

AGREEMENT FOR CONTRACTOR SERVICES

Endresen Development Inc.

ON-CALL SERVICES

This Agreement for Contractor Services (On-Call) (the "Agreement") is made and entered into as of January 24, 2023 by and between the City of Lake Elsinore, a municipal corporation (the "City") and Endresen Development Inc., a Licensed General Contractor (the "Contractor").

RECITALS

A. The City has determined that it requires the following services:

On-call minor construction and repair services

B. The City has prepared a request for a proposals and Contractor has submitted to City a proposal, dated August 8, 2022, both of which are attached hereto as Exhibit A (collectively, the "Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time. Contractor acknowledges that the Scope of Services provides for 24 hour-a-day, 7 day-a-week, on-call and minor construction support on an as needed basis.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on January 24, 2023 and ending June 30, 2023. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed for three hundred fifty thousand dollars and no cents (\$350,000.00) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this

Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Reports, Documents

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Contractor shall be immediately referred to City, without any other actions by Contractor.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive 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 that all subcontractors agree in writing that City is granted a nonexclusive 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 prepared by design professionals other than Contractor or provided, to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Contractor shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to 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 to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period

required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

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

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

11. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a) (2).)

12. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

13. Compliance with Laws.

a. Contractor shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members.

b. Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements .

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language :

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City,

its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: Enderesen Development Inc.
Attn: Josh Endresen
15301 Alvarado St
Lake Elsinore CA 92530

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work or services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend,

indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Contractor's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

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

"CITY"
CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"
Endresen Development Inc., a Click or tap here to enter text.

DocuSigned by:
Jason Simpson
1F551F69E6FE412...

DocuSigned by:
Joak Endresen
AC1D6E39DC6E462...

City Manager

By: Josh Endresen

Its: Owner

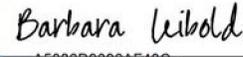
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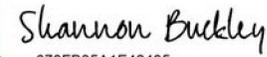
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City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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City Attorney

DocuSigned by:

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Assistant City Manager

Attachments: Exhibit A – Contractor’s Proposal

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]



City of Lake Elsinore

August 23, 2022

To whom it may concern:

I would like to take this opportunity to introduce to you, Endresen Development, INC. We are a General Construction company located in Lake Elsinore, California. Our Company's experience includes new construction, minor and major renovations to existing buildings, commercial construction, including tenant improvements. Our goal is to provide you with the best quality construction and customer service while completing the project on time and under budget.

Endresen Development, INC has over forty years of building experience with Josh, as a General Contactor and Jim as a General Contractor and consultant. Both come from a customer service/ residential building background and pride themselves in making sure that the job is of the highest quality and the customer is completely satisfied. Jessica, CFO and accountant ensures the accounting and monetary aspect of the project comes in on target. No company provides the quality and service of Endresen Development, LLC on projects of any size.

Endresen Development, INC is a full-service construction company that has experience in all forms of construction. We offer 24 hour/ 7 days a week emergency services. If needed, we can provide, before, during, and after photos of projects. No job is too small or large. We are fully licensed, bonded, and insured.

I have enclosed for your reference, just a few of our clients that we have made completely satisfied in the past, as well as clients that we continue to do business with.

If you would like any additional information on our company, Endresen Development, INC, please feel free to contact us. We look forward to working with you in the near future.

Thank you

Josh Endresen
Endresen Development, INC
License # 922677
Office- 951-678-1977/ **Cell-** 951-757-5695
EndresenDevelopment@gmail.com



Endresen Development, INC is a family owned small company located in Lake Elsinore, California. Josh is a General Contractor with a B construction license. He has been in construction for over 20 years. Josh is a finish carpenter by trade with an eye for detail. Endresen Development, INC recently expanded and has 3 employees in the field that work alongside him. All our employees come from a construction background and have experience in various areas. We also have an accountant/ bookkeeper who keeps the office and financials in order.

Josh has had his General Contractors, B license since 2009- License # 922677. We carry liability insurance, workers Compensation Insurance, and are fully bonded. We are proud to say we have not been involved in any legal issues/ lawsuits and have never had a worker's compensation claim. Endresen Development, INC always complies with all existing State and Federal laws. We also comply with all OSHA and Cal OSHA standards and requirements.

Endresen Development, INC works with several subcontractors that have similar qualifications and work ethic. We ensure that our sub-contracts also abide by necessary State and Federal laws and all OSHA and Cal OSHA standards and requirements.

This following is a list of the sub-contractors that we currently work with:

- * Advanced Heating and Air (HVAC) Temecula, CA
- * JARCO Roofing (Roofing) Perris, CA
- * Pursuit Electric (Electric) Lake Elsinore, Ca
- * Canyon Hills Plumbing and Drain (Plumbing) Lake Elsinore, CA

Endresen Development, LC is an on-call contractor for several Commercial Management Companies and Investment Companies, including the following:

- SR Commercial- Sabrina McChesney
 - Lake Elsinore Central Marketplace
- City Com Commercial Property Management
- City of Lake Elsinore
- Val Verde School District

Attachment "A"

Cost Proposal Sheet – General Maintenance Services

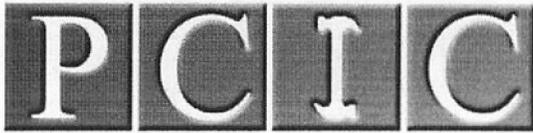
Please provide the fee quotes as follows (Include a schedule of rates by classification hourly rates):
In the column labeled "Bidder Notes" mark each maintenance area beginning with 1 to 11 (1=most preferred area, 11= least preferred area). Please attach additional pages if necessary.

GENERAL MAINTENANCE SERVICES WAGE RATES							
Construction & Maintenance Area	*Normal Business Hours Rate		**Emergency and After Hours Rate		Unit of Measure (Hourly, 1/2 Hour Etc....)	Subcontractor Services Yes / No	Bidder Notes (Attached if Needed)
	Non-Prevailing Wage Rate	Prevailing Wage Rate	Non-Prevailing Wage Rate	Prevailing Wage Rate			
Carpentry	60 ⁰⁰	83 ⁰⁰	75 ⁰⁰	124 ⁵⁰	1/2 HR	NO	1
Finish Wood Working	60 ⁰⁰	83 ⁰⁰	75 ⁰⁰	124 ⁵⁰	1/2 HR	NO	3
Plumbing	65 ⁰⁰	87 ⁰⁰	80 ⁰⁰	130 ⁵⁰	1/2 HR	NO	7
Electrical	85 ⁰⁰	95 ⁰⁰	100 ⁰⁰	150 ⁰⁰	1/2 HR	YES	4
Concrete and Masonry	65 ⁰⁰	87 ⁰⁰	80 ⁰⁰	130 ⁵⁰	1/2 HR	NO	2
HVAC	65 ⁰⁰	87 ⁰⁰	85 ⁰⁰	130 ⁵⁰	1/2 HR	YES	10
Painting	45 ⁰⁰	75 ⁰⁰	60 ⁰⁰	114 ³⁷	1/2 HR	NO	6
Sheet Metal	65 ⁰⁰	87 ⁰⁰	80 ⁰⁰	130 ⁵⁰	1/2 HR	YES	9
Dry Wall	60 ⁰⁰	83 ⁰⁰	75 ⁰⁰	124 ⁵⁰	1/2 HR	NO	5
Roofing	66 ⁰⁰	83 ⁰⁰	75 ⁰⁰	124 ⁵⁰	1/2 HR	YES	11
Irrigation Repair	45 ⁰⁰	75 ⁰⁰	60 ⁰⁰	114 ³⁷	1/2 HR	NO	8

Material Markup: 20 % (percent)

*Normal Business Hours: 7:30 a.m. to 5:30 p.m. (Monday – Friday)

**Emergency and After Hours Service: 5:30 p.m. to 7:30 a.m. (Weekends and Holidays)



Preferred Contractors Insurance Company, RRG

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREFERRED CONTRACTORS INSURANCE COMPANY
RISK RETENTION GROUP, LLC
COMMERCIAL GENERAL LIABILITY POLICY**

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS

SCHEDULED PERSON OR ORGANIZATION ONGOING OPERATIONS ONLY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Additional Insured:

As required by a legally enforceable written agreement entered into prior to commencement of the Named Insured's work.

Designated Project/Location to which this endorsement applies:

All Projects and Locations

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section III - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

B. This insurance does not apply to "bodily injury" or "property damage" that takes place after, and the Additional Insured's status as an additional insured hereunder terminates, upon the earlier of:

1. All work, including materials, parts or equipment furnished by the Named Insured in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

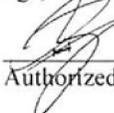
Policy No.: PC443115

Date: 10/26/2022

Time: **12:01 a.m.**

Preferred Contractors Insurance Company
Risk Retention Group, LLC
27 North 27th Street, Suite 1900
Billings, Montana 59101

By:


Authorized Representative

PACIFIC PROPERTY AND CASUALTY COMPANY

1949 E. SUNSHINE
 SPRINGFIELD, MISSOURI 65899-0001
 (417) 887-0220
 www.AmericanNational.com

POLICY NUMBER
04-V-0058L0-9
 POLICY TERM
10-16-2022 TO 04-16-2023
 AND SUBSEQUENT RENEWALS.

THIS FAMILY AUTOMOBILE RENEWAL DECLARATION REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS AND ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS POLICY.

NAMED INSURED AND ADDRESS

SMALL-ENDRESEN, JESSICA &
 ENDRESEN, JOSHUA J
 15301 ALVARADO ST
 LAKE ELSINORE CA 92530-6963

RATING ADDRESS:
 15301 ALVARADO ST
 LAKE ELSINORE CA 92530-6963

AGENT: D5195-P 1-RX7
 BILLY MCDUGALL
 32174 CALA TORRENTE
 TEMECULA CA 92592-3649

FOR CUSTOMER SERVICE:
 951-302-9429

DESCRIPTION OF INSURED PROPERTY

RATED				
VEH	DR	DESCRIPTION	ID NUMBER	TYPE
1	0	2004 CHE TAHOE LS 4D 4	1GNEK13T74R293500	AUTO
2	0	2016 RAM 5500 CREW CC	3C7WRMFL4GG363631	PICKUP
3	1	2014 AUD Q7 4D QUATTRO	WA1WMAFE6ED018696	AUTO
4	2	2021 RAM 2500 CREW CAB	3C6UR5DL5MG515528	PICKUP

RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERETO.

VEHICLE	04 CHE TAHOE LS 4D	16 RAM 5500 CREW C	14 AUD Q7 4D QUATT	21 RAM 2500 CREW C
EXPIRING POLICY VERIFICATION	VERIFIED	VERIFIED	VERIFIED	VERIFIED
EXPIRING POLICY ANNUAL MILEAGE	2,157	13,836	29,987	15,337
CURRENT POLICY VERIFICATION	VERIFIED	VERIFIED	VERIFIED	VERIFIED
CURRENT POLICY ANNUAL MILEAGE	2,157	13,836	29,987	23,866
BODILY INJURY LIABILITY	\$88.00	\$126.00	\$136.00	\$411.00
LIMIT PER PERSON/OCCURRENCE	250,000/500,000	250,000/500,000	250,000/500,000	250,000/500,000
PROPERTY DAMAGE LIABILITY	\$80.00	\$91.00	\$100.00	\$320.00
LIMIT PER OCCURRENCE	100,000	100,000	100,000	100,000
UNINSURED & UNDERINSURED MOTORIST	\$44.00	\$63.00	\$56.00	\$103.00
LIMIT PER PERSON/ACCIDENT	250,000/500,000	250,000/500,000	250,000/500,000	250,000/500,000
UNINSURED PROPERTY DAMAGE	INCLUDED	INCLUDED	INCLUDED	INCLUDED
LIMIT PER ACCIDENT	3,500	3,500	3,500	3,500
COMPREHENSIVE	\$24.00	\$99.00	\$79.00	\$105.00
DEDUCTIBLE	500	500	500	500
ADDED COVERAGE ENDORSEMENT	NO	NO	NO	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000	9,999	2,000	2,000
COLLISION	\$50.00	\$371.00	\$256.00	\$394.00
DEDUCTIBLE	1,000	1,000	1,000	1,000
ADDED COVERAGE ENDORSEMENT	NO	NO	NO	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000	9,999	2,000	2,000
REIMBURSEMENT OF RENTAL EXPENSE	INCLUDED	INCLUDED	INCLUDED	INCLUDED
LIMIT PER DAY/AGGREGATE	25/750	25/750	25/750	25/750
TOTAL	\$286.00*	\$750.00*	\$627.00*	\$1,333.00

* THIS PREMIUM REFLECTS A 30% CALIFORNIA GOOD DRIVER DISCOUNT.

IMPORTANT NOTICE: THIS POLICY REDUCES THE APPLICABLE LIMITS FOR BODILY INJURY LIABILITY, PROPERTY DAMAGE LIABILITY, UNINSURED AND UNDERINSURED MOTORIST COVERAGES SHOWN ON THIS DECLARATIONS PAGE TO THE LEGALLY REQUIRED MINIMUM FINANCIAL RESPONSIBILITY LIMITS IN THE STATE WHEN AN INSURED VEHICLE IS OPERATED BY ANYONE OTHER THAN YOU, OR A RELATIVE, OR A PERSON LISTED ON THE DECLARATIONS AS AN OPERATOR.

TOTAL PREMIUMS	VEHICLES	ENDORSEMENTS	TAX/FEE	TOTAL PREMIUM	BILLY MCDUGALL AUTHORIZED REPRESENTATIVE
	\$2,996.00	\$0.00	\$0.00	\$2,996.00	
DATE PRINTED	09-09-2022	THIS IS NOT A BILL.		SEE DECLARATION SECTION II FOR ADDITIONAL INFORMATION SEE REVERSE SIDE FOR IMPORTANT INFORMATION	

**IMPORTANT INFORMATION ON HOW TO REPORT A CLAIM
BUCKLE UP AND DRIVE DEFENSIVELY**

One in five drivers will have an accident this year. We hope it is not you. However, if it happens, remember to get the following information from the other driver:

- 1. Vehicle Owner's Name, Address, and Telephone Numbers**
- 2. Make and Model of Vehicle**
- 3. Car License Plate Number**
- 4. Driver's Name (if other than owner), Address, and Telephone Numbers**
- 5. Driver's License Number**
- 6. Insurance Company Name and Policy Number**
- 7. Owner's and Driver's Place of Employment**
- 8. Promptly File State Safety Responsibility Forms**

REMEMBER TO REPORT YOUR CLAIM TO PACIFIC IMMEDIATELY (TOLL FREE) 1-800-333-2860

DECLARATIONS, SECTION II PAGE 1

POLICY TERM: 10-16-2022 to 04-16-2023

VEH. DR.# RATING INFORMATION

1	0	ANNUAL MILEAGE IS LESS THAN 2,500, MILEAGE IS VERIFIED
2	0	ANNUAL MILEAGE IS 13,000 TO 13,999, MILEAGE IS VERIFIED
3	1	DRIVER HAS 28 YEARS DRIVING EXPERIENCE, ANNUAL MILEAGE IS 20,000 OR GREATER, MILEAGE IS VERIFIED, WORK USE 10+ MILES
4	2	DRIVER HAS 28 YEARS DRIVING EXPERIENCE, ANNUAL MILEAGE IS 20,000 OR GREATER, MILEAGE IS VERIFIED, BUSINESS USE

VEH. DR.# OPERATOR INFORMATION

ACCDT/CONV

3	1	PRINCIPAL	MAR	SMALL-ENDRESEN JESSICA	0	0
4	2	PRINCIPAL	MAR	ENDRESEN JOSHUA J	1	1

VEH. POLICY DISCOUNTS

1	GOOD DRVR; AUTO-HOME; THREE LINE; MULTI-CAR; RENEWAL
2	GOOD DRVR; AUTO-HOME; THREE LINE; MULTI-CAR; RENEWAL
3	GOOD DRVR; AUTO-HOME; THREE LINE; MULTI-CAR; RENEWAL
4	AUTO-HOME; THREE LINE; MULTI-CAR; RENEWAL

VEH. THIS POLICY IS SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS

1, 2, 3, 4	FV2476	10-15	CUSTOMIZED EQUIPMENT
POL	FV405CA	04-20	CALIFORNIA AUTO POLICY
4	FV768	01-08	ADDL INT END INTERESTED PARTY
POL	#SA3004C	04-20	LIMITED DELIVERY ENDORSEMENT

LOSS PAYEE(S)/ADDITIONAL INTEREST(S)

VEHICLE: 4 CITY OF LAKE ELSINORE 130 S MAIN ST LAKE ELSINORE CA 92530-4109 INTERESTED PARTY	VEHICLE: 4 CHRYSLER CAPITAL PO BOX 3610 Carmel IN 46082-3610 LOSS PAYEE 0024887773	VEHICLE: 4 ALLY FINANCIAL PO BOX 380901 Bloomington MN 55438-0901 LOSS PAYEE
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IMPORTANT POLICY INFORMATION

#NM158 0618 #FA007 0420 #IV913 0219 #IA292 0219 #FM159 0215 #NM227 0621 #UM55 0120



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2022

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 have ADDITIONAL INSURED provisions or 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 Levoy & Associates Insurance Agency PO Box 30 Loomis CA 95650	CONTACT NAME: PHONE (A/C, No, Ext): (916) 652-2705 FAX (A/C, No): E-MAIL ADDRESS: david@levoyins.com																					
INSURED Endresen Development Inc. 15301 Alvarado St Lake Elsinore CA 92530	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>PREFERRED PROFESSIONAL INS CO</td> <td style="text-align: center;">36234</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	PREFERRED PROFESSIONAL INS CO	36234	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
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INSURER F :																						

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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		ON12487-01	03/06/2022	03/06/2023	<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

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

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

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Certificate Holder Schedule

Endresen Development Inc.

Certificate Holders

Name/Address	Description of Operations/Remarks/Special Conditions
Proof of Insurance C5 Equipment Rentals 21921 Alessandro Blvd Moreno Valley, CA 92553	RE: All California operations
City of Lake Elsinore 130 S. Main St Lake Elsinore, CA 92530	RE: All California operations 30 days cancel notice.

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: ENDRESEN DEVELOPMENT, INC

Business Location: 15301 ALVARADO ST
LAKE ELSINORE, CA 92530-6963

Owner Name(s): JOSH ENDRESEN

ENDRESEN DEVELOPMENT, INC
ENDRESEN DEVELOPMENT/ JOSH ENDRESEN
15301 ALVARADO ST
LAKE ELSINORE, CA 92530-6963

CITY OF LAKE ELSINORE

Administrative Services - Licensing

130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 020309

Business Type: GENERAL BUILDING CONTRACTOR

Description: GENERAL CONTRACTOR

Issue Date: 10/1/2022

Expiration Date: 9/30/2023

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

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