

Agreement No. [Click or tap here to enter text.](#)

## **AGREEMENT FOR PUBLIC WORKS CONSTRUCTION**

***Endresen Development, Inc.***

**For the**

### **CIP PROJECT NO. Z20032**

**Anchor, Crisis Stabilization Housing Facility Rehabilitation**

This Agreement for Public Works Construction ("Agreement") is made and entered into as of July 26, 2022, by and between the City of Lake Elsinore, a municipal corporation ("City") and Endresen Development, Inc. ("Contractor").

The City and Contractor, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Project and Project Documents. Contractor agrees to construct the following public improvements ("work") identified as:

### **CIP PROJECT NO. Z20032**

The City-approved plans for the construction of the Project, which are incorporated herein by reference and prepared by the City are identified as:

**Anchor, Crisis Stabilization Housing Facility Rehabilitation**

The Project Documents include this Agreement and all of the following: (1) the Notice Inviting Bids, Instructions to Bidders, Bid Documents including Bidder's Proposal as submitted by the Contractor, Contract Documents, General Specifications, Special Provisions, and all attachments and appendices; (2) everything referenced in such documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Agreement as though fully set forth herein.

### 2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the Bidder's Proposal, such contract price being Three Hundred Eight Thousand Dollars and no cents (\$380,000.00).

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Project Documents.

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations

hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

### 3. Completion of Work.

a. Contractor shall perform all work within **Seventy-Five (75)** working days from the date of commencement specified in the Notice to Proceed and shall complete all work within **Seventy-Five (75)** working days, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the Director of Public Works, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. City and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of **Fifteen Hundred Dollars (\$500)** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, such amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by any changes to the work.

4. Changes to Work. City and Contractor agree that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim against the City nor be the basis for a liquidated damage claims against the Contractor.

Any change to the work shall be by way of a written instrument ("change order") signed by the City and the Contractor, stating their agreement to the following:

- a. The scope of the change in the work;
- b. The amount of the adjustment to the contract price; and
- c. The extent of the adjustment to the Schedule of Performance.

The Director of Public Works is authorized to sign any change order provided that sufficient contingency funds are available in the City's approved budget for the Project. All change in the work authorized by the change order shall be performed under the applicable conditions of the Project

Documents. City and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

5. Special Federal Requirements

- a. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
- b. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.
- c. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010).
- d. Contractor acknowledges that work under this contract is subject to the payment of prevailing wages pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations (State Prevailing Wages), and the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (Davis-Bacon Act Prevailing Wages). The Contractor to whom the contract is awarded, and all subcontractors under him, shall pay the higher of the Federal or State prevailing wage rate for any given classification employed in the performance of this contract.
- e. Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA20210025

Modification Number: 11

Date: 10/1/21

- 6. Section 3 Compliance: The Contractor hereby acknowledges that this federally funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:
  - a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## 7. Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and 2 CFR Part 200. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:



- a. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- f. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).
- g. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)**, as amended Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- h. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- i. **Debarment and Suspension (E.O.s 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- j. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.
- k. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The

Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

- l. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
- m. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
- n. **Procurement of Recovered Materials (2 CFR 200.322.)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. **Bonds.** Contractor shall provide, before commencing work, a Faithful Performance Bond and a Labor and Material Bond, each for one hundred percent (100%) of the contract price in the form that complies with the Project Documents and is satisfactory to the City Attorney.

9. **Non-Assignability.** Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

10. **Licenses.** Contractor represents and warrants to City that it holds the contractor's license or licenses set forth in the Project Documents, is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 as of March 1, 2015, and holds such other licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor. 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.

11. **Indemnity.** Contractor shall indemnify, defend, and hold harmless the City and Riverside County 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.

## 12. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, 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.

iv. Professional Liability Coverage [if applicable]. Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the



Contractor or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

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. The City and Riverside County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

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.

13. 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.

14.	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
-----	---	---

to Contractor: Endresen Development Inc.

Attn: Josh Endresen  
15301 Alvarado Street  
Lake Elsinore, CA 92530

15. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

16. 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.

17. Assignment and Subcontracting. 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. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Authority to Enter Agreement and Administration. 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. The Director of Public Works shall act as the Project administrator on behalf of the City.

24. 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.

25. 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.

26. Prevailing Wages.

a. Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Labor Code Sections 1770, 1773, and 1773.2. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Lake Elsinore and are available for review upon request.

b. Contractor's attention is directed to the provisions of Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.6. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and the hours laws will be enforced.

c. Labor Code Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Labor Code Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. The statutory penalties for failure to pay prevailing wages will be enforced. If the Project has been awarded to Contractor on or after April 1, 2015, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner. Beginning January 1, 2016, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner without regard to when the Project was awarded to Contractor.

d. Labor Code Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Agreement. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Labor Code Section 1777.6 provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

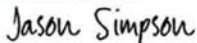
e. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810.

27. Execution. 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.

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

DocuSigned by:  
  
1F551F63E6FE412  
\_\_\_\_\_  
City Manager

"CONTRACTOR"

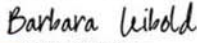
Endresen Development, Inc.

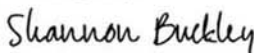
DocuSigned by:  
  
AC1D8E39DC6F462  
\_\_\_\_\_  
By: Josh Endresen  
  
Its: Owner

ATTEST:

DocuSigned by:  
  
2941B149748C400  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
A6988D0000AF18D  
\_\_\_\_\_  
City Attorney

DocuSigned by:  
  
678FB35A1E42495  
\_\_\_\_\_  
Assistant City Manager



**BIDDER'S PROPOSAL****CIP PROJECT NO. Z20025  
THE ANCHOR REHABILITATION DOCUMENTS****Company:** Endresen Development Inc.

Honorable Mayor Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Lake Elsinore for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

**BID SCHEDULE A –**

<b>Item No.</b>	<b>Description</b>	<b>Lump Sum Price</b>	<b>Total Bid Price</b>
1	Mobilization & Demobilization Including Construction Schedules (Not To Exceed 3% of Total Bid)	\$	\$ 10,000
2	Demolition and Haul Off		\$ 37,000
3	Kitchen Cabinets	\$	\$ 50,000
4	Kitchen Sinks	\$	\$ 7,000
5	Kitchen Counter Tops	\$	\$ 32,000
6	Bathroom Sinks (Pedestal and Vanity Sinks)	\$	\$ 10,000
7	Bathroom Toilets	\$	\$ 8,000
8	Bathroom Showers	\$	\$ 157,200
9	Vanity Counter Tops	\$	\$ 20,000
10	Paint Both Kitchen & Bathroom disturbed areas only	\$	\$ 38,000
11	Minor Electrical Replace 32 EFI Outlets	\$	\$ 10,800
12		\$	\$
13		\$	\$
14		\$	\$

**SCHEDULE A Total Bid:** \$380,000.00*(Figures\*)***SCHEDULE A Total Bid:** Three Hundred Eighty Thousand Dollars*(Words\*)***GRAND Total (SCHEDULES A) Bid:** \$380,000.00*(Figures\*)***GRAND Total (SCHEDULES A) Bid:**Three Hundred Eighty Thousand Dollars*(Words\*)***\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.**

The undersigned agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Lake Elsinore.

The above unit prices include all work appurtenant to the various items as outlined in the Contract Documents and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Endresen Development Inc.

Contractor

Date: 1-4-2022

By:

Contractor's State License No.: 922677

Class: B - General

Address: 15301 Alvarado St. Lake Elsinore, Ca. 92530

Phone: 951-757-5695

FAX:

**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**CIP PROJECT NO. Z20025  
THE ANCHOR REHABILITATION DOCUMENTS**

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

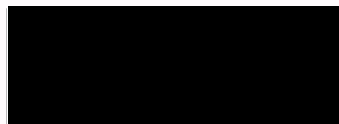
Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

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



Bidder's Signature

01-04-2022

Date

\_\_\_\_\_

**If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.**



BOND NO. Bid Bond

**BIDDER'S BOND**

**CIP PROJECT NO. Z20025  
THE ANCHOR REHABILITATION DOCUMENTS**

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That we Endresen Development, Inc., as  
PRINCIPAL,

Old Republic Surety Company

hereinafter referred to as "Contractor", and  
a duly authorized corporate as "Surety," are held and firmly bound unto the City of Lake Elsinore in  
the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Contractor  
above named, submitted by said Contractor to the City of Lake Elsinore for the work for said  
project entitled above, for the payment of which sum in lawful money of the United States, well  
and truly to be made, to the City of Lake Elsinore to which said bid was submitted, we bind  
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by  
these presents. In no case shall the liability of the surety hereunder exceed the amount of  
ten percent of the total amount bid (10%).

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Contractor has submitted the above-mentioned Bid to the City of Lake Elsinore  
as aforesaid for the work for said project entitled above.

NOW, THEREFORE, if the aforesaid Contractor is awarded the Contract and, within the time and  
manner required under the Contract documents, after the prescribed forms are presented to him or  
her for signature, enters into a written Agreement in the prescribed form and in accordance with the  
Contract documents, and files two bonds with the City of Lake Elsinore, one to guarantee faithful  
performance and the other to guarantee payment for labor and materials, in accordance with said  
Contract documents, and as required by law, and files the required insurance certificate(s) in  
accordance with said Contract documents, then this obligation shall be null and void; otherwise, it  
shall be and remain in full force and effect until execution of the Agreement or forfeiture pursuant to  
the Provisions of Sections 20172 and 20174 of the Public Contract Code.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall  
pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by  
the court.

**(SIGNATURE PAGE FOLLOWS)**

**BIDDER'S BOND SIGNATURE PAGE**

**CIP PROJECT NO. Z20025  
THE ANCHOR REHABILITATION DOCUMENTS**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on

this 5th day of January, 2022

**BIDDER:**

Contractor Name: Endresen Development, Inc.

Address: 15301 Alvarado St.

Lake Elsinore, CA 92530

Telephone No.: (951) 757-5695

**CORPORATE SURETY:**

Company Name: Old Republic Surety Company

Address: 445 S. Moorland Rd., Suite #200

Brookfield, WI 53005

Telephone No.: (262) 797-2640

Print Name: ✓ JOSH ENDRESEN

Title: ✓ OWNER

Signature: 

Date: ✓ 01/05/2022

Print Name: Todd A. Stein

Title: Attorney-In-Fact

Signature: 

Date: 01/05/2022

**SIGNING INSTRUCTIONS TO THE CONTRACTOR**

Bidder's Bond must be accompanied by notary certificates for EACH signature. Note the description of the document on the notary certificate. Attach BOTH notary certificates immediately following this page.

Corporate Seal may be affixed hereto.

The attorney-in-fact for corporate surety must be registered, as such, in at least one county in the State of California. Attach one original Power of Attorney immediately following the notary certificates.

If the Bidder fails to properly sign or omits the required signatures, the bid will be considered non-responsive and will be rejected.

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT**STATE OF California  
COUNTY OF Riverside } ssOn the 5th day of January, 2022, before me,  
a Notary Public within and for said county, personally appeared, Joshua Endresen

to me known to be the person (s) described in and who executed the foregoing instrument, as Principal (s), and acknowledged to me that they executed the same as their free act and deed.

Notary Public California  
County, Riverside  
My commission expires August 22, 2025**CORPORATE ACKNOWLEDGEMENT**STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ssOn the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
personally appeared \_\_\_\_\_to me known, who being by me duly sworn, did depose and say: that he resides in \_\_\_\_\_ and  
that he is the \_\_\_\_\_ of the \_\_\_\_\_

the corporation described in and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation: and that he signed his name thereto by like order.

Notary Public \_\_\_\_\_  
County, \_\_\_\_\_  
My Commission expires \_\_\_\_\_**ACKNOWLEDGMENT OF CORPORATE SURETY**STATE OF Ohio  
COUNTY OF Cuyahoga } ssOn the 5th day of January, 2022, before me,  
appeared Todd A. Stein

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the surety company; that the seal affixed to the foregoing instrument is the corporate seal of the surety company, and that said instrument was signed and sealed in behalf of the surety company by the aforesaid officer, by authority of its board of directors: and the aforesaid officer acknowledged said instrument to be the free act and deed of the surety company.

RUTH M PELL  
Notary Public  
State of Ohio  
My Comm. Expires  
November 1, 2026

(Notarial Seal)

Notary Public Ruth M. Pell  
County, Cuyahoga  
My commission expires 11/01/2026





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **TODD A STEIN, MARK G LEVINSON, KELLEY J. WISOR, JEFF MCQUATE of CLEVELAND, OH**

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

### ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of March, 2020

OLD REPUBLIC SURETY COMPANY



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: September 28, 2022

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

### CERTIFICATE

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

27-1179



Signed and sealed at the City of Brookfield, WI this 5th day of January, 2022



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the  
laws of Wisconsin, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State,  
subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements  
made under authority of the laws of the State of California as long as such laws or requirements are  
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed  
or amended.

IN WITNESS WHEREOF, effective as of the 14th day  
of December, 1990, I have hereunto set  
my hand and caused my official seal to be affixed this 14th  
day of December, 1990.



NOTICE.

By

ROXANI M. GIVILISEE

VICTORIA S. SIDBURY  
Deputy

**OLD REPUBLIC SURETY COMPANY  
OF BROOKFIELD, WISCONSIN**

**STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2020**

**ADMITTED ASSETS**

Bonds	\$96,406,431
Common stocks	47,680,094
Cash and cash equivalents	2,338,525
Premiums and agents' balances in course of collection (not over 90 days)	4,929,292
Amounts recoverable from reinsurers	40,255
Investment income due and accrued	812,902
Net deferred tax asset	919,407
Receivables from parent, subsidiaries and affiliates	1,690,803
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$154,817,708</u></b>

**LIABILITIES AND SURPLUS**

Losses	\$12,821,623
Loss adjustment expenses	6,578,813
Commissions payable, contingent commissions and other similar charges	2,746,700
Other expenses (excluding taxes, licenses and fees)	4,612,242
Taxes, licenses and fees (excluding federal income taxes)	589,161
Current federal income taxes	518,519
Unearned premiums	41,948,982
Advance premium	284,169
Ceded reinsurance premiums payable (net of ceding commissions)	2,509,653
Amounts withheld or retained by company for account of others	24,638
Drafts outstanding	22,999
Payable to parent, subsidiaries and affiliates	53,759
Other liabilities	16,530
<b>TOTAL LIABILITIES</b>	<b><u>\$72,727,588</u></b>
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	62,656,084
<b>SURPLUS AS REGARDS POLICYHOLDERS</b>	<b><u>\$82,090,120</u></b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b><u>\$154,817,708</u></b>

Securities carried at \$3,294,237 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN )  
  )SS  
COUNTY OF WAUKESHA)

Alan P. Pavlic, President/Chief Operating Officer, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2020, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2020, according to the best of their information, knowledge and belief, respectively.

\_\_\_\_\_  
Alan P. Pavlic, President/COO

\_\_\_\_\_  
Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 15th day of March, 2021.

*Deborah L. Voigts*

Notary Public, State of Wisconsin  
My Commission expires: July 31, 2023



**LIST OF SUBCONTRACTORS**

**CIP PROJECT NO. Z20025  
THE ANCHOR REHABILITATION DOCUMENTS**

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: 100% SELF PERFORMING ALL THE WORK

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: and Bid Items of Work: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: and Bid Items of Work \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: and Bid Items of Work: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: and Bid Items of Work: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES****CIP PROJECT NO. Z20025  
THE ANCHOR REHABILITATION DOCUMENTS**

Failure to demonstrate adequate experience may result in rejection of the bid.

For all public agency projects with a similar scope of work which you have worked on (or are currently working on) in the past three (3) years, provide the following required information:

1. Name  
(Firm/Agency): City of Lake Elsinore  
Address: 130 S. Main St., Lake Elsinore, CA 92530  
Contact Person: Jason Simpson  
Telephone No.: (951) 674-3124  
Title of Project: Homeless Shelter  
Project Location: 215 W. Graham, Lake Elsinore, CA 92530  
Date of Completion: 01/2021  
Contract Amount: \$350,000

2. Name  
(Firm/Agency): City of Lake Elsinore  
Address: 130 S. Main St., Lake Elsinore, CA 92530  
Contact Person: Jason Simpson  
Telephone No.: (951) 674-3124  
Title of Project: Emergency on-call and minor project agreement  
Project Location: \_\_\_\_\_  
Date of Completion: 12-31-2020  
Contract Amount: \$450,000

3. Name  
(Firm/Agency): Belsito Residence  
Address: 35081 Avenida La Cresta, Murrieta, CA92562  
Contact Person: Jim Belsito  
Telephone No.: (805) 701-8674  
Title of Project: RV Garage  
Project Location: 35081 Avenida La Cresta, Murrieta, CA92562  
Date of Completion: 10-2021  
Contract Amount: \$300,000



**CONTRACTOR'S INFORMATION****CIP PROJECT NO. Z20025  
THE ANCHOR REHABILITATION DOCUMENTS**Contractor's License No.: 922677 Class: B - Generala. Date first obtained: 09/23/2008 Expiration 05/31/2022b. Has License ever been suspended or revoked? NO

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? NO

If yes, describe claims: \_\_\_\_\_

Principals in Company (List all – attach additional sheets if necessary):

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>LICENSE NO.</u> (If Applicable)</b>
<u>Josh Endresen</u>	<u>President</u>	<u>922677</u>
<u>Jessica Endresen</u>	<u>Secretary</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CERTIFICATION OF BIDDER  
REGARDING NONSEGREGATED FACILITIES**

Project Name: The Anchor Rehabilitation Project

Name of Bidder: Endresen Development Inc.

The above named Bidder hereby certifies that:

**I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.**

**I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.**

Signature: \_\_\_\_\_

Name (Print): Josh Endresen

Title: Owner

Date: 01-04-2022

Page 1 of 3

**EXHIBIT B-6**  
Required Bid Form for bids  
\$100,000 or more

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**  
(Housing and Community Development Act of 1968)

Project Title: The Anchor Rehabilitation Project Amount of Bid: \$380,000.00

**The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$200,000.**

**I. Employment Opportunities**

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will:

- a. Contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities; and

Initial Here

- b. Forward to the Department of Housing Homelessness Prevention & Workforce Solutions all detailed job descriptions for new employment opportunities and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing Homelessness Prevention & Workforce Solutions.

Initial Here

**Complete your proposed workforce plan for this project below:**

Initial Here

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS	6	0	0	0
TECHNICIANS				
OFFICE/CLERICAL	2	0	0	0
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				



**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE****II. Subcontracting Opportunities**

- a. I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 Businesses, within Riverside County, to be considered for available subcontracting opportunities prior to selecting any subcontractor for my bid submittal.

Initial Here

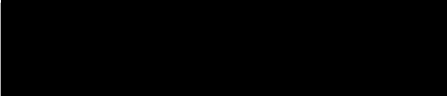
- b. I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors.

Initial Here

**Complete your Subcontracting Plan for this project below:**

TRADE	AMOUNT OF SUBCONTRACT(\$)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS.	
			51% OWNER	30% EMPLOYEE
100% SELF PERFORMING ALL THE WORK				

\* Add additional sheets if necessary

Bidder (Company) Name: Endresen Development Inc.Authorized Representative (Type Name): Josh EndresenSignature: Date: 01-04-2022

**EXHIBIT B-7**  
**Required Bid Form**

COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: The Anchor Rehabilitation Project

**CERTIFICATION:**

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
1. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
2. If my bid is \$200,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: Endresen Development Inc.

CONTRACTOR'S LICENSE NO.: [REDACTED]

ADDRESS: 15301 Alvarado St. Lake Elsinore, Ca. 92530

AUTHORIZED REPRESENTATIVE: Josh Endresen  
(Type Name)

SIGNATURE: [REDACTED]

DATE: 01-04-2022

**EXHIBIT B-8**  
**Required Bid Form****QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of \_\_\_\_\_  
 Endresen Development Inc. \_\_\_\_\_, since 09/23/2008 (Date).

**Present business address is:** 15301 Alvarado St. Lake Elsinore, Ca. 92530

**Federal Tax ID:** \_\_\_\_\_ **Amount of Bid \$** \$380,000.00

**California Contractor's License No.:** \_\_\_\_\_ **Expiration Date:** 05/31/2022

**DUNS Number:** \_\_\_\_\_ **or CAGE Code:** \_\_\_\_\_

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- ☐ American Indian or Native Alaskan
- ☐ Asian or Pacific Islander/Native Hawaiian
- ☐ Black/African American
- ☐ Hispanic
- ☒ White
- ☐ Hasidic Jews
- ☐ Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- ☐ Woman/Female owned
- ☒ Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- ☐ Section 3 Business concern
- ☒ Not a Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

**EXHIBIT B-9**  
**Required Bid Form****LIST OF SUBCONTRACTORS**

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.
---------------	------------	--------	-------------------

100% SELF PERFORMING ALL THE WORK			

**SUPPLIERS**

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
------------------	-------------------	-----------------


**This form is to be completed and submitted with the bid package.**

Type text here



Page 1 of 2

**EXHIBIT B-10**  
Required Bid Form for bids  
\$100,000 or more

**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**

**MUST BE COMPLETED BY ALL SUBCONTRACTORS**

(Housing and Community Development Act of 1968)

Project Title: The Anchor Rehabilitation Project

Subcontractor: 100% SELF PERFORMING ALL THE WORK

Contractor/Bidder: Endresen Development Inc.

**The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all prime construction contracts over \$200,000:**

- a. I understand and agree that in the event that I am awarded a subcontract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities;

—   
Initial Here

- b. I will forward to the Department of Housing Homelessness Prevention & Workforce Solutions all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing Homelessness Prevention & Workforce Solutions.

—   
Initial Here

Page 2 of 2

**EXHIBIT B-10**

Complete your proposed workforce plan for this project below:

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS**

**CIP PROJECT NO. Z20025  
THE ANCHOR REMODEL DOCUMENTS**

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

YES/NO (circle one)

Federal / State / Local (circle one)

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

---

---

---

Have the penalties been paid? YES/NO (circle one)

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

YES/NO (circle one)

Code/Laws: \_\_\_\_\_

Section/Article: \_\_\_\_\_

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

---

---

---

**DISQUALIFICATION OR DEBARMENT**

**CIP PROJECT NO. Z20025  
THE ANCHOR REMODEL DOCUMENTS**

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation?

YES / (circle one)  
**NO**

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

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your firm been reinstated by this entity?

YES / (circle one)  
**NO**





City of Lake Elsinore

January 04, 2022

To whom it may concern:

I would like to take this opportunity to introduce to you, Endresen Development, LLC. 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, LLC 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, LLC 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, LLC, please feel free to contact us. We look forward to working with you in the near future.

Thank you

Josh Endresen  
Endresen Development, LLC  
License # 922677  
Office- 951-678-1977/ Cell- 951-757-5695  
[EndresenDevelopment@gmail.com](mailto:EndresenDevelopment@gmail.com)

**BIDDER'S PROPOSAL  
AND  
OTHER DOCUMENTS**

**Endresen Development Inc**

15301 Alvarado Street

Lake Elsinore, CA 92530 US

(951) 757-5695

endresendevlopment@gmail.com

**ADDRESS**

City of Lake Elsinore

130 S. Main Street

Lake Elsinore, CA 92530

**Proposal # 1362****DATE 01/04/2022****PROJECT**

Anchor Rehabilitation Project

ACTIVITY	AMOUNT
16 - KITCHENS	
SOLID WOOD CABINETS	
GRANITE COUNTERTOPS AND BACKSPLASH	
STAINLESS STEEL SINK	
GARBAGE DISPOSAL	
STAINLESS STEEL FAUCET	
VINYL PLANK FLOORING	
6 - BATHROOM	0.00
FULL HEIGHT TILE SHOWER WITH NEW SHOWER VALVE	
FRAMELESS GLASS SHOWER DOOR	
ADA TOILET	
BATHROOM HARDWARE	
BATHROOM EXHAUST FAN	
PEDESTAL SINK AND FAUCET	
VANITY LIGHT AND MIRROR	
VINYL PLANK FLOORING	
10 - BATHROOM AND VANITY	0.00
FULL HEIGHT TILE SHOWER WITH NEW SHOWER VALVE	
FRAMELESS GLASS SHOWER DOOR	
ADA TOILET	
BATHROOM HARDWARE	
BATHROOM EXHAUST FAN	
SOLID WOOD DOUBLE VANITY CABINET	
GRANITE COUNTERTOPS AND BACKSPLASH	
DOUBLE VANITY LIGHTS AND MIRROR	
VINYL PLANK FLOORING	

ACTIVITY	AMOUNT
DEMO - 16 UNITS	0.00
KITCHEN CABINETS	
BATHROOM CABINETS	
PLUMBING	
TILE SHOWERS	
FLOORING	
	380,000.00

TOTAL	\$380,000.00
-------	--------------

Accepted By

Accepted Date