

16) **Award of a Public Works Construction Agreement to Aneen Construction, Inc. for the Avenues Master Plan Storm Drain Improvement Project Z10032**

1. Approve and authorize the City Manager to execute the Agreement with Aneen Construction Inc. for the Avenues Master Plan Storm Drain Improvement Project in an amount not to exceed \$2,257,882.50 as approved by the City Attorney and execute change orders not to exceed a 10% contingency amount of \$225,788.00; and,
2. Authorize the City Clerk to record the Notice of Completion once it is determined the work is complete and the improvements are accepted into the City maintained drainage network.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Remon Habib, City Engineer

Date: May 14, 2024

Subject: Award of a Public Works Construction Agreement to Aneen Construction, Inc. for the Avenues Master Plan Storm Drain Improvement Project Z10032

Recommendation

1. Approve and authorize the City Manager to execute the Agreement with Aneen Construction Inc. for the Avenues Master Plan Storm Drain Improvement Project in an amount not to exceed \$2,257,882.50 as approved by the City Attorney and execute change orders not to exceed a 10% contingency amount of \$225,788.00; and,
2. Authorize the City Clerk to record the Notice of Completion once it is determined the work is complete and the improvements are accepted into the City maintained drainage network.

Background

This project will include drainage improvements including over 2,500 feet of underground storm drainpipes as well as catch basins and laterals in the "Avenues" residential neighborhood. The project will capture storm water in the nearby foothills by connecting to two sediment basins in order to capture as much hillside runoff as possible prior to runoff entering Lake Elsinore. This neighborhood has been subject to repeated flooding throughout the years.

The project was advertised on January 31, 2024. On April 09, 2024, the bids were publicly displayed. The low bidder is Aneen Construction Inc. at a total cost of \$2,257,882.50.

Discussion

Contractor Bids were secured via the city's electronic bidding portal PlanetBids on April 09, 2024, at 2:00 PM, results were made publicly visible. The City received four (4) bids from qualified contractors. Staff recommends awarding the project to the apparent qualified low bidder Aneen Construction Inc.

Award Aneen Construction, Inc.

The bid results are summarized below:

| <u>Contractor (Bidder)</u> | <u>Total Bid Amount</u> |
|----------------------------|-------------------------|
| 1. Aneen Construction Inc. | \$2,257,882.50 |
| 2. WEKA Inc. | \$3,129,988.00 |
| 3. KANA Pipeline | \$3,337,546.00 |
| 4. Kirtney Construction | \$4,580,948.00 |

Fiscal Impact

Public Works Construction Agreement will result in a cost of \$2,257,882.50 plus an additional 10% contingency. Funding for this project is allocated with the adopted CIP Budget.

Attachments

- Attachment 1- Agreement
- Exhibit A- Proposal
- Attachment 2 - Project Map

AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

Aneen Construction, Inc.

For the

Avenues Master Plan Storm Drain Improvement Project

CIP PROJECT NO. Z10032

This Agreement for Public Works Construction (“Agreement”) is made and entered into as of May 14, 2024 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:

Avenues Master Plan Storm Drain Improvement Project (the “Project”)

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

Avenues Master Plan Storm Drain Improvement Plans

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 Two Million Two-Hundred Fifty-Seven Thousand, Eight hundred-Eighty-Two Dollars and Fifty Cents (\$2,257,882.50).

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 **One Hundred Twenty (120)** 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).

v. Professional Liability Coverage 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 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
 9938 Magnolia
 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 for 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

City Manager

By: Tamer Khalil

Its: President

ATTEST:

City Clerk

By: [Click or tap here to enter text.](#)

APPROVED AS TO FORM:

Its: [Click or tap here to enter text.](#)

City Attorney

Assistant City Manager

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

**SECTION C
BID DOCUMENTS**

BIDDER'S PROPOSAL

**THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT
CIP PROJECT NO. Z10032**

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: One Hundred Twenty (120) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.

1. BID SCHEDULE A

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|---|--|------|----------|-----------|------------|
| GENERAL ITEMS | | | | | |
| 1. | Mobilization & Demobilization (Not to Exceed 5% of Bid). | LS | 1 | 95,000 | 95,000.0 |
| 2. | Site Maintenance and Best Management Practice | LS | 1 | 6,000. | 6,000. |
| 3. | Traffic Control and Public Convenience. | LS | 1 | 20,000.0 | 20,000.0 |
| 4. | Construction Survey and Re-Establishing Centerline Ties and Monuments. | LS | 1 | 27,000.0 | 27,000.0 |
| SITE DEMOLITION | | | | | |
| 5. | Sawcut, Remove and Dispose of Existing AC Pavement | SF | 28,460 | 1.50 | 42,690.0 |
| 6. | Remove And Dispose of Existing AC Berm | LF | 505 | 5.00 | 2,525.0 |
| 7. | Remove And Dispose of Existing Concrete Headwall w/ Precautionary Measures Taken to Protect the Two Existing 36" Fiberglass Pipes In-Place for Reuse | LS | 1 | 6,000.0 | 6,000.0 |
| 8. | Sawcut, Remove and Dispose of Existing Concrete Curb & Gutter | LF | 355 | 5.00 | 1,775. |
| 9. | Sawcut, Remove and Dispose of Existing Concrete Curb Only | LF | 75 | 5.00 | 375.0 |
| 10. | Sawcut, Remove and Dispose of Existing Concrete Sidewalk | SF | 440 | 3.00 | 1,320.0 |
| 11. | Sawcut, Remove and Dispose of Existing Concrete Cross-Gutter & Curb at T-Intersection | SF | 1,085 | 3.00 | 3,255.00 |
| 12. | Remove Existing Gabion Wall for Reuse (59 LF). Dispose of Existing Filter Fabric Material. | LS | 1 | 10,000.0 | 10,000 |
| 13. | Remove And Dispose of Existing 7' Wide Curb Opening Catch Basin w/ Precautionary Measures Taken to Protect the Existing 15" And 24" Storm Drain Pipes In-Place for Reuse | EA | 1 | 2000 | 2000 |
| UNCLASSIFIED EXCAVATION, SOIL EXPORT AND GRADING | | | | | |
| 14. | Earthwork Trenching & Stockpiling, Cut-Volume | CY | 4850 | 19.50 | 94,545 |
| 15. | Earthwork Backfill and Roadway Grading, Fill-Volume | CY | 2,700 | 19.50 | 52,650 |
| 16. | Off-site Hauling and Disposal of Surplus Soil Material (As-Needed) | CY | 2,150 | 15 | 32,250 |
| STREET IMPROVEMENTS | | | | | |
| 17. | Construct 8" Hot Mix Asphalt Dike Per City of Lake Elsinore Std. No. 207 | LF | 616 | 24 | 14,784 |
| 18. | Construct 4" AC Paving Over 95% Compacted Native Soils Per Soil Engineer's Recommendations | TON | 387 | 175 | 67,725 |
| 19. | Construct 6" Thick PCC Residential Driveway Approach Per City of Lake Elsinore Std. No. 207, Width Per Plan | SF | 340 | 15 | 5100 |
| 20. | Construct 8" Curb Only, Type 8A Per City of Lake Elsinore Std. No. 203 | LF | 56 | 80 | 4480 |

| | | | | | |
|------------------------------------|---|-----|-------|-------|---------|
| 21. | Construct 6' Wide Concrete Cross Gutter Only Per Section A-A Of City of Lake Elsinore Std. No. 209A and Detail 26 On Sheet 2. Construct Weakened Plane Joints for Gutter Every 10' | SF | 1,425 | 48 | 68400 |
| 22. | Construct 4' Wide Concrete Ribbon Gutter Per Detail 27 on Sheet 2 | SF | 2,580 | 40 | 103,200 |
| 23. | Construct 8" Concrete Integral Curb & Gutter Type 8 Per City of Lake Elsinore Std No. 201 | LF | 80 | 48 | 3840 |
| 24. | Cold Mill 2" Min. Of Existing AC Pavement, Crack Seal 1/4" Or Larger, And Construct 2" Min. AC Overlay Per Detail on Sheet 2 | SF | 1800 | 8.5 | 15300 |
| 25. | Construct 3' Long 0" Curb to Full Height Curb Transition | LF | 6 | 200 | 1200 |
| 26. | Construct Full Depth AC Paving. Paving To Match Existing Pavement Section. (4" Min.) | SF | 415 | 16 | 6640 |
| 27. | Construct 4" Thick Concrete Sidewalk Per City of Lake Elsinore Std No. 210 | SF | 575 | 12.1 | 6957 |
| 28. | Reinstall Gabion Wall Using Salvaged Materials with New Mirafi 140N Filter Fabric (or Approved Equal) Per Plan (59 LF) | LS | 1 | 10000 | 10000 |
| 29. | Traffic Striping & Markers, and Pavement Legends (4" Double Yellow Striping per Caltrans STD. A20A, Detail 22; 4" White Edge of Traveled Way Line per Caltrans STD. 27B; Stop Pavement Marking and 12" Limit Line Striping) | LS | 1 | 8900 | 8900 |
| 30. | Re-install Salvaged Traffic Signs with Mounting per City STD. No. 406A. | EA | 1 | 500 | 500 |
| 31. | Install MUTCD Warning Sign W3-1 (CA) With Mounting Per City of Lake Elsinore Stop Sign Installation Detail Std. Dwg. 406A | EA | 1 | 900 | 900 |
| 32. | Construct 2" AC (4" AC at Storm Drain Trench) Paving Per Detail on Sheet 2 | TON | 565 | 167 | 94355 |
| STORM DRAINAGE IMPROVEMENTS | | | | | |
| 33. | Install 15" RCP (D-LOAD Per Profile). Trench And Pipe Bedding Per RCFC&WCD Std. Dwg. No. M815 | LF | 88 | 200 | 17600 |
| 34. | Install 18" RCP (d-load per profile). Trench and pipe Bedding Per RCFC&WCD Std. Dwg. No. M815 | LF | 570 | 135 | 76950 |
| 35. | Install 24" RCP (D-Load Per Profile). Trench And Pipe Bedding Per RCFC&WCD Std. Dwg. No. M815 | LF | 72 | 190 | 7030 |
| 36. | Install 36" RCP (D-Load Per Profile). Trench And Pipe Bedding Per RCFC&WCD Std. Dwg. No. M815 | LF | 896 | 200 | 179,200 |
| 37. | Install 48" RCP (D-Load Per Profile). Trench And Pipe Bedding Per RCFC&WCD Std. Dwg. No. M815 | LF | 723 | 287 | 207501 |
| 38. | Construct Concrete Collar Per RCFC&WCD Std. Dwg. No. M803 | EA | 1 | 3000 | 3000 |
| 39. | Construct Catch Basin No. 1 Per RCFC&WCD Std. Dwg. No. CB100 – 10' C.B. | EA | 3 | 13500 | 40500 |
| 40. | Construct Catch Basin No. 1 Per RCFC&WCD Std. Dwg. No. CB100 – 14' C.B. | EA | 3 | 13750 | 41250 |
| 41. | Construct Catch Basin No. 1 Per RCFC&WCD Std. Dwg. No. CB100 – 21' C.B. | EA | 4 | 20250 | 81000 |
| 42. | Construct Catch Basin with Grate Inlets Per SPPWC Std. Plan No. 301-4 – 14' C.B. | EA | 1 | 15125 | 15125 |
| 43. | Construct Catch Basin with Grate Inlets Per SPPWC Std. Plan No. 301-4 – 21' C.B. | EA | 1 | 20000 | 20000 |
| 44. | Construct Manhole No. 2 Per RCFC&WCD Std. Dwg. M.H. 252 | EA | 11 | 7500 | 7500 |
| 45. | Construct Junction Structure No. 2 Per RCFC&WCD Std. Dwg. JS227 | EA | 1 | 3000 | 3000 |
| 46. | Construct Junction Structure - Pipe to Pipe Per SPPWC Std. Plan No. 332-2 | EA | 4 | 3600 | 14400 |
| 47. | Install Precast Jensen 24"X36" Catch Basin Model No. DI243660 With Bolted Down Traffic-Rated Trax Plate Steel Cover, Slip Resistant and Painted Black Per Detail No. 15 On Sheet 13 | EA | 1 | 8000 | 8000 |
| 48. | Install Trash Rack (Inclined) Per SPPWC Std. Dwg. 361-2 | EA | 1 | 13000 | 13000 |
| 49. | Install 18" CMP Pipe by Cutting Existing 18" CMP and Welding 18" CMP Tee Per Detail 18 on Sheet 13 | EA | 1 | 6500 | 6500 |

| | | | | | |
|-----|--|----|-----|-------|---------|
| 50. | Install 24" CMP Riser Per Detail 13 On Sheet 15 (CMP Shall Be Polymer Lined Per ASTM Std. A762, AASHTO Std. M245, Inside and Out) | EA | 1 | 3000 | 3000 |
| 51. | Construct Concrete Headwall and Wingwalls Per Caltrans Std. Plan D90 With Concrete Cutoff Wall - 4.0' Deep, 12" Wide w/ #4 @ 12" E.W. | EA | 1 | 40230 | 40230 |
| 52. | Construct Grouted 1/4 Ton Rip-Rap, 2.7 Deep w/ Mirafi 1100N Filter Fabric Per Detail No. 16 on Sheet 13 (3,100 SF) | LS | 1 | 7000 | 7000 |
| 53. | Construct Local Depression No. 2 Per RCFC&WCD Std. Dwg. No. LD201 and Per Detail on Sheet 3 | EA | 11 | 3500 | 38500 |
| 54. | Connect RCP Pipe to Catch Basin or Manhole Structure Per Plan. Apply Non-Shrink Grout to Form a Water Tight Seal | EA | 56 | 465 | 26040 |
| 55. | Install 36"x72" Precast Reinforced Concrete Box Per CALTRANS Std. No. D83A D83B | LF | 554 | 590 | 326,860 |
| 56. | Construct Transition Structure for RCB to Pipe per SPPWC Std. Plan No. 342-2 | EA | 1 | 22000 | 22000 |
| 57. | Construct Junction Structure to Connect Pipe to RCB per SPPWC Std. Plan No. 333-2 | EA | 4 | 3500 | 14000 |
| 58. | Construct manhole Structure per SPPWC Std. Plan No. 323-4 | EA | 2 | 7500 | 15000 |
| 59. | Install (Modified) Cast-in-Place Reinforced Concrete Junction Structure per CALTRANS Std. Plan No. D91A | EA | 1 | 30000 | 30000 |
| 60. | Install 24" Flap Gate (Hydrogate or Approved Equal) | EA | 1 | 8000 | 8000 |
| 61. | Remove interfering Portion of Exist. 30" Water Line and Cap Ends. Install 48" Steel Casing per EVMWD Std. Plan W-6 (Casing Only for Future Use). Cap Ends. | LF | 20 | 1100 | 22000 |
| 62. | Install Bio-Clean Full Capture Filter with 21' Trough System Curb Opening Catch Basin Model No. CIF-Full-24. | EA | 4 | 8000 | 32000 |
| 63. | Install Bio-Clean Full Capture Filter with 14' Trough System Curb Opening Catch Basin Model No. CIF-Full-24. | EA | 2 | 8000 | 16000 |
| 64. | Install Bio-Clean Full Capture Filter with 10' Trough System Curb Opening Catch Basin Model No. CIF-Full-24. | EA | 3 | 8000 | 24000 |
| 65. | Install Bio-Clean's Connector Pipe Screen (CPS) Model No. U 4.7 x 24. | EA | 2 | 3500 | 7000 |

TOTAL BID PRICE:

| | |
|---|--|
| TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT | |
| \$ | 2,257,882.5 |
| | Total Bid Price in Numbers |
| \$ | <i>two million two hundred fifty seven thousand eight hundred eighty two dollars and fifty cents</i> |
| | 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: 4/7/24 By: Tamer Khalil

Contractor's State License No.: 1004775

Class: A

Department of Industrial Relations Registration No: 1000033880

Registration Date: 6/30/22 Expiration Date: 6/30/25

Address: 9938 Magnolia

Riverside, CA 92503

Phone: 909-913-3024

FAX: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED

**THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT
CIP PROJECT NO. Z10032**

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

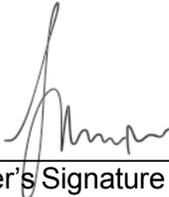
Addendum No. 1 x

Addendum No. 2

Addendum No. 3

Addendum No. 4

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

4/7/24

Date

Tamer Khalil

Print Name

President

Title

NON-COLLUSION AFFIDAVIT

THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT

CIP PROJECT NO. Z10032

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE) SS

Tamer Khalil

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

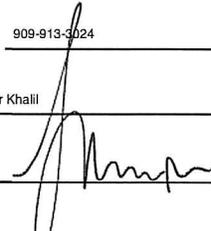
That he or she is _____ President _____ of
(sole owner, partner or other proper title)

Aneen Construction 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: 9938 Magnolia, Riverside CA 92503

Telephone No.: 909-913-3024

Print Name: Tamer Khalil

Signature: 

Title: President

Date: 4/7/24

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 8TH day of APRIL, 20 24,
by TAMER KHALIL

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

Signature 



(Seal)

LIST OF SUBCONTRACTORS

THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT

CIP PROJECT NO. Z10032

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: T Maus

License Number: 992056
Address of Office, Mill or Shop: 1953 n. warren rd san Jacinto, ca
Specific Description of Sub-Contract: and Bid Items of Work: paving

Name Under Which Subcontractor is Licensed: Champions structures

License Number: 1090063
Address of Office, Mill or Shop: 24720 Superior ave
Specific Description of Sub-Contract: and Bid Items of Work structures

Name Under Which Subcontractor is Licensed: Superior Pavements Markers

License Number: 776306
Address of Office, Mill or Shop: 5312 Cypress Street
Specific Description of Sub-Contract: and Bid Items of Work: striping

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
THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT
CIP PROJECT NO. Z10032

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 & Crowther Parking Lot
Project Location City of Placentia
Type of Work Parking Lot Improvement
Project Manager Contact Alex Banjian 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
Project Location City of Hemet
Type of Work Whole parking lot
Project Manager Contact Anthony Flores Phone 562-547-8555
Dated Completed _____ Contract Amount 389,000

- 3. Name (Firm/Agency) City of Lake Elsinore
Address 130 S Main Street
Project Title Paradise Acres
Project Location City of Lake Elsinore
Type of Work Drainage structure
Project Manager Contact Carlos Norvani Phone 951-674-3124
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) Caltrains District 9
Address Bishop
Project Title Boron and Division Creek Improvements
Project Location Boron & Division Creek
Type of Work ADA Improvement
Project Manager Contact Enrico De Jesus Phone 760-925-8442
Dated Completed Jan 2023 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

THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT
CIP PROJECT NO. Z10032

Contractor's License No.: 1004775 Class: A

a. Date first obtained: 2015 Expiration 6/30/25

b. Has Bidder's 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):

| <u>NAME</u> | <u>TITLE</u> | <u>LICENSE NO.</u> (If Applicable) |
|---------------------|---------------------|---|
| <u>Tamer Khalil</u> | <u>President</u> | <u>1004775</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT

CIP PROJECT NO. Z10032

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)

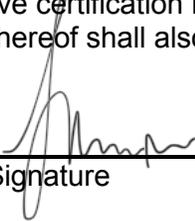
If "yes," please explain: _____

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.



Signature Date

Tamer Khalil President

Print Name Title

Aneen Construction, Inc.

Contractor Name

DISQUALIFICATION OR DEBARMENT
THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT
CIP PROJECT NO. Z10032

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: _____

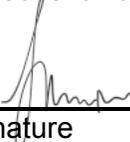
Reason: _____

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.

| | |
|---|-----------|
|  | 04-09-24 |
| 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

THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT

CIP PROJECT NO. Z10032

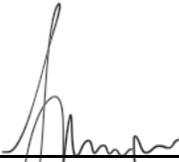
**HONORABLE MAYOR AND CITY COUNCIL
CITY OF LAKE ELSINORE, CALIFORNIA**

The undersigned hereby promises and agrees that in the performance of the work specified in this contract for Project No. Z10032, THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT 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

**THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT
CIP PROJECT NO. Z10032**

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:

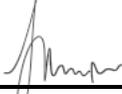
Yes ___ No x

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 | 4/7/24 Date President |
| Print Name Aneen Construction, Inc. | Title |
| Contractor Name | |

BOND NO. N/A

BIDDER'S BOND

THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT

CIP PROJECT NO. Z10032

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 Ten Percent of the Total Amount of the 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
THE AVENUES MASTER PLAN STORM DRAIN IMPROVEMENT PROJECT

CIP PROJECT NO. Z10032

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this 9th day of April, 2024

BIDDER:

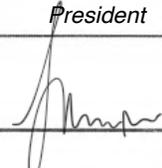
Contractor Name: Aneen Construction, Inc.

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

Telephone No.: (909) 913-3024

Print Name: Tamer Khalil

Title: President

Signature: 

Date: April 9th, 2024

CORPORATE SURETY:

Company Name: The Gray Casualty & Surety Company

Address: 1225 W. Causeway Approach
Mandeville, LA 70471

Telephone No.: (877) 857-6006

Print Name: Pietro Micciche

Title: Attorney-in-Fact

Signature: 

Date: April 9th, 2024

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

On April 9th, 2024 before me, Angel Nunez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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

GENERAL POWER OF ATTORNEY

Bond Number: **BB** Principal: **Aneen Construction, Inc.**
Project: **The Avenues Master Plan Storm Drain Improvement 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, Angel Nunez, 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 26th 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 4th 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 4th 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 9th day of April, 2024.

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 9th day of April, 2024.

Leigh Anne Henican



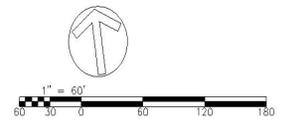
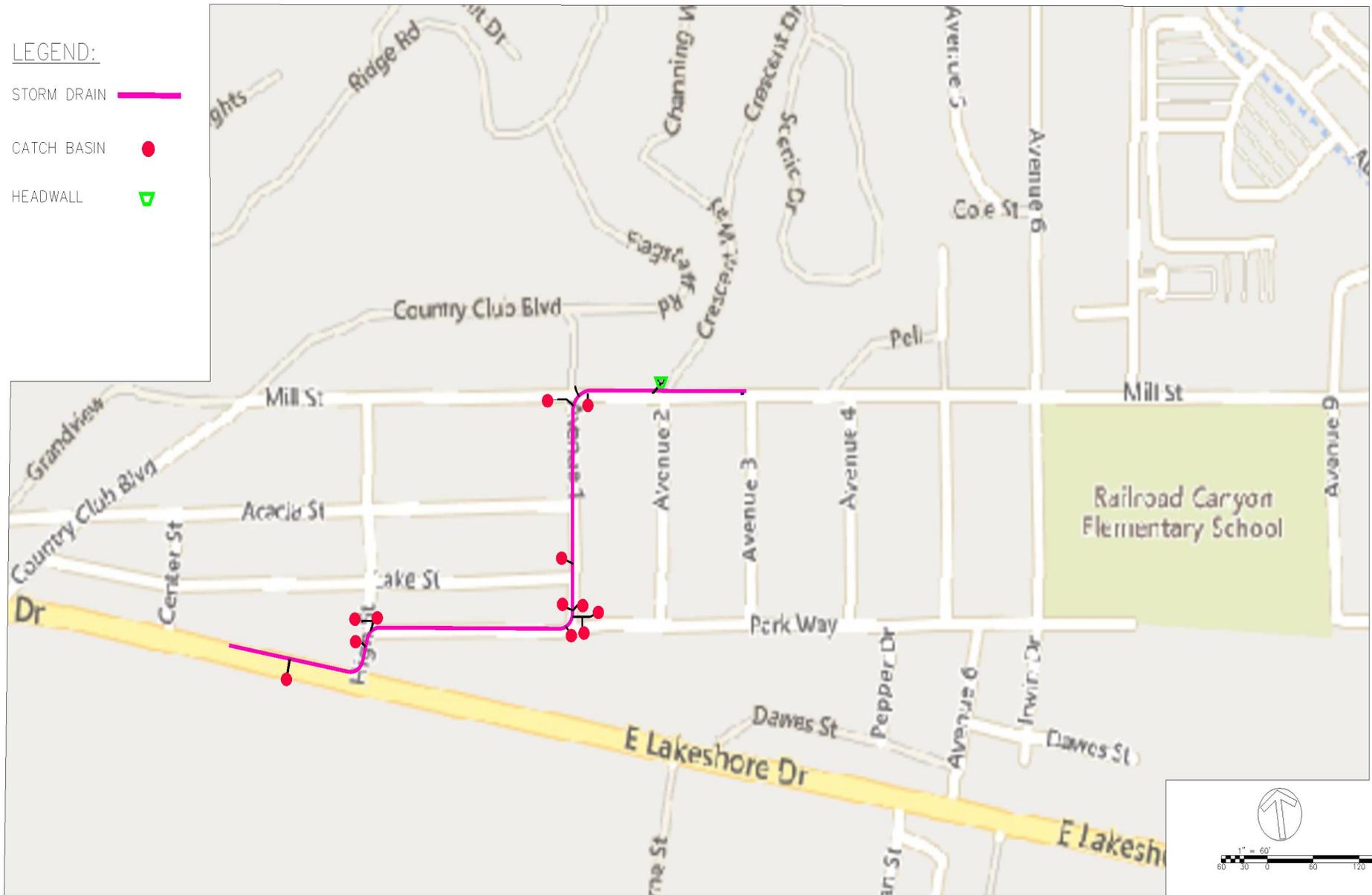
AVENUES STORM DRAIN PROJECT EXHIBIT

LEGEND:

STORM DRAIN 

CATCH BASIN 

HEADWALL 



| | |
|-----------------------|-------------|
| CITY OF LAKE ELSINORE | SHEET 1 |
| AVENUES STORM DRAIN | OF 1 SHEETS |