

Agreement No. \_\_\_\_\_

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**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION**

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**Aneen Construction Inc.**

**For the**

**Downtown SB-821 Curb, Gutter and Sidewalk and  
Sumner Avenue Signing and Striping Project**

**CIP PROJECT NO. Z10081**

This Agreement for Public Works Construction ("Agreement") is made and entered into as of June 13, 2023 by and between the City of Lake Elsinore, a municipal corporation ("City") and Aneen Construction Inc., a Corporation ("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:

Downtown SB-821 Curb, Gutter and Sidewalk and Sumner Avenue Signing and Striping  
(the "Project")

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

Downtown SB-821 Curb, Gutter and Sidewalk and Sumner Avenue Signing and Striping

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 Eight-Hundred Sixteen Thousand, nine-hundred sixty-eight and 25/100 dollars (\$816,968.25).

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 and complete all work within **Forty (40)** working days from the date of commencement specified in the Notice to Proceed, 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 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 **One Thousand dollars (\$1,000.00)** 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 claim 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 City Engineer 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. 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.

6. 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.

7. 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, 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.

8. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, the County and Board Supervisors, 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.

9. 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. Commercial 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. Builder's Risk Coverage. Prior to the commencement of any construction of the Project, Design-Builder shall obtain (or cause to be obtained) and keep in force during the term of any construction, builder's risk insurance insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood).

b. Endorsements. Each general commercial 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, 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.

10. 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:              Aneen Construction Inc.  
   Attn: Tamer Khalil  
   9860 Indiana Ave. # 18  
   Riverside, CA 92503

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 City Engineer shall act as the Project administrator on behalf of the City.

20. 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.

21. 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.

22. 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.

23. 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.

[Signatures on next page]




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”

Aneen Construction Inc., a Corporation


DocuSigned by:  
  
6/27/2023 | 10:59 AM PDT  
City Manager

DocuSigned by:  
  
6/27/2023 | 10:25 AM PDT  
By: Tamer Khalil  
Its: President

ATTEST:

DocuSigned by:  
  
6/27/2023 | 11:18 AM PDT  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
6/27/2023 | 10:17 AM PDT  
City Attorney

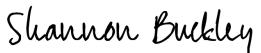
DocuSigned by:  
  
6/27/2023 | 9:58 AM PDT  
Assistant City Manager

EXHIBIT A

CONTRACTOR'S PROPOSAL

[ATTACHED]

**INSTRUCTIONS TO BIDDERS****A. QUALIFICATION OF BIDDERS****1. Competency of Bidders**

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

**2. Contractor's License**

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the Work.

**3. Contractor Registration**

In compliance with SB 854, in order to bid on or enter into a contract for public work, all contractor and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at <https://efiling.dir.ca.gov/PWCR/>. Bidder and all designated subcontractors shall be registered with the Department of Industrial Relations at the time of submitting the bid pursuant to Labor Code Section 1725.5. This is a separate requirement from the Contractors State License Board licensing requirements. Bids failing to meet this requirement will be deemed nonresponsive.

**B. BIDDER RESPONSIBILITY**

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance these Contract Documents, the City Council may determine whether the Bidder is responsible based upon a review of the Bidder's performance on other contracts, both within the City of Lake Elsinore and other public agencies for which the contractor has performed similar work.

If, based on the provisions and criteria in these Contract Documents, the City Engineer proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of the Director's intention to recommend to the City Council that the Council award the contract to the second lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda for any reason during the advertising period. The Bidder shall acknowledge the receipt of any Addendum in its Bid. Failure of the Bidder to do so may result in the rejection of its Bid.

D. PREPARATION OF THE BID

1. Examination of Project Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Project Improvement Plans and the site of proposed contract work, carefully read the Specifications and Special Provisions, and satisfy himself or herself that he or she has the abilities and resources to complete the Work. The Bidder agrees that if he or she is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work sites.

2. Estimated Quantities

The quantities shown in the Bid Schedule are approximate only. The Contractor will be paid for the actual quantities of work installed based on field measurements. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the specifications.

Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications be less than 75 percent or more than 125% of the Bid quantity, no adjustment to the Contract Unit Price, shall be made therefor.

3. Interpretation of the Documents

Discrepancies in and omissions from the Special Provisions, the project Plans or other Contract documents, or questions as to their meaning shall, at once, be brought to the attention of the City. Any interpretation of the documents will be made only by Addenda dully issued, and a copy of such Addenda will be mailed or delivered to each person or firm who is listed by the City as having received a set of such documents. The City will not be responsible for any other explanations or interpretations. No oral agreement or conversation with any officers, employees, or agents of the City, either before or after execution of the Contract, shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

4. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder. It is the sole responsibility of the bidder to ensure that the bid is received in proper time through PlanetBids by the date and time hereinabove set forth.

**The electronic bid management system will not accept late bids.**

**Required eight (8) Bid Proposal Documents:**

- 1) Bidder's Proposal
- 2) Addenda Acknowledgment
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages) – Will be contacted
- 7) Violations of Federal or State Law
- 8) Disqualification or Debarment

All prices submitted will be considered as including any and all sales or use taxes. In the case of discrepancy between unit bid price and total bid, the unit prices shall prevail.

**E. BID BOND**

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Lake Elsinore. Bids must be submitted on the proposal forms furnished with these specifications. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price including any additive bid.

**F. NONRESPONSIVE BIDS AND BID REJECTION**

1. A Bid in which the required eight (8) proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete, or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

**G. LIMITED NOTICE TO PROCEED WITH CONSTRUCTION**

Upon completion of the evaluation of Bids received (including references verified for responsiveness) and determination of lowest responsive Bidder (Contractor), the City Engineer will issue a "Limited Notice to Proceed" to Contractor with the council action of approval of intention to award. The intent of "Limited Notice to Proceed" is to allow the Contractor time to order long lead items. Upon receipt of said Notice, Contractor shall submit the items listed below in full compliance with the requirements of these specifications, within five (5) calendar days of the date of said Notice:

- 1) Agreement for Public Works Construction executed by Contractor
- 2) Faithful Performance Bond (100% of Bid)

- 3) Labor and Material Bond (100% of Bid)
- 4) Verification of Insurance Coverage (Certificates and Endorsements)
- 5) Construction or Service Contract Endorsement
- 6) Workers' Compensation Insurance Certificate
- 7) Construction-Excavation Permit Application Form (No fee is assessed for public works projects)
- 8) Proof of a City of Lake Elsinore Business License

Should the City Council not award a contract to Contractor, Contractor shall be entitled to reimbursement for the premiums of said insurances and bonds plus a 10% administrative fee on said premiums, the payment of which by City to Contractor shall constitute full compensation for Contractor's compliance with this section.

#### H. AWARD OF CONTRACT

The City reserves the right to reject any and all bids received and to re-advertise for bids. Further, the City Council reserves the right to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

#### I. Termination.

City may cancel this Agreement at any time upon seven (7) days written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

#### J. NOTICE TO PROCEED WITH CONSTRUCTION

Within fifteen (15) calendar days of award of the contract by the City Council, the City shall schedule a mandatory pre-construction meeting. During this meeting a date of the start of work will be established. This date will take into account the expected delivery date of long lead items, if any. A Notice to Proceed with Construction will then be issued directing the Contractor to commence contract work. Contractor **must** complete all work within **forty (40) Working Days** from the date of commencement of work specified in the Notice to Proceed and shall complete all contract items. Contractor shall order the long lead items immediately upon award of Contract.

#### K. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

L. PERMITS AND LICENSES

The Contractor shall procure and execute all required permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. No fee is charged for a Construction-Excavation Permit issued by the City of Lake Elsinore for a public works project. The Contractor shall pay for and obtain a City of Lake Elsinore Business License.

M. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability, and Workers' Compensation Insurance as specified in the Agreement for Public Works Construction, included in the Project Specifications.

N. PRE-BID INQUIRIES

**All questions technical, commercial, or contractual in nature shall be directed to the Q&A section on the e-Procurement System PlanetBids. No Phone Calls. Contacting the City of Lake Elsinore personnel directly regarding this bid is prohibited and may be grounds for elimination from the selection process. All questions regarding this bid must be put in writing and submitted through the e-Procurement system PlanetBids no later than 3:00 pm, May 16, 2023.**

**SECTION C  
BID DOCUMENTS**



**BIDDER'S PROPOSAL****DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE SIGNING AND STRIPING PROJECT  
CIP PROJECT NO. Z10081****Company:** ANEEN CONSTRUCTION, INC.

Honorable Mayor, Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of bid proposals by 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:

**Time of Completion: Forty (40) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.**

**BID SCHEDULE A-CURB, GUTTER AND SIDEWALK**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization And Project Information Sign	LS	1	36000	36000
2	Traffic Control Plan & Implementation	LS	1	10000	10000
3	Construction Survey And Staking	LS	1	10000	10000
4	Storm/Non Storm Water Pollution Control And Implementation	LS	1	5000	5000
5	Clearing & Grubbing	LS	1	10000	10000
6	Minor/Grading Excavation	LS	1	10000	10000
7	Sawcut And Remove Existing A.C. Pavement (8140 Sf)	LF	3,766	5	18830
8	Remove PCC Sidewalk	SF	3,862	3	11586
9	Remove AC Sidewalk	SF	3,850	3	11550
10	Relocate Sign	EA	21	500	10500
11	Relocate Mailbox	EA	20	100	2000
12	Relocate Chainlink Fence	LF	60	65	3900
13	Remove Tree Completely	EA	10	2500	25000
14	Remove And Replace Existing 32' - CMP Storm Drain Pipe With City Provided Pipe, Connect To Existing Catch Basins	LS	1	1000	1000
15	Sawcut & Remove Portion Of Existing Curb & Construct Gravel Pad, 3'x3' Min, W/#3 Backing	LS	1	2000	2000
16	Construct Curb & Gutter (Type 6) 18" Wide	LF	2,650	47	124550
17	Construct Curb & Gutter (Type 6) 24" Wide	LF	137	57	7809
18	Construct Curb & Gutter (Type 6) 48" Wide	LF	27	100	2700
19	Construct Curb (Type 6a) And Per Plan	LF	146	50	7300
20	Construct Variable Height Curb 0" To 8"	LF	24	100	2400
21	Construct PCC Driveway Approach Per County Of Riverside Std. No. 207	SF	4,911	15	73665
22	Construct Sidewalk Std. No. 210 & 213	SF	19,868	10	198680

CITY OF LAKE ELSINORE  
CIP Project NO. Z10081

23	Construct Access Ramp And Truncated Domes Per Std. No. 214A	EA	2	6500	13000
24	Reconstruct Access Ramp And Truncated Domes Per Std. No. 214a, Existing Curb To Remain	EA	3	6500	19500
25	Construct Access Ramp And Truncated Domes Per County Of Riverside Std. No. 403	EA	5	6500	32500
26	Construct Access Ramp No. 7 Per Sheet 7 And 12 Of Plans	LS	1	7500	7500
27	Construct Cross Gutter Per County Of Riverside Std. No. 209 (6' Wide)	SF	452	50	22600
28	Construct HMA Transition & Dike Per Caltrans Std. No. A87b Type E, Case F	LF	58	50	2900
29	Sawcut, Remove And Replace Portion Of PCC Driveway	SF	1,775	18	31950
30	Sawcut, Remove And Replace Portion Of AC Driveway	SF	398	18	7164
31	Remove And Replace PCC Walkway In Kind	SF	65	10	650
32	Construct 4" Asphalt Concrete (8,790 Sf)	TONS	205	90	18450
33	Construct 6" Agg. Base Class Ii (8,790 Sf)	CY	326	80	26,080
34	Adjust To Grade Sewer Cleanout	EA	4	500	2000
35	Adjust To Grade Water Valve	EA	6	500	3000
36	Adjust To Grade Communication Box	EA	4	200	800
37	Adjust To Grade Gas Valve	EA	1	500	500
38	Adjust To Grade Electrical Riser	EA	2	500	1000
39	Adjust To Grade Fire Hydrant	EA	3	1000	3000
40	Adjust To Grade Water Meter	EA	6	1000	6000
41	Adjust To Grade Air Vac.	EA	1	1000	1000
42	Remove Existing Wall, And Construct Garden Wall From Salvage Blocks	LF	8	200	1600
<b>Schedule A Bid Price</b>					<b>785,664</b>

**Total Bid for Bid Schedule A:** 785,664.00

*(Figures\*)*

**Total Bid for Bid Schedule A:**

seven hundred eighty five thousand six hundred sixty four dollars and twenty five cent

*(words\*)*

**BID SCHEDULE B- SUMNER AVENUE SIGNING AND STRIPING**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization And Project Information Sign	LS	1	4450	4450
2	Traffic Control Plan & Implementation	LS	1	3000	3000
3	Furnish And Install Sign And Post (R4-11)	EA	14	400	5600
4	Furnish And Install 2 Signs And Post (R81 And R81A/R81B)	EA	7	420	2940
5	Install 6" Solid White Thermoplastic Striping Per Caltrans Detail 39	LF	4,135	2.15	8890.25
6	Install 6" White Thermoplastic Intersection Striping Per Caltrans Detail 39A	LF	700	2.0	1400
7	Install Thermoplastic Bike Lane And Arrow Per MUTCD Figure 9C-3-C	EA	8	130	1040
8	Install Thermoplastic Shared Bike Lane And Arrow Per Caltrans Standard Plan A24C	EA	24	166	3984
<b>Schedule B Bid Price</b>					<b>31,304.25</b>

**Total Bid for Bid Schedule B:** 31,304.25

*(Figures\*)*

**Total Bid for Bid Schedule B:** thirty one thousand three hundred four dollars and twenty five cents  
*(words\*)*

**TOTAL BID PRICE:**

**TOTAL BID PRICE BASED ON BID SCHEDULES TOTAL OF UNIT PRICES FOR  
DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE  
SIGNING AND STRIPING PROJECT**

\$ 816,968.25  
Total Bid Price in Numbers

\$ eight hundred sixteen thousand nine hundred sixty eight dollars and twenty five sent  
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**Note:**

Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities.

(S) denotes a specialty item. The Bid Price shall include, but not be limited to, sales tax and all other applicable taxes and fees. All work described on the plans and in the specifications and other incidentals necessary to complete the project shall be paid under items above. No additional payments will be allowed.

**\*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 Specifications 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 Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

ANEEN CONSTRUCTION, INC.

Contractor

Date: 05/22/23 By: TAMER KHALIL, PRESIDENT

Contractor's State License No.: 1004775

Class: A

Department of Industrial Relations Registration No: 1000033880

Registration Date: 06/30/2022 Expiration Date: 06/30/23

Address: 9860 INDIANA AVE #18 RIVERSIDE, CA 92503

Phone: 909-913-3024

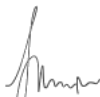
FAX:

**ACKNOWLEDGMENT OF ADDENDA RECEIVED**  
**DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE SIGNING  
AND STRIPING PROJECT  
CIP PROJECT NO. Z10081**

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

05/22/23  
\_\_\_\_\_  
Date

TAMER KHALIL  
\_\_\_\_\_  
Print Name

PRESIDENT  
\_\_\_\_\_  
Title

CITY OF LAKE ELSINORE  
CIP Project NO. Z10081

**NON-COLLUSION AFFIDAVIT**

**DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE SIGNING  
AND STRIPING PROJECT**

**CIP PROJECT NO. Z10081**

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF )

(NAME) TAMER KHALIL  
affiant being first duly sworn, deposes and says:

That he or she is PRESIDENT of  
(sole owner, partner or other proper title)

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

Address: 9860 INDIANA AVE #18 RIVERSIDE, CA 92503

Telephone No.: 909-913-3024

Print Name: TAMER KHALIL

Signature: 

Title: PRESIDENT Date: 05/22/23

**SIGNING INSTRUCTIONS TO THE CONTRACTOR**

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note  
the description of the document on the notary certificate. Attach notary certificate  
immediately following this page. If the Bidder fails to properly sign or omits the required  
signature, the bid will be considered non-responsive and will be rejected.



# JURAT

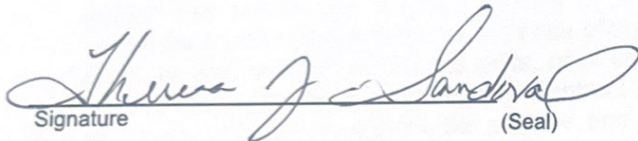
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 23 day of May,  
2023 by Tamer Khalil

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

  
Signature (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Additional information

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CITY OF LAKE ELSINORE  
CIP Project NO. Z10081

BOND NO. NA

**BIDDER'S BOND**

**DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE SIGNING  
AND STRIPING PROJECT**

**CIP PROJECT NO. Z10081**

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That we Aneen Construction, Inc., as PRINCIPAL,

hereinafter referred to as "Contractor", and The Gray Casualty & Surety Company  
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 (10%) Ten Percent of the Total  
Amount of the Bid.

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)**



CITY OF LAKE ELSINORE  
CIP Project NO. Z10081

**BIDDER'S BOND SIGNATURE PAGE**  
**DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE SIGNING  
AND STRIPING PROJECT**

**CIP PROJECT NO. Z10081**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this 23rd day of May, 2023

BIDDER:

Contractor Name: Aneen Construction, Inc.

Address: 9860 Indiana Ave., #18  
Riverside, CA 92503

Telephone No.: (909) 913-3024

CORPORATE SURETY:

Company Name: The Gray Casualty &  
Surety Company

Address: P.O. Box 6202  
Metairie, LA 70009

Telephone No.: (877) 857-6006

Print Name: TAMER KHALIL

Title: PRESIDENT

Signature: 

Date: MAY 23, 2023

Print Name: Pietro Micciche

Title: Attorney-in-Fact

Signature: 

Date: May 23, 2023

**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.







**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

Bond Number: **BB** Principal: **Aneen Construction, Inc.**  
Project: **Downtown SB-821 Gurb, gutter and sidewalk and Sumner Avenue  
Signing and Striping Project**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Patricia Zenizo, Elisabete Salazar, and Pietro Micciche of Los Angeles, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this **23rd** day of **May**, **2023**.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this **23rd** day of **May**, **2023**.

*Leigh Anne Henican*



**LIST OF SUBCONTRACTORS****DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE SIGNING  
AND STRIPING PROJECT****CIP PROJECT NO. Z10081**

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: \_\_\_\_\_ CTI

License Number: \_\_\_\_\_ 991122

Address of Office, Mill or Shop: \_\_\_\_\_ 17 Commercial Avenue  
Riverside, CA 92507

Specific Description of Sub-Contract: and Bid Items of Work: \_\_\_\_\_ 43-50

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**  
**DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE  
SIGNING AND STRIPING PROJECT**

**CIP PROJECT NO. Z10081**

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 two (2) years, provide the following required information:

1. Name (Firm/Agency) CITY OF PLACENTIA  
Address 401 e chapman ave.  
Project Title MAIN ST AND CROWTHER PARKING LOT  
Project Location CITY OF PLACENTIA  
Type of Work WHOLE PARKING LOT IMPROV  
Project Manager Contact ALEX Phone 714-961-0283  
Dated Completed APRIL 2023 Contract Amount 645,000
  
2. Name (Firm/Agency) CITY OF HEMET  
Address \_\_\_\_\_  
Project Title SIMPSON CENTER PARKING LOT IMPROVEMENT  
Project Location CITY OF HEMET  
Type of Work WHOLE PARKING LOT IMPROVEMENT  
Project Manager Contact ANTHONY Phone 562-547-8555  
Dated Completed OPEN Contract Amount 389,000
  
3. Name (Firm/Agency) CITY OF LAKE ELSINORE  
Address \_\_\_\_\_  
Project Title PARADISE ACRES  
Project Location CITY OF LAKE ELSINORE  
Type of Work DRAINAGE STRUCTURE  
Project Manager Contact CARLOS NORVANI Phone \_\_\_\_\_  
Dated Completed JAN 2023 Contract Amount 390,000

List any other projects (private, older than three (3) years, etc.) that may represent qualifying or similar experience:

4. Name (Firm/Agency) CALTRANS DIST 9  
Address BISHUP  
Project Title BORON AND DIVISON CREEK IMPROVEMENT  
Project Location BORON AND DIVISON CREEK  
Type of Work ADA IMPROVEMENT  
Project Manager Contact ENRICO DEJESUS Phone 760-925-8442  
Dated Completed JAN, 23 Contract Amount 167,000
5. Name (Firm/Agency) \_\_\_\_\_  
Address \_\_\_\_\_  
Project Title \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Project Manager Contact \_\_\_\_\_ Phone \_\_\_\_\_  
Dated Completed \_\_\_\_\_ Contract Amount \_\_\_\_\_
6. Name (Firm/Agency) \_\_\_\_\_  
Address \_\_\_\_\_  
Project Title \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Project Manager Contact \_\_\_\_\_ Phone \_\_\_\_\_  
Dated Completed \_\_\_\_\_ Contract Amount \_\_\_\_\_

**CONTRACTOR INFORMATION**

**DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE SIGNING  
AND STRIPING PROJECT**

**CIP PROJECT NO. Z10081**

Contractor's License No.: 1004775 Class: A

a. Date first obtained: 2015 Expiration 06/30/25

b. Has Bidder's License ever been suspended or revoked? N/A

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></b> <b>(If Applicable)</b>
TAMER KHALIL	PRESIDENT	1004775

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS****DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE  
SIGNING AND STRIPING PROJECT  
CIP PROJECT NO. Z10081**

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): \_\_\_\_\_

\_\_\_\_\_

3. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five (5) years?

YES / NO (circle one)

If "yes," please explain: \_\_\_\_\_

\_\_\_\_\_

4. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five (5) years?

YES / NO (circle one)

If "yes," please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



05/22/23

---

Signature

Date

TAMER KHALIL

PRESIDENT

---

Print Name

Title

ANEEN CONSTRUCTION, INC.

---

Contractor Name

**DISQUALIFICATION OR DEBARMENT**  
**DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE**  
**SIGNING AND STRIPING PROJECT**

**CIP PROJECT NO. Z10081**

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

YES / **NO** (circle one)

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

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

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

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

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

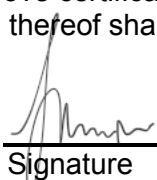
Provide Status and any Supplemental Statement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your firm been reinstated by this entity?

YES / **NO** (circle one)

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

  
Signature

\_\_\_\_\_  
Date

TAMER KHALIL

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ANEEN CONSTRUCTION, INC

\_\_\_\_\_  
Contractor Name

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

**UTILITY AGREEMENT**

**DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE  
SIGNING AND STRIPING PROJECT**

**CIP PROJECT NO. Z10081**

**HONORABLE MAYOR AND CITY COUNCIL  
CITY OF LAKE ELSINORE, CALIFORNIA**

The undersigned hereby promises and agrees that in the performance of the work specified in this contract for Project NO. Z10081, DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE SIGNING AND STRIPING PROJECT, (I) (we) (it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary, primary or transmission facilities. The term "Qualified person" is defined in Title 8, California Administrative code, Section 2700, as follows:

Qualified Person: A person who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

  
\_\_\_\_\_  
**Signature**

By: TAMER KHALIL  
\_\_\_\_\_  
Name

PRESIDENT  
\_\_\_\_\_

**Title**

ANEEN CONSTRUCTION, INC.  
\_\_\_\_\_

**Contractor Name**

**PUBLIC CONTRACT CODE****DOWNTOWN SB-821 CURB, GUTTER AND SIDEWALK AND SUMNER AVENUE  
SIGNING AND STRIPING PROJECT  
CIP PROJECT NO. Z10081****Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, State. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not   x   been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Public Contract Code Section 10162 Questionnaire**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes\_\_\_\_ No   x  

If the answer is yes, explain the circumstances in the following space.

**Public Contract Code 10232 Statement**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediate preceding two-year period because of the Contractor's failure to comply with an order of federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

  
\_\_\_\_\_  
Signature

TAMER KHALIL

\_\_\_\_\_  
Print Name

ANEEN CONSTRUCTION, INC.

\_\_\_\_\_  
Contractor Name

05/22/23

\_\_\_\_\_  
Date

PRESIDENT

\_\_\_\_\_  
Title



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/23/2023

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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).

<b>PRODUCER</b> Atchley & Associates Insurance Services 6864 Indiana Ave Suite 200 Riverside CA 92506	<b>CONTACT NAME:</b> Betsy Michel <b>PHONE (A/C, No, Ext):</b> (951) 275-0340 <b>E-MAIL ADDRESS:</b> certificates@atchleyins.com	<b>FAX (A/C, No):</b> (000) 000-000-
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral Insurance Company <b>INSURER B:</b> Evanston Insurance Company <b>INSURER C:</b> Infinity Select Ins. Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Aneen Construction, Inc. 9860 Indiana Avenue Unit 18 Riverside CA 92503-	<b>NAIC #</b> 24856 35378 20260	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CA000048577-01	03/22/2023	03/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			504-61017-6727-001	07/07/2022	07/07/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			GX000006346-01	03/22/2023	03/22/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractor's Pollution Liability Deductible: \$2,500			CPLMOL113549	10/12/2022	10/12/2023	Per Occurrence \$1,000,000 General Aggregate \$2,000,000 Transportation Pollution \$1,000,000

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

Downtown SB-821 Curb, Gutter and Sidewalk & Sumner Avenue Signing and Striping CIP Project No. Z10081

**CERTIFICATE HOLDER**
**CANCELLATION**

AI 128363

City of Lake Elsinore 130 South Main Street Lake Elsinore CA 92350-	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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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:** ANEEN CONSTRUCTION, INC.  
**Business Location:** 9860 INDIANA AVE UNIT 18  
RIVERSIDE, CA 92503-5515  
**Owner Name(s):** ANEEN CONSTRUCTION, INC.

CITY OF LAKE ELSINORE

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

**BUSINESS LICENSE NO.** 026788  
**Business Type:** GENERAL ENGINEERING CONTRACTOR

ANEEN CONSTRUCTION, INC.  
9938 MAGNOLIA AVE  
RIVERSIDE, CA 92503-3525

**Issue Date:** 7/1/2023 **Expiration Date:** 6/30/2024

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

THIS IS YOUR LICENSE • NOT TRANSFERABLE