ 125.96
	Laborer - Group 1	\$ 92.46
	Laborer - Group 2	\$ 92.46
	Laborer - Group 3	\$ 92.46
	Laborer - Group 4	\$ 92.46
	Laborer - Apprentice	\$ 92.46
	Laborer - Flagman	\$ 92.46
	Operator - Foreman	\$ 125.96
	Operator - Group 1	\$ 123.28
	Operator - Group 2	\$ 123.28
	Operator - Group 3	\$ 123.28
	Operator - Group 4	\$ 123.28



CERTIFICATIONS

for

CITY OF SANTA ANA

RFP NO.: 22-096

ON CALL EMERGENCY ASPHALT & PCC

CITY OF SANTA ANA
RFP NO.: 22-096
ON CALL EMERGENCY ASPHALT & PCC

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

Joseph Nanci, Vice President

State of California

County of

See attachment

Subscribed and sworn to (or affirmed) before me on this ____ day of ____, 20__, by
_____, proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me

Notary Public Signature

Notary Public Seal

State of California
County of Riverside

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



Signature Maggie Talbot

CITY OF SANTA ANA
RFP NO.: 22-096
ON CALL EMERGENCY ASPHALT & PCC

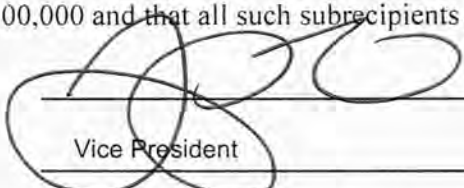
NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed:  _____
Joseph Nanci

Title: Vice President

Firm: EBS General Engineering, Inc

Date: 2/1/2023

CITY OF SANTA ANA
RFP NO.: 22-096
ON CALL EMERGENCY ASPHALT & PCC

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

CITY OF SANTA ANA
RFP NO.: 22-096
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7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Joseph Nanci

Title: _____

Vice President

Firm: _____

EBS General Engineering, Inc

Date: _____

2/1/2023