

Agreement No. _____

AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

Aneen Construction, Inc.

For the

**Camino Del Norte
Guardrail Project**

CIP PROJECT NO. Z10030

This Agreement for Public Works Construction ("Agreement") is made and entered into as of April 12, 2022 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:

Camino Del Norte Guardrail 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:

Camino Del Norte Guardrail 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-hundred fifty two thousand, four hundred-ninety dollars (\$252,490.00).

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

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Completion of Work.

a. Contractor shall perform and complete all work within Thirty-Five (35) 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 **Five Hundred dollars (\$500.00)** 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
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 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"

[insert Contractor name], a [insert entity type]

DocuSigned by:

Jason Simpson
City Manager

4/23/2022 | 8:33 PM PDT

DocuSigned by:

[Signature]

4/23/2022 | 6:08 PM PDT

By: Tamer Khalil

Its: President

ATTEST:

DocuSigned by:

CAJ
City Clerk

4/25/2022 | 8:45 AM PDT

By:

Its:

APPROVED AS TO FORM:

DocuSigned by:

Barbara Leibold
City Attorney

4/23/2022 | 5:57 PM PDT

DocuSigned by:

Shannon Buckley
Director of Administrative Services

4/19/2022 | 8:46 AM PDT

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

**SECTION C
BID DOCUMENTS**

CITY OF LAKE ELSINORE
CIP Project No. Z10030

BIDDER'S PROPOSAL

**CAMINO DEL NORTE GUARDRAIL PROJECT
CIP PROJECT NO. Z10030**

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: Thirty-Five (35) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.

BID SCHEDULE A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	20,000	20,000
2	CLEARING AND GRUBBING	LS	1	10,000	10,000
3	TRAFFIC CONTROL	LS	1	10,000	10,000
4	DUST ABATEMENT	LS	1	5,000	5,000
5	K-RAIL REMOVAL COORDINATION	L1	1	1.00	1.00
6	DELINEATOR REMOVAL	EA	52	61.00	3,172.00
7	MIDWEST GUARDRAIL SYSTEM- TYPE 11B (STEEL POST)	LF	1948	53.50	104,218
8	MIDWEST GUARDRAIL SYSTEM- TYPE 11E (STEEL POST)	LF	136	62.00	8,432.00
9	GUARD RAILING DELINEATOR	EA	102	20.00	2,040.00
10	END TERMINAL SYSTEM (SRT M10)	EA	9	5,403	48,627
11	BACKFILL AC DIKE 4' WIDE MIN. AND COMPACT SOIL TO 90%	SF	8200	5.00	41,000
TOTAL BID PRICE					252,490.00

**TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR
CAMINO DEL NORTE GUARDRAIL PROJECT Z10030**

\$ _____ 252,490.00
Total Bid Price in Numbers

\$ _____ two hundred fifty two thousand, four hundred ninety dollars and zero cents
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.**

CITY OF LAKE ELSINORE
CIP Project No. Z10030

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.

ContractorDate: MARCH-22-2022 By: TAMER KHALILContractor's State License No.: 1004775Class: CLASS ADepartment of Industrial Relations Registration No: 1000033880Registration Date: DEC-30-2020 Expiration Date: JUN-30-2022Address: 9860 INDIANA AVE. #18 RIVERSIDE, CA 92503Phone: 909-913-3024FAX:

CITY OF LAKE ELSINORE
CIP Project No. Z10030

ACKNOWLEDGMENT OF ADDENDA RECEIVED

**CAMINO DEL NORTE GUARDRAIL PROJECT
CIP PROJECT NO. Z10030**

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

MARCH-22-2022

Date

TAMER KHALIL

Print Name

PRESIDENT

Title

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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)

On 3/16/2022 before me, K. DUNN - NOTARY PUBLIC
(here insert name and title of the officer)

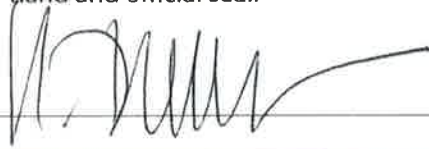
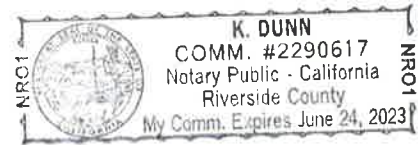
personally appeared TAMER KHALIL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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(s), or the entity upon behalf of which the person(s) 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

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s): _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information**Method of Signer Identification**

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

CITY OF LAKE ELSINORE
CIP Project No. Z10030

BOND NO. N/A

BIDDER'S BOND
CAMINO DEL NORTE GUARDRAIL PROJECT
CIP PROJECT NO. Z10030

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That we Aneen Construction, Inc., as PRINCIPAL,

hereinafter referred to as "Contractor", and American Contractors Indemnity 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 (10%) 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. Z10030

BIDDER'S BOND SIGNATURE PAGE
CAMINO DEL NORTE GUARDRAIL PROJECT

CIP PROJECT NO. Z10030

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this 22nd day of March, 20 22

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: [Signature]

Date: MARCH 17, 2022

CORPORATE SURETY:

Company Name: American Contractors Indemnity Company
Address: 801 S. Figueroa St., Suite 700
Los Angeles, CA 90017
Telephone No.: (310) 649-0990

Print Name: Patricia Zenizo

Title: Attorney-in-Fact

Signature: [Signature]

Date: March 22, 2022

SIGNING INSTRUCTIONS TO THE CONTRACTOR

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

Corporate Seal may be affixed hereto.

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

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

CITY OF LAKE ELSINORE
CIP Project No. Z10030

BIDDER'S BOND SIGNATURE PAGE
CAMINO DEL NORTE GUARDRAIL PROJECT

CIP PROJECT NO. Z10030

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this 22nd day of March, 2022

BIDDER:

Contractor Name: Anen Construction, Inc.
Address: 9860 Indiana Ave., #18
Riverside, CA 92503
Telephone No.: (909) 913-3024

Print Name: TAMER KHALIL

Title: PRESIDENT

Signature: [Signature]

Date: MARCH 17, 2022

CORPORATE SURETY:

Company Name: American Contractors Indemnity Company
Address: 801 S. Figueroa St., Suite 700
Los Angeles, CA 90017
Telephone No.: (310) 649-0990

Print Name: Patricia Zenizo

Title: Attorney-in-Fact

Signature: [Signature]

Date: March 22, 2022

SIGNING INSTRUCTIONS TO THE CONTRACTOR

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

Corporate Seal may be affixed hereto.

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

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

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 MAR 22 2022before me, Elisabete Salazar, Notary Public

Date

*Here Insert Name and Title of the Officer*personally appeared Patricia Zenizo*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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(s), or the entity upon behalf of which the person(s) 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: _____

**TOKIOMARINE
HCC**

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

PATRICIA ZENIZO, PIETRO MICCICHE, ELISABETE SALAZAR of GLENDALE, CALIFORNIA

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars

(***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By: [Signature]

Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of March, 2022.

Corporate Seals
Bond No. BB

Agency No. 3057



[Signature]
Kio Lo, Assistant Secretary

CITY OF LAKE ELSINORE
CIP Project No. Z10030

BOND NO. 1001148682

PREMIUM \$4,545.00

Premium Based on
Final Contract Amount

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

WHEREAS, the City Council of the City of Lake Elsinore, State of California, has awarded to and entered into an Agreement with Aneen Construction, Inc. (hereinafter designated as "Principal") whereby Principal agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as

CAMINO DEL NORTE GUARDRAIL PROJECT
CIP PROJECT NO. Z10030

is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond guaranteeing the faithful performance of said Agreement.

NOW THEREFORE, we the undersigned Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Lake Elsinore (hereinafter designated as "City") in the penal sum of Two Hundred Fifty Two Thousand Four Hundred Ninety and No/100 dollars (\$252,490.00), lawful money of the United States, for which payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

(SIGNATURE PAGE FOLLOWS)

CITY OF LAKE ELSINORE
CIP Project No. Z10030

BOND NO. 1001148682

SIGNATURE PAGE TO FAITHFUL PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above
named and we have hereunto set our hands, and seals on this 22nd day
of April 2022.

BIDDER/PRINCIPAL:

SURETY:

Principal Name: Aneen Construction, Inc.

Name: American Contractors Indemnity Company

Address: 9860 Indiana Ave., #18

Address: 801 S. Figueroa St., Suite 700

Riverside, CA 92503

Los Angeles, CA 90017

Telephone No.: (909) 913-3024

Telephone No.: (310) 649-0990

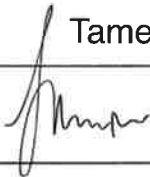
Print Name: _____

Tamer khalil

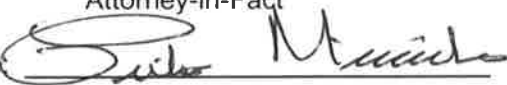
Print Name: Pietro Micciche

Attorney-in-Fact

Signature: _____



Signature: _____



Approved as to Form this

_____ day of _____ 20_____

City Attorney
City of Lake Elsinore

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

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 APR 22 2022 before me, Elisabete Salazar, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Pietro Micciche
Name(s) of Signer(s)

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



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

PATRICIA ZENIZO, PIETRO MICCICHE or ELISABETE SALAZAR of GLENDALE, CALIFORNIA

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By: 

Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of April, 2022.

Corporate Seals

Bond No. 1601148682

Agency No. 3057




Kio Lo, Assistant Secretary

CITY OF LAKE ELSINORE
CIP Project No. Z10030

BOND NO. 1001148682

PREMIUM \$ Included in Performance Bond

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

WHEREAS, the City Council of the City of Lake Elsinore, State of California, has awarded to and entered into an Agreement with Aneen Construction, Inc. (hereinafter designated as "Principal") whereby the Principal agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as

CAMINO DEL NORTE GUARDRAIL PROJECT
CIP PROJECT NO. Z10030

is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Agreement, said Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Lake Elsinore to secure the payment of claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we the undersigned Principal and American Contractors Indemnity Company, as Surety are held and firmly bound unto the City of Lake Elsinore (hereinafter designated as "City") and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement as referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, in the sum of Two Hundred Fifty Two Thousand Four Hundred Ninety and No/100 dollars (\$ 252,490.00), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work and labor, that the Surety will pay for the same in an amount not exceeding the sum specified in this bond. In the event suit is brought upon this bond, the Surety shall pay in addition to the face amount thereof, all costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered

It is expressly stipulated and agreed that this bond shall inure to the benefit of any of the persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

(SIGNATURE PAGE FOLLOWS)

CITY OF LAKE ELSINORE
CIP Project No. Z10030

BOND NO. 1001148682

SIGNATURE PAGE TO LABOR AND MATERIALS BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above
named and we have hereunto set our hands, and seals on this 22nd day
of April 2022.

BIDDER/PRINCIPAL:

SURETY:

Principal Name: Aneen Construction, Inc.

Name: American Contractors Indemnity Company

Address: 9860 Indiana Ave., #18

Address: 801 S. Figueroa St., Suite 700

Riverside, CA 92503

Los Angeles, CA 90017

Telephone No.: (909) 913-3024

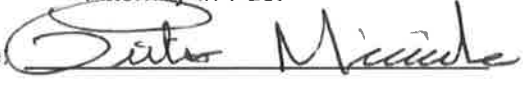
Telephone No.: (310) 649-0990

Print Name: Tamer Khalil

Print Name: Pietro Micciche

Signature: 

Attorney-in-Fact

Signature: 

Approved as to Form this

 day of 20

City Attorney
City of Lake Elsinore

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

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)

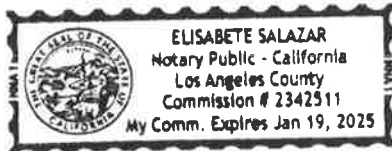
On APR 22 2022 before me, Elisabete Salazar, Notary Public
Date Here Insert Name and Title of the Officer

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

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ 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~~(s)~~, or the entity upon behalf of which the person~~(s)~~ 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]*
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: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

PATRICIA ZENIZO, PIETRO MICCICHE or ELISABETE SALAZAR of GLENDALE, CALIFORNIA

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of April, 2022.

Corporate Seals
Bond No. 100148682



Kio Lo, Assistant Secretary

Agency No. 3057

LIST OF SUBCONTRACTORS**CAMINO DEL NORTE GUARDRAIL PROJECT****CIP PROJECT NO. Z10030**

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: ALCORN FENCE COMPANY
DIR NO. 1000001986

License Number: 122954 EXP. FEB-28-2022

Address of Office, Mill or Shop: 6445 PEDLEY ROAD, RIVERSIDE, CA 92509

Specific Description of Sub-Contract: and Bid Items of Work: GUARDRAIL, LINE ITEMS 7-10

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
CAMINO DEL NORTE GUARDRAIL PROJECT**CIP PROJECT NO. Z10030**

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 CORONA PUBLIC WORKS
Address 400 SOUTH VICENTIA AVE., CORONA, CA, 92879
Project Title OVERLOOK
Project Location CITY OF CORONA SOUTH
Type of Work STREET IMPROVEMENT, GUARDRAIL, RETAINING WALLS AND GRADING
Project Manager Contact PETER RAMEY Phone 909-855-1720
Dated Completed FEB-2021 Contract Amount 890,000

2. Name (Firm/Agency) CITY OF RIVERSIDE PUBLIC WORKS
Address 3900 MAIN ST, RIVERSIDE, CA, 92522
Project Title WILLIAM ST. IMPROVEMENTS
Project Location CITY OF RIVERSIDE
Type of Work STREET IMPROVEMENTS
Project Manager Contact DAVID HATCH Phone 951-288-3633
Dated Completed JUL-2021 Contract Amount 320,00

3. Name (Firm/Agency) CITY OF CORONA
Address 400 SOUTH VICENTIA AVE., CORONA, CA, 92879
Project Title ONTARIO AVE.
Project Location CITY OF CORONA
Type of Work STREET IMPROVEMENT
Project Manager Contact PETER RAMEY Phone 909-855-1720
Dated Completed DEC-2020 Contract Amount 780,000

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

4. Name (Firm/Agency) _____
Address _____
Project Title _____
Project Location _____
Type of Work _____
Project Manager Contact _____ Phone _____
Dated Completed _____ Contract Amount _____
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

CAMINO DEL NORTE GUARDRAIL PROJECT

CIP PROJECT NO. Z10030

Contractor's License No.: 1004775 Class: CLASS A

a. Date first obtained: JUN-26-2015 Expiration JUN-30-2023

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></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

CITY OF LAKE ELSINORE
CIP Project No. Z10030

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

CAMINO DEL NORTE GUARDRAIL PROJECT

CIP PROJECT NO. Z10030

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: _____

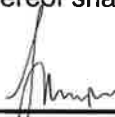
4. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five (5) years?

YES / **NO** (circle one)

If "yes," please explain: _____

CITY OF LAKE ELSINORE
CIP Project No. Z10030

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.

	MARCH-22-2022
Signature	Date
TAMER KHALIL	PRESIDENT
Print Name	Title
ANEEN CONSTRUCTION, INC.	
Contractor Name	

CITY OF LAKE ELSINORE
CIP Project No. Z10030

DISQUALIFICATION OR DEBARMENT
CAMINO DEL NORTE GUARDRAIL PROJECT

CIP PROJECT NO. Z10030

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: _____

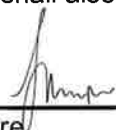
Reason: _____

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.

	MARCH-22-2022
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.

CITY OF LAKE ELSINORE
CIP Project No. Z10030

UTILITY AGREEMENT

CAMINO DEL NORTE GUARDRAIL PROJECT

CIP PROJECT NO. Z10030

**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. Z10030, CAMINO DEL NORTE GUARDRAIL 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

CITY OF LAKE ELSINORE
CIP Project No. Z10030

PUBLIC CONTRACT CODE

**CAMINO DEL NORTE GUARDRAIL PROJECT
CIP PROJECT NO. Z10030**

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.

		MARCH-22-2022	
Signature		Date	
TAMER KHALIL		PRESIDENT	
Print Name		Title	
ANEEN CONSTRUCTION, INC.			
Contractor Name			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2022

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

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

PRODUCER KRAFT LAKE INSURANCE AGENCY INC PO BOX 1426 GRAND RAPIDS MI 49501		CONTACT NAME: Chubb Customer Service Center PHONE (A/C, No, Ext): 866-972-2727 FAX (A/C, No): E-MAIL: chubbcs@chubb.com ADDRESS:															
INSURED ANEEN CONSTRUCTION INC. 9860 Indiana Ave Ste 18 RIVERSIDE CA 92503-0203		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE Property And Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE Property And Casualty Insurance Company	20699	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SERCAD962083273N	06/11/2021	06/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SERCAD962083273N	06/11/2021	06/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Occurrence/Aggregate \$ Incl w/in GL Limits
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elsinore 130 south Main Street Lake Elsinore, CA 92530	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;">Wanona Roderick</p>
---	---



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/18/2022

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

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

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com														
INSURED Aneen Construction, inc. 9860 indiana ave 18 Riverside, CA 92503	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Direct Insurance Company</td> <td>10391</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Direct Insurance Company	10391	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N9WC562902	04/19/2022	04/19/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

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

Contractor License #:1004775

Exclusions:

Tamer Khalil;

CERTIFICATE HOLDER
CANCELLATION

City of Lake Elsinore 130 S Main street Lake Elsinore, CA 92530	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 <i>[Signature]</i>
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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.

ANEEN CONSTRUCTION, INC.
9860 INDIANA AVE UNIT 18
RIVERSIDE, CA 92503-5515

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

Issue Date: 4/15/2022

Expiration Date: 4/30/2023

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

TO BE POSTED IN A CONSPICUOUS PLACE

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