



**SUBMITTAL TO THE BOARD OF DIRECTORS  
RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
13.6  
(ID # 3062)

**MEETING DATE:**

Tuesday, December 6, 2016

**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARK & OPEN SPACE DISTRICT: Splash Pad Expansion at Lake Skinner Recreation Area, Winchester, California –Approve Award of Contract; District 3; [Development Impact Fees (DIF) Western Riverside County Regional Park Facilities Fund No. 30528 \$1,508,392.38]

**RECOMMENDED MOTION:** That the Board of Directors:

1. Authorize the use of up to \$1,508,392.38 of Development Impact Fees (DIF) Western Riverside County Regional Park Facilities Fund No. 30528 for costs associated with the Lake Skinner Recreation Area Improvements project; and
2. Direct the Executive Office to transfer up to \$1,508,392.38 from DIF Western Riverside County Regional Park Facilities, as needed, pursuant to billings received from the Park District; and
3. Approve Addendum #1 to the project bid documents issued prior to the November 2, 2016 bid opening; and

**ACTION:** Policy

Scott Bangle, Director-General Manager / Park Director

11/28/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,508,392.38	\$0	\$1,508,392.38	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Development Impact Fees (DIF) Western Riverside County Regional Park Facilities Fund No. 30528			<b>Budget Adjustment:</b> NO	
			<b>For Fiscal Year:</b> 2016-17	

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Ashley, seconded by Director Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: Benoit  
Date: December 6, 2016  
xc: Parks, EO

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

13.6 D

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

4. Accept the low bid submitted by Western Rim Constructors Inc. in the sum amount of \$1,508,392.38 for the Base Bid and Bid Alternates #1, 3, 4 and 5; and
5. Waive any minor irregularities and Award the contract to Western Rim Constructors Inc. and authorize the Chairman of the Board of Directors for the District to execute the contract documents; and
6. Approve the proposed budget for the project.

**BACKGROUND:**

**Summary**

In 2009, the Riverside Regional Park and Open-Space District ("District") completed an improvement/expansion project that included walking trails, a large natural amphitheater, a themed splash pad/rock climbing area and improved parking facilities. The themed splash pad has proven to be a popular destination for day-use within the park. It is often at capacity and currently too small to safely accommodate its users.

On September 22, 2015, your honorable Board authorized an agreement between the Schmidt Group and the District for the design-development documents to expand the splash pad facility and other related improvements to the day-use area. The expansion will include the addition of: new water play areas and themed water play features designed to service the special needs community; updated surfacing (including rubberized materials as well as textured and colored concrete) throughout the facility; expansion of water and filtration system all to expand capacity, durability, and ease of maintenance. The project will include improved amenities to the perimeter of the splash pad areas consistent with existing themes. The project is within the available budget. The development documents are complete.

County Counsel has reviewed the Construction Contract with exhibits and approved as to form.

The initial Invitation to Bid was advertised on August 10, 2016. Upon conducting a mandatory pre-bid walk on August 17, 2016, we received one bid on September 6, 2016 for the project. Upon rigorous review of the bid by County Counsel and District staff, we rejected the bid based on material irregularities. A second Invitation to Bid was advertised on October 8, 2016. On October 19, 2016, we conducted the second mandatory pre-bid walk with 5 contractors. On November 2, 2016, two bids were received. Upon review by Country Counsel and District staff, it is recommended that the low base bid of \$1,321,167.38 and four bid alternates for the total cost of \$1,508,392.38 be accepted.

**Impact on Citizens and Businesses**

The expansion improvements to splash pad and surrounding area will provide the park patrons with a more functional and safe place to enjoy for many years to come.

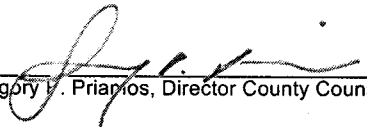

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Contract History and Price Reasonableness**

The construction award is for a total dollar amount of one million five hundred and eight thousand three hundred ninety-two dollars and 38/100 cents (\$1,508,392.38), includes a five percent project contingency. The engineer's estimate for the proposed work was approximately one million six hundred and twenty six thousand eight hundred and fifty four dollars and 75/100 cents (\$1,626,854.75). The Park District believes this cost to be within industry standard and is an acceptable cost for the proposed work.

**Attachments:**

Construction Contract with Exhibits

	
Gregory V. Priarios, Director County Counsel	Alex Gann
11/22/2016	11/30/2016

**CONSTRUCTION AGREEMENT  
FOR THE  
LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION PROJECT**

This Construction Contract is entered into at Riverside, California on December 6, 2016, and is between the **Riverside County Regional Park and Open-Space District, a special district**, thereafter called "**DISTRICT**" and Western Rim Constructors, Inc., a California corporation, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to DISTRICT its bid for the Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596 hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and DISTRICT has accepted said bid.
2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
3. Contract Documents: The entire contract consists of the following:
  - a. This Construction Contract;
  - b. The Notice Inviting Bids for the Request for Bids for the Construction Improvements to "Lake Skinner Recreation Area Splash Pad Project, 37701 Warren Road, Winchester Ca. 92596"
  - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable DISTRICT, State and Federal requirements for the project;
  - d. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
  - e. Any change orders issued for the project;
  - f. Any additional or supplemental specifications or drawings issued for the project; and
  - g. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Scope of Work: The Contractor agrees to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items and CONTRACTOR shall do all things necessary to accomplish and complete the work described in and in strict accordance with all of the Contract Documents. CONTRACTOR shall commence after receipt of the Notices to Proceed at the time and date specified by the DISTRICT.

5. Time for Completion: The work shall be commenced on a date to be specified in a written order from the DISTRICT and shall be completed within ONE HUNDRED SIXTY (160) days following the date specified in DISTRICT's written order.

6. Compensation: DISTRICT agrees to pay and the CONTRACTOR agrees to accept in full consideration for the performance of all the work and will be paid the following total amount in the manner set forth in the Contract Documents:

**\$1,508,392.38**  
(In Figures)

**ONE MILLION FIVE HUNDRED EIGHT THOUSAND THREE HUNDRED NINETY-TWO DOLLARS  
AND THIRTY EIGHT CENTS**  
(In Words)

Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract."

**A. BASE BID**

**LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION PROJECT**

<b>BASE BID</b>						
<b>GENERAL</b>						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
1	Mobilization	LS	1		\$121,731.00	\$121,731.00
2	Provide and install SWPPP best Management practices/ erosion control.	LS	1		\$11,400.00	\$11,400.00
		Lump Sum		\$		\$ <b>\$133,131.00</b>
<b>ONE HUNDRED THIRTY THREE THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS</b>						(In Figures)
(In Words)						
<b>DEMOLITION</b>						
3	Clear and grub including removal of resilient surfacing, concrete paving, synthetic turf, planting, etc and dispose off site.	LS	1		\$33,639.65	\$33,639.65
		Lump Sum		\$		\$ <b>\$33,639.65</b>
<b>THIRTY THREE THOUSAND SIX HUNDRED THIRTY NINE DOLLARS AND SIXTY-FIVE CENTS</b>						(In Figures)
(In Words)						
<b>EARTHWORK</b>						
4	Provide grading improvements per plans and specifications complete including remedial grading and over excavation and re-compaction per geotechnical report recommendations.	LS	1		\$33,474.00	\$ 33,474.00
		Lump Sum		\$		\$ <b>\$33,474.00</b>
						(In Figures)
(In Words)						

<b>STORM DRAIN SYSTEM</b>						
5	Provide and install storm drain system per plans and specifications, complete.	LS	1		\$50,340.00	\$ 50,340.00
		Lump Sum		\$		\$ \$ 50,340.00
<b>FIFTY THOUSAND THREE HUNDRED FORTY DOLLARS</b>						(In Figures)
(In Words)						
<b>SPLASH PAD MECHANICAL SYSTEM</b>						
6	Provide and install balance tank, rain diverter replacement, eye washing enclosure, repaired nozzles and activators, equipment room improvements, including all piping, equipment, wiring, etc per plan and specifications, complete.	LS	1		\$346,503.00	\$ 346,503.00
		Lump Sum		\$		\$ \$ 346,503.00
<b>THREE HUNDERED FORTY-SIX THOUSAND FIVE HUNDERED THREE DOLLARS</b>						(In Figures)
(In Words)						
<b>CONSTRUCTION ITEMS</b>						
7	Provide and install concrete paving, natural gray per plans and specifications, complete.	LS	1		\$28,916.00	\$ 28,916.00
8	Provide and install integral color concrete paving with gray cement and grace top cast finish at upper splash pad per plans and specifications, complete.	LS	1		\$16,595.00	\$ 16,595.00
9	Provide and install integral color concrete paving, color: euroblue (cobalt) with white cement and grace top cast finish per plans and specifications, complete.	LS	1		\$41,921.00	\$ 41,921.00
10	Provide and install integral color concrete paving, color: mesa buff with gray cement and grace top cast finish at lower splash pad plaza per plans and specifications, complete.	LS	1		\$52,552.00	\$ 52,552.00
11	Provide and install integral color concrete paving, color: Yellow with white cement to match existing per plans and specifications, complete.	LS	1		\$27,598.00	\$ 27,598.00
12	Provide and install rubberized play surfacing over existing base at climbing wall per plans and specifications, complete.	LS	1		\$42,066.00	\$ 42,066.00
13	Provide and install integral color concrete accent walls with gray cement per plans and specifications, complete.	LS	1		\$32,190.00	\$ 32,190.00
14	Provide and install concrete curbs per plans and specifications, complete.	LS	1		\$5,760.00	\$ 5,760.00
15	Provide and install integral color concrete stairs including cheek walls, handrails, etc between splash pads per plans and	LS	1		\$23,520.00	\$ 23,520.00

## CONSTRUCTION CONTRACT

PKARC 216

LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION PROJECT, 37701 WARREN ROAD, WINCHESTER CA. 92596  
RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT

	specifications, complete.					
16	Provide and install concrete stairs, retaining wall, handrails, guardrail, etc including modifications to existing climbing wall per plans and specifications, complete.	LS	1		\$12,024.00	\$ 12,024.00
17	Provide and install ADA concrete ramps including handrails, etc per plans and specifications, complete.	LS	1		\$26,400.00	\$ 26,400.00
18	Provide quotes etched into concrete per plans and specifications, complete.	LS	1		\$ 6,000.00	\$ 6,000.00
		Lump Sum				\$ 315,542.00
<b>THREE HUNDERED FIFTEEN THOUSAND FIVE HUNDRED FOURTY TWO DOLLARS</b>						(In Figures)
(In Words)						
<b>SITE FURNISHINGS</b>						
19	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	11		\$ 4,530.00	\$ 49,830.00
20	Provide and install 46" picnic table per plans and specifications, complete.	EA	2		\$ 1,500.00	\$ 3,000.00
21	Provide and install 46" ADA picnic table per plans and specifications, complete.	EA	1		\$ 1,945.00	\$ 1,945.00
22	Provide and install trash receptacle per plans and specifications, complete.	EA	3		\$ 1,200.00	\$ 3,600.00
23	Provide and install recycle receptacle per plans and specifications, complete.	EA	3		\$ 1,200.00	\$3,600.00
24	Provide and install 96" bench per plans and specifications, complete.	EA	2		\$ 1,200.00	\$ 2,400.00
		Lump Sum				\$ 64,375.00
<b>SIXTY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS</b>						(In Figures)
(In Words)						
<b>PLAYGROUND EQUIPMENT</b>						
25	Provide and install playground equipment, signage, synthetic turf and resilient surfacing at large playground per plans and specifications, complete.	LS	1		\$ 120,570.00	\$ 120,570.00
26	Provide and install playground equipment, signage, and resilient surfacing at small playground per plans and specifications, complete.	LS	1		\$ 95,460.00	\$ 95,460.00
		Lump Sum				\$ 216,030.00
<b>TWO HUNDRED SIXTEEN THOUSAND THIRTY DOLLARS</b>						(In Figures)
(In Words)						

<b>IRRIGATION</b>						
27	Provide and install irrigation system modifications per plans and specifications, complete.	LS	1		\$ 22,200.00	\$ 22,200.00
		Lump Sum				\$ 22,200.00
<b>TWENTY-TWO THOUSAND TWO HUNDRED DOLLARS</b>						(In Figures)
(In Words)						
<b>PLANTING</b>						
28	Provide and install planting including topsoil, root barrier, etc per plans and specifications, complete.	LS	1		\$ 35,820.00	\$ 35,820.00
29	Provide landscape maintenance/ establishment per plans and specifications, complete.	Month	4		\$ 1,800.00	\$ 7,200.00
		Lump Sum				\$ 43,020.00
<b>FOURTY-THREE THOUSAND TWENTY DOLLARS</b>						(In Figures)
(In Words)						
SUB-TOTAL OF ITEMS 1 THROUGH 29:						\$1,258,254.65
ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND SIXTY-FIVE CENTS						(In Figures)
(In Words)						
5% CONTINGENCY:						\$62,912.73
SIXTY-TWO THOUSAND NINE HUNDRED TWELVE DOLLARS AND SEVENTY-THREE CENTS						(In Figures)
(In Words)						
<b>TOTAL BASE BID Price (INCLUDING CONTINGENCY):</b>						<b>\$1,321,167.38</b>
ONE MILLION THREE HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS AND THIRTY-EIGHT CENTS						(In Figures)
(In Words)						

**B. BID ALTERNATE(S)****1. Bid Alternate No. 1: "Additive"**Synthetic turf at upper splash pad:

The contractor shall remove and replace existing with like synthetic turf surfacing at upper splash pad per plans and specifications.

**2. Bid Alternate No. 3: "Additive"**Command Center Area:

The contractor shall replace existing turf area with custom Polygon structure with concrete pad, stairs, and concrete path; shall provide electrical conduit connection and hookup for lighting; irrigation adjustments and repair and new planting per plans and specifications.

**3. Bid Alternate No. 4: "Additive"**



Umbrellas at existing picnic tables:

The contractor shall install new umbrellas to existing picnic tables per plan specification.

4. **Bid Alternate No. 5: "Additive"**

Upper Large splash pad concrete:

The contractor shall install white cement integral color concrete in-place of grey cement integral color concrete at upper splash pad per plans and specifications.

<b>BID ALTERNATE #1: SYNTHETIC TURF AT UPPER SPLASH PAD "Additive"</b>						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
30A	Remove existing synthetic turf per plans and specifications and dispose off site.	LS	1		\$ 6,377.00	\$ 6,377.00
30B	Provide and install synthetic turf per plans and specifications, complete.	LS	1		\$ 13,764.00	\$ 13,764.00
30		Lump Sum				\$ 20,141.00
						(In Figures)
<b>TWENTY THOUSAND ONE HUNDERED FOURTY-ONE DOLLARS</b>						
(In Words)						
<b>BID ALTERNATE #3: COMMAND CENTER AREA "Additive"</b>						
32	Clear and grub turf, irrigation, etc and provide and install shade structure including lighting, concrete paving, stairs, mow curb, handrails, planting, root barrier, irrigation, soil import, grading, etc per plans and specifications, complete.	LS	1		\$146,024.00	\$ 146, 024.00
		Lump Sum				\$ 146, 024.00
						(In Figures)
<b>ONE HUNDRED FOURTY-SIX TWENTY FOUR DOLLARS</b>						
(In Words)						
<b>BID ALTERNATE #4: UMBRELLAS AT EXISTING PICNIC TABLES "Additive"</b>						
33	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	4		\$ 3,600.00	\$ 14,400.00
		Lump Sum				\$ 14,400.00
						(In Figures)
<b>FOURTEEN THOUSAND FOUR HUNDRED DOLLARS</b>						
(In Words)						
<b>BID ALTERNATE #5: UPPER (LARGE) SPLASH PAD CONCRETE "Additive"</b>						
34A	Delete integral color concrete with gray cement at upper splash pad per plans and specifications, complete.	LS	1		(\$34699.00)	(\$34699.00)
34B	Provide and install integral color concrete with white cement at upper splash pad per plans and specifications, complete.	LS	1		\$ 41,359.00	\$ 41,359.00
34		Lump Sum				\$ 6,660.00
						(In Figures)
<b>SIX THOUSAND SIX HUNDRED SIXTY DOLLARS</b>						

(In Words)	
SUB-TOTAL OF ITEMS 30 THROUGH 34:	<b>\$187,225.00</b>
<b>ONE HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS</b>	(In Figures)
(In Words)	

**TOTAL BID**

BID ITEMS	COST
Base Bid including 5% contingency :	<b>\$1,321,167.38</b>
Bid Alternate #1:	<b>\$20,141.00</b>
Bid Alternate #2:	<b>\$146,024.00</b>
Bid Alternate #3:	<b>\$14,400.00</b>
Bid Alternate #4:	<b>\$6,660.00</b>
GRAND TOTAL OF BASE BID AND ALL BID ALTERNATES:	<b>\$1,508,392.38</b>
	(In Figures)
<b>ONE MILLION FIVE HUNDRED EIGHT THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND THIRTY EIGHT CENTS</b>	
(In Words)	

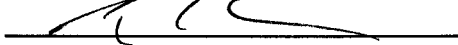
SIGNATURES NEXT PAGE

The parties have executed this agreement as of the date set forth on Page 1 of this Construction Contract.

**CONTRACTOR:**

COMPANY NAME: **Western Rim Constructors, Inc. Escondido, CA**

BY: **Western Rim Constructors, Inc.**

NAME:  Print Name: Ray C Samuelson

TITLE: **President/Owner**

**OWNER:**

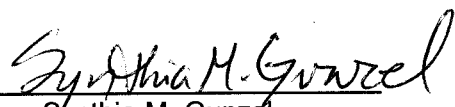
**Riverside County  
Regional Park and  
Open-Space District**

By:   
Kevin Jeffries  
Chairman; Board of Directors

DATE: December 6, 2016

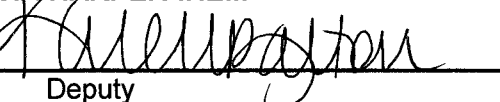
**APPROVED AS TO FORM:**

**Gregory P. Priamos  
County Counsel**

By:   
Synthia M. Gunzel  
Deputy County Counsel

DATE: 12-1-16

**ATTEST:  
CLERK OF THE BOARD  
KECIA HARPER-IHEM**

By:   
Deputy

# **SECTION 1**

## **NOTICE INVITING BIDS**

## NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District (DISTRICT) invites sealed bids for construction improvements for the Lake Skinner Recreation Area Splash Pad Expansion Project, located at 37701 Warren Road, Winchester, California 92595.

The DISTRICT has completed design-development for construction improvements to expand the themed splash pad facility and other related improvements to the day-use area. The expansion will include the addition of: new water play areas; themed water play features; up-dated surfacing (including rubberize materials as well as textured and colored concrete) throughout the facility; expansion of water and filtration system all to expand capacity, durability and ease of maintenance.

The project will also include improved amenities to the perimeter of the splash pad areas with consistent existing themes. **These improvements are listed as ten (10) "Bid Alternates" including: Additives of the following: synthetic turf at upper splash pad, a pavilion/command center area, umbrellas at existing picnic tables, large splash pad concrete, painting and Deductives of the following: the relocation of features and replacement of a small circular play area, removal of another small play area, removal of features at upper picnic area, removal of features at lower splash area and replacement of rubberized play surfacing.**

The performance period for this project including all project submittals, reviews, approvals and actual construction will last for **One Hundred Sixty (160) Calendars days**, including project completion, punch list and issuance of the Notice of Completion.

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork.

Contractors submitting a bid for this project shall have an "A" General Engineering License, or "B" General Contractor License with the appropriate Licensed "C" Specialty subcontractors in the State of California. All Contractors whether General Engineering, General Contractor or subcontractor proposed in this bid must be appropriately and currently licensed by the State of California and registered with the California Department of Industrial Relations.

This project requires the payment of prevailing wages and certified payroll.

The awarded prime contractor shall post job site notices as prescribed by regulation starting as of January 1, 2015. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner.

Pursuant to Labor Code Section 1771.1, any contractors bidding and subcontractors to be listed on a bid proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract without proof of current registration to perform public works

The Bidder receiving the Award by the DISTRICT is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The Contractor shall post all pertinent wage determinations on the jobsite at all times.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the DISTRICT, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The DISTRICT shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the DISTRICT may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Additional information is available from the Department of Industrial Relations web link:  
<http://www.dir.ca.gov>

Complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at [riverside.digiprint@e-arc.co](mailto:riverside.digiprint@e-arc.co). Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the DISTRICT. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

**Riverside County Regional Park and Open-Space District**  
**4600 Crestmore Road**  
**Riverside, CA 92509**  
**Attention:**  
**Michael Munoz Buyer II**  
**Fax: 951-955-1383**  
**[mbmunoz@rivcoparks.org](mailto:mbmunoz@rivcoparks.org)**  
**See [www.riversidecountyparks.org](http://www.riversidecountyparks.org) for DISTRICT information.**

**A mandatory pre-bid meeting will be held on October 19, 2016 at 10:00 A.M. at the existing splash pad site in the Day-use Area within the Lake Skinner Recreation Area. It is suggested the representative who attends the pre-bid meeting be an estimator, a project manager or a superintendent. Discussion will be held regarding the administration of this contract. It is important that**

potential contractors understand the unique requirements of this project, how those requirements will affect their ability to perform in a satisfactory manner and how this will affect the bid amount.

Meeting will be held in the Day Use Area at the Lake Skinner Recreation Area where the existing splash pad is located. When you arrive, inform the staff at the entry that you are attending the pre-bid meeting for the Splash Pad Expansion at Lake Skinner Recreation Area project and ask them for directions to the meeting location. You will not be charged.

All questions regarding the documents should be directed to the DISTRICT. Bids must be in accordance with the Contract Documents.

All bids are due no later than **2:00 PM, Wednesday, November 2, 2016**, and shall be publicly opened promptly after that time. **Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1<sup>st</sup> Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time.** Bids sent by fax or email will not be accepted.

Kecia Harper-Ihem  
Clerk to the Board of Directors

# **SECTION 2**

## **INSTRUCTION TO BIDDERS**



## **INSTRUCTIONS TO BIDDERS**

For construction improvements for: the Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester, CA 92596

### **A. Form of Bid**

The bid must be made on the attached Bid Form which must be completely filled in, sealed, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a 10% Bid Bond, using the form provided herein, or by certified or cashier's check payable to the DISTRICT in an amount not less than 10% of the amount bid (including all Bid Alternates). Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

### **B. Submission of Bid**

The bid must be submitted in a sealed, opaque envelope (of any color). It must be marked "Bid Proposal for Construction Improvements to: **the Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 and must state the name and address of the submitting contractor. **The Bid Form shall not contain any erasures or interlineations. Failure to comply with this requirement may be cause for rejection of bid.** Each bid shall be signed by the person or persons authorized to bind the bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Bids must be received by the time and at the place set forth in the Notice Inviting Bids.

### **C. Contract Documents**

The complete Contract Documents are identified in the Agreement form. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans and specifications in making their bid.

### **D. Contractor's License**

A contractor submitting a bid for this project shall have a current **California Class "A" Engineering Contractor license or a Class "B" General Contractor license, with the appropriate Class "C" Specialty Class license(s), "C" license or demonstrated list Subcontractors holding the necessary class license will be accepted.** **All subcontractors** proposed in this bid must hold current and appropriate licenses issued by the State of California. **All contractors regardless of classification must be registered with the California Department of Industrial Relations.**

### **E. Interpretation of Documents**

Discrepancies, omissions, ambiguities or requirements likely to cause disputes between parties or trades, and similar matters, shall be promptly brought to the attention of the DISTRICT. All interpretations of, or changes to, the Contract Documents shall be in writing only and issued by the DISTRICT in the form of a written addendum. No other interpretations or changes shall be valid or binding.

**F. Addenda**

DISTRICT reserves the right to issue addenda to the Contract Documents at any time prior to Seventy-Two (72) hours before the time set to open bids. No oral interpretations shall be made to any bidder as to the meaning of any document. Interpretations or changes, if any are made, shall be in written addendum form and sent to all bidders to whom Contract Documents have been issued (plan holders). Each potential bidder shall leave their name, phone number, fax number, mailing address and email address at ARC Reprographics (ARC) for the purpose of receiving addenda. To be considered as a plan holder Contractor must purchase Contract Documents from ARC.

**It is the Contractor's responsibility to ensure that their contact information is given to ARC (see Notice Inviting Bids for ARC contact information) and that they are on ARC's plan holders list and to verify that Contractor has received ALL addenda prior to submitting a bid. This may be done by checking ARC's website or by calling ARC's Planwell Department.**

**ALL information regarding this bid shall be disseminated to Contractors through ARC ONLY. No other source is official or authorized.**

ARC will email or fax notifications to all plan holders of any and all addenda available. Bids must list each and every addendum issued. If Contractor does not list all available addenda on their Bid Form, their bid will be rejected.

**G. Inspection of the Site**

Bidders must examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting their bid, bidders warrant that they have made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and their ability to protect existing surface and subsurface improvements. No claim or allowance for additional time or money will be allowed due to failure of the Contractor to properly inspect the site.

The site is a public park available to Contractors during regular hours of 6:00 a.m. to sunsetseven (7) calendar days a week.

**H. Qualification of Bidders**

1. No bid will be accepted from a Contractor who is not properly or currently licensed and registered under the laws of California and by the State of California. A bid will not be accepted from a Contractor using subcontractors who are not properly licensed by and registered under the laws of the State of California. No award will be made to any Contractor who cannot (or will not) give satisfactory assurance to the DISTRICT of its ability to carry out the project, both from its financial standing and by reason of its previous experience as a contractor on similar work. A Contractor may be required to submit additional

information regarding their financial standing and/or work performed by them previously of a similar nature.

2. Contractor is required to provide a current and complete list of all construction related litigation that their company has been involved in during the last ten years, including work that was performed by the Principal owners of the company under a different company name or as subcontractors.
3. In addition to satisfying the requirements of the Contract Documents, all work and materials shall strictly conform to all requirements of the latest addition Building Standards Administrative Code; Part 1, Title 24, CCR, 2001 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2001 California Amendments; Part 8, Title 24, 1998 California Historical Building Code, Appendix Chapter 1, Seismic Strengthening Provisions and 2001 California Amendments; Part 10, Title 24, 1997 Uniform Code for Building Conservation and 2001 California Amendments; the Standard Specifications for Public Works (Greenbook) Latest Edition, Riverside County Ordinance No. 457. In the event of a conflict, the stricter requirement shall apply.
4. All Contractors, when applicable, shall be verified for eligibility through the current U.S. Department of Housing and Urban Development (HUD) List of suspended or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended and Ineligible Contractors prior to being authorized to participate in this project.
5. A bid shall be rejected, and a bidder shall be disqualified to bid a DISTRICT project, if the bidder or any officer, manager, partner or shareholder of the bidder, within the eighteen-month period prior to the bid date, was an officer or employee of the DISTRICT.
6. By submitting bid, bidder acknowledges that this project requires comprehensive documentation for the duration of the contract and that payment for services is dependent on the timely submission of correct and complete documentation. In addition, bidder acknowledges that all project documentation, including payment applications, must be approved by the Project Manager, consultant, the consultant inspector, the landscape architect and the DISTRICT.
7. By submitting bid, bidder indicates to DISTRICT that bidder has included ample and realistic administrative time in their bid. No additional payment will be awarded to Contractor for the creation or submission of required documentation including all schedules, material submittals, Request for Change Orders and all documents defined and required in the Agreement.
8. DISTRICT reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within ten (10) Calendar days of receipt of DISTRICT's request. Failure to do so may be treated by DISTRICT as grounds

to reject Bidder's Bid. Failure by the DISTRICT to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

**I. Disqualification of Bidders**

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder has an interest in more than one proposal will cause rejection of all bids in which such bidder has an interest. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract or in future contracts.

If a bid is submitted that appears to be unrealistically low, bidder will be asked to submit supporting documentation to verify that their bid is complete.

**J. Award of Contract**

1. The DISTRICT reserves the right to reject any or all bids and to waive defects or irregularities.
2. The award of the contract, if awarded, will be based on the Total Amount (Total Amount is comprised of the Base Bid amount plus all of the Bid Alternates amounts). It will be awarded to the lowest responsive/responsible bidder whose bid complies with the requirements of the bidding documents. The award, if made, will be made within ninety (90) calendar days after the opening of the bids.
3. Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the DISTRICT, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance Requirements" and "Indemnity and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the DISTRICT.
4. Contractor will cooperate with the DISTRICT to verify that an apparent low bid is responsible by submitting all documentation requested by the DISTRICT for this purpose.
5. The DISTRICT reserves the right to accept any or all alternate bid items.
6. Following public opening and reading of Bids, the DISTRICT will issue a Notice of Intent to Award identifying the name of the Bidder to whom the DISTRICT intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid. The DISTRICT may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

7. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the DISTRICT shall execute the Contract and return it to the DISTRICT within ten (10) Calendar days after issuance by DISTRICT to Bidder of the Construction Contract from the DISTRICT and prior to execution of the Construction Contract by DISTRICT.
8. Any Bidder submitting a Bid to the DISTRICT may file a protest of the DISTRICT's proposed Award of the Construction Contract provided that each and all of the following are complied with:
  - a. The bid protest is in writing.
  - b. The bid protest is both: Filed with and received by the Clerk of the Board at the following address, 4080 Lemon St. 1st Floor Riverside, CA 92501, not more than five (5) Calendar days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as foretasted shall constitute grounds for the DISTRICT's denial of the bid protest without consideration of the grounds stated therein.
  - c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
  - d. Provided that a bid protest is filed in conformity with the foregoing, the General Manager, or such individual(s) as may be designated by the General Manager, in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the General Manager or his/her designee shall be final, unless overturned by the Board of Directors.
9. The Contract shall not be binding upon the DISTRICT until it has been awarded by the Board of Directors for the DISTRICT and executed by the Chairman of the Board of Directors. A formal acceptance of a bid by the DISTRICT and the execution of an Agreement by the DISTRICT Board of Directors, at a meeting regularly called and held, will constitute an award of the contract. Thereafter, DISTRICT shall mail to the CONTRACTOR a Notice to Proceed (NTP) to the address listed by the CONTRACTOR on its bid. The NTP shall be deemed received the next Monday, Tuesday, Wednesday, Thursday or Friday after mailing which is not a full day holiday as listed in Section 6700 of the Government Code.

**K. Return of Guarantee**

Bid bonds or checks from unsuccessful bidders will be returned by mail to the addresses listed in their bids. The bid bond of the successful bidder will not be returned but will be exonerated by execution of the Agreement and the Payment and Performance Bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a bid bond is exonerated.

**L. Bonds**

All bonds submitted by the CONTRACTOR for the project shall be issued by a surety admitted to issue such bonds in California carrying a rating of "A" or better in the current issue of "Best's Insurance Guide".

**M. Period of Performance**

The performance period for this project including all project submittals, reviews and actual construction will last for One Hundred Sixty (160) Calendar Days, including project completion, punch list and issuance of the Notice of Completion.

**N. Liquidated Damages**

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the DISTRICT and that it will be impractical and extremely difficult to ascertain and determine the actual damage which the DISTRICT will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the DISTRICT, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of **Five Hundred Dollars (\$500)** per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated. It is further agreed that in the event such damages are sustained by the DISTRICT, the DISTRICT shall deduct the amount thereof from any moneys due or that may become due to the CONTRACTOR under the contract.

**BID FORM**

To: The Governing Board of the Riverside County Regional Park and Open-Space District

Date: 11/2/16

Bidder: Western Rim Constructors, Inc.  
(Full Legal Business Name)

**NOTE:** BID FORM includes pages 16-45. All pages of the bid form must be included in the bid package submitted to the Clerk of the Board.

The undersigned Bidder having carefully examined the site and the Contract Documents for the **Construction Improvements to the Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

**By submitting this bid, Bidder agrees and understands that:**

1. If this bid is accepted, the CONTRACTOR submitting this bid will enter into a written contract with the DISTRICT.
2. The CONTRACTOR submitting this bid shall enter into such contract and accept the amount shown in this Bid Form as full and complete payment for the work done.
3. The CONTRACTOR shall commence/mobilize work within fifteen (15) calendar days of receiving a Notice to Proceed from the DISTRICT.
4. Any sub-tier contract signed by the CONTRACTOR and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the CONTRACTOR and the DISTRICT.
5. CONTRACTOR is required to provide a current list of all construction related litigation that their company has been part of during the last ten (10) years including work that was performed by the principal owner(s) of the company under a different company name or as a subcontractor.
6. CONTRACTOR must execute the Agreement and deliver the Contract, Performance Bond, Payment Bond and insurance certificates within ten (10) calendar days after the CONTRACTOR receives the Intent to Award letter.
7. CONTRACTOR must submit to the DISTRICT such additional information as DISTRICT may require in order determining whether its bid is the lowest responsive/responsible bid submitted. Additional information may include financial information for the CONTRACTOR's company, take-offs and other back-up work done by the CONTRACTOR to make their bid, resumes containing qualifications/experience for their employees, or any other information deemed necessary by the DISTRICT to determine CONTRACTOR's ability to responsibly perform the work.
8. The statements made in this bid are made under penalty of perjury.

9. Prices include all labor, materials, mobilization, fine grading and connection to existing rough-in electrical and water lines, electrical and plumbing installation.
10. Prices include all administrative costs associated with the submittal of documentation identified in and required by the Agreement.
11. Sums shall be expressed in a Bid in both words and figures. In the case of a discrepancy between amounts that are shown in both words and figures, the amount shown in words will take precedence.
12. Unit prices shown in the Bid Form shall be used for pricing changes in the work during construction.
13. All bids received by the DISTRICT are good for one hundred twenty (120) calendar days from the date of receipt.
14. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.
15. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
16. There are particular requirements for filling in the Bid Form. They are listed in Section 3 – Bid Form.

**IF THE DIRECTIONS GIVEN IN THESE NOTES ARE NOT FOLLOWED,**  
**YOUR BID WILL BE REJECTED.**

**A. BASE BID (See Exhibit A for Bid Form Cost Summary in Excel)**

Provide base bid scope in accordance with the Contract Documents for the **Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 price indicated below:

**NOTE:** Lowest responsive/responsible bidder will be based on the sum total of the Total Bid (the Base Bid and including all items in the Bid Alternates) to be awarded.



**2. DESIGNATION OF SUBCONTRACTORS**

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of the total bid. Additional information requested by DISTRICT must be provided by bidder.

PORTION OF THE WORK (Define Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE FAX
Splash Pad	California Waters 958960 DIR # 1000001472	2909 W Warner Avenue Santa Ana, CA 92074	Ph: 949 528 0900 Fax: 949 528 0910
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PORTION OF THE WORK (Define Type of Work)	SUBCONTRACTOR NAME <u>AND</u> LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	<u>PHONE</u> FAX
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
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			Ph:
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			Ph:
			Fax:

Note: If additional space is needed attach a separate sheet and note on page 15 of this Bid Form if a sheet is or sheets are attached.

3. **ADDENDA**

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

4. **SITE INSPECTION**

Person who inspected the site on behalf of the bidder:

NAME: Daniel Samuelson

TITLE: Estimating Assistant

DATE OF INSPECTION: 10/19/16

5. **PROJECTS OF SIMILAR NATURE**

List five (5) projects of a similar nature completed by bidder. Similar nature will include projects with a listing of elements summarizing the project being bid. Each project does not need to include all of the features listed above, but all five (5) projects should include most of the features listed. **IT IS REQUIRED THAT CONTRACTOR, AND/OR CONTRACTOR'S SUB-CONTRACTOR, HAVE PREVIOUS EXPERIENCE WORKING ON SPLASH PADS and PARK RELATED PROJECTS.**

CONTRACTOR must give current owner name, address and telephone number for each of the ten projects of a similar nature. **If references for the five (5) projects on the list, cannot be verified the bid may be rejected. Attach additional page if needed.**

PROJECT NAME	PROJECT ADDRESS	OWNERS NAME	OWNERS PHONE/FAX
1.	<u>See attached</u>		Ph:
			Fax:

## REQUEST FOR BIDS

PKARC 0216

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

2.			Ph:
			Fax:
3.			Ph:
			Fax:
4.			Ph:
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5.			Ph:
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6.			Ph:
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7.			Ph:
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8.			Ph:
			Fax:
9.			Ph:
			Fax:
10.			Ph:
			Fax:

6. **Additional Pages:**

CONTRACTOR has attached the following additional pages to this bid form:

8 pages of project's completed7. **LICENSE AND REGISTRATION**

Bidders are required to hold a current Class A license or Class B license with appropriate subcontractors issued by the State of California. Bidder currently has the following license(s):

License Class: A, B, C-8, C-7

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICTLicense No: 798623Expiration Date: 8/31/17Registration Number: 10000046778. **BIDDER DATA:**Full legal name of firm: Western Rim Constructors, Inc.Name under which firm  
does business: Western Rim Constructors, Inc.Address: 1621 S Andreasen Dr, Ste. B  
Escondido, CA 92009Phone: 760 489 4328Fax: 760 489 4304

Type of Organization (corporation, partnership, etc.):

Corporation9. **BIDDER SIGNATURE**Signature: Name: Ray C SamuelsonTitle: PresidentDate: 11/2/16

**BID BOND**

1. WESTERN RIM CONSTRUCTORS, INC., hereafter called  
"CONTRACTOR", has submitted its bid to **Riverside County Regional Park and Open-Space District**,  
hereafter called "**DISTRICT**," for the construction referred to generally as the **CONSTRUCTION  
IMPROVEMENTS TO LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION PROJECT**,  
**37701 WARREN ROAD, WINCHESTER, CA 92596**, in accordance with the Notice Inviting Bids from  
DISTRICT dated September, 2016
2. NORTH AMERICAN SPECIALTY INSURANCE COMPANY, hereafter called "Surety",  
is the surety of this bond.

**Agreement:**

We, CONTRACTOR as principal and Surety as surety, jointly and separately agree and state as follows:

- A. The amount of the obligation of this bond is 10% of the amount of CONTRACTOR's bid and inures to the benefit of DISTRICT.
- B. This bond is exonerated by: (1) DISTRICT rejecting CONTRACTOR's bid; or, (2) if CONTRACTOR's bid is accepted, CONTRACTOR executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of DISTRICT resulting from failure of CONTRACTOR to act as agreed to in its bid.
- C. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which DISTRICT may accept the bid and waives notice of any such extension.
- D. This bond is binding upon the heirs, executors, administrators, successors and assigns of CONTRACTOR and Surety.

**SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments****SURETY**

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

BY: Mark D. IatarolaNAME: MARK D. IATAROLATITLE: ATTORNEY-IN-FACTDATE: OCTOBER 27, 2016**CONTRACTOR**

WESTERN RIM CONSTRUCTORS, INC.

BY: Ray C. SamuelsonNAME: RAY C. SAMUELSONTITLE: PRESIDENTDATE: OCTOBER 27, 2016

**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 San Diego )  
 On 10/27/16 before me, Sandra Roth, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Ray C Samuelson  
 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: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

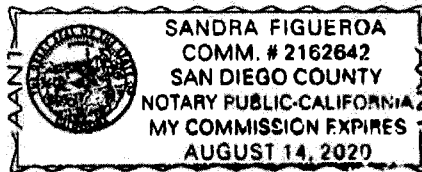
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of SAN DIEGO )  
 On 10/27/2016 before me, SANDRA FIGUEROA, NOTARY PUBLIC,  
*Date Here Insert Name and Title of the Officer*  
 personally appeared MARK D. IATAROLA  
*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 Sandra Figueroa  
*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: MARK D. IATAROLA  
☐ 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: \_\_\_\_\_



**NAS SURETY GROUP**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant 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 hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein 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 signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.

**North American Specialty Insurance Company  
Washington International Insurance Company**

State of Illinois  
County of Cook

ss:

On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of OCTOBER, 2016.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

BOND AMOUNT: \$1,509,268.38

BOND NO. 2220336

PREMIUM INCLUDED IN PERFORMANCE BOND

REQUEST FOR BIDS

PKARC 0216

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

### PAYMENT BOND

The makers of this bond are WESTERN RIM CONSTRUCTORS, INC., as Principal and CONTRACTOR, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and the **Riverside, County Regional Park and Open-Space District**, hereafter called "DISTRICT", for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT (100%) OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the consisting of the **Construction Improvements to: Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

### SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

#### SURETY

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

BY: Mark D. Iatarola

NAME: MARK D. IATAROLA

TITLE: ATTORNEY-IN-FACT

DATE: NOVEMBER 16, 2016

#### CONTRACTOR

WESTERN RIM CONSTRUCTORS, INC.

BY: Ray C. Samuelson

NAME: RAY C. SAMUELSON

TITLE: PRESIDENT

DATE: NOVEMBER 16, 2016

**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.

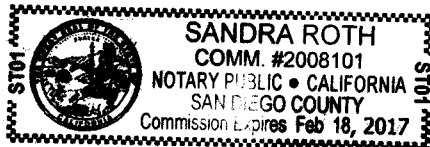
State of California )

County of San Diego )On 11/16/16 before me, Sandra Roth, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared Ray C Samuelson  
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: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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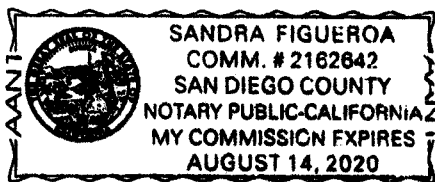
State of California )  
County of SAN DIEGO )

On 11/16/2016 before me, SANDRA FIGUEROA, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared MARK D. IATAROLA  
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 Sandra Figueroa  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA

- ☐ 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: \_\_\_\_\_

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

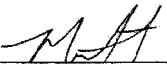
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the 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 hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein 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 signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By   
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:


On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of NOVEMBER, 2016.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

REQUEST FOR BIDS

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PERFORMANCE BOND

The makers of this bond, WESTERN RIM CONSTRUCTORS, INC., as Principal and CONTRACTOR, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "**DISTRICT**", in the sum of ONE MILLION FIVE HUNDRED NINE THOUSAND TWO HUNDRED SIXTY EIGHT AND 38/100 DOLLARS (\$1,509,268.38) (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that the Principal entered into a certain contract with DISTRICT dated \_\_\_\_\_, for the public work generally consisting of the **Construction Improvements to: "Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596"** accordance with the Contract Documents.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made to void this obligation, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, and change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

BY: Mark D. Iatarola

NAME: MARK D. IATAROLA

TITLE: ATTORNEY-IN-FACT

DATE: NOVEMBER 16, 2016

CONTRACTOR

WESTERN RIM CONSTRUCTORS, INC.

BY: Ray C. Samuelson

NAME: RAY C. SAMUELSON

TITLE: PRESIDENT

DATE: NOVEMBER 16, 2016

**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

San DiegoOn 11/16/16

Date

before me,

Sandra Roth, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Ray C Samuelson

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

Sandra Roth

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.

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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: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )

County of SAN DIEGO )

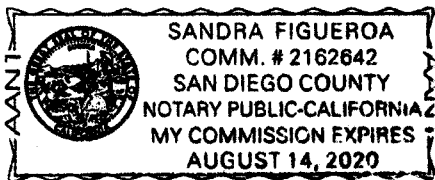
On 11/16/2016 before me, SANDRA FIGUEROA, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA  
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 Sandra Figueroa  
Signature of Notary Public

Place Notary Seal Above

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA

- ☐ 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: \_\_\_\_\_



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant 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 hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein 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 signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

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M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of NOVEMBER, 2016.

Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

**COUNTY OF RIVERSIDE**  
**PARKS AND OPEN SPACE DISTRICT**  
**Lake Skinner Recreation Area Splash Pad Expansion**  
**RFP #PKARC-216**



**ADDENDUM NO. 1**  
**October 13, 2016**

**CERTIFICATION OF RECEIPT OF ADDENDUM**

I certify that I have received this addendum on behalf of the company listed below.

Signed: [Signature] Dated: 11/2/16

Name and title: Ray C Samuelson, President

Company: Western Rim Constructors, Inc.

**ADDENDUM NO. 1**  
**TO RFP #PKARC-216**

**1.0** This addendum is considered to be part of the Request for Bid (RFB). All other terms of the RFB remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced RFB. Any information contained herein will be considered part of the RFB and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

**2.0** To verify that all Vendors have received a copy of this addendum, please sign the cover page of this addendum and return it with your Bid to:

County of Riverside  
Attn: RFB# PKARC-216  
4080 Lemon Street  
Riverside, CA 92509

Email: MBMunoz@RivCoParks.org  
Fax: 951-955-4726

**3.0 Change address and website for location of bid documents:**

Within Section 1, Notice Inviting Bids, Page Three has been updated to change the location of bidding documents from ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530 or online at [riverside.digiprint@e-arc.co](mailto:riverside.digiprint@e-arc.co) to ARC Document Solutions, Southern California, 345 Clinton Street, Costa Mesa, CA 92626 or online at [https://order.e-arc.com/arcEOC/Secures/PWELL\\_PrivateList.aspx?PrjType=Pub&mem=29&custToken=](https://order.e-arc.com/arcEOC/Secures/PWELL_PrivateList.aspx?PrjType=Pub&mem=29&custToken=)

This is the PlanWell public plan room; please search for PKARC-216 to find our project. All addendums will be posted to this plan room.

**4.0 Clarifications to Bid Documents:**

The Following Base Bid information has been shall be added to the Bid Form, This information was left out of the original posting. This Bid Cost Form is also available as an excel document which is entitled Exhibit A

**BASE BID**

Provide base bid scope in accordance with the Contract Documents for the: **Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 price indicated below:

Is an additional sheet attached and a part of this Bid Form? Yes \_\_\_\_\_ No ✓

BASE BID						
GENERAL						
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total	
1	Mobilization	LS	1	121,731	121,731	
2	Provide and install SWPPP best management practices/ erosion control.	LS	1	11,400	11,400	
		Lump Sum		\$ 133,131	\$ 133,131	
One hundred thirty-three thousand one hundred thirty one dollars						(In Figures)
(In Words)						
DEMOLITION						
3	Clear and grub including removal of resilient surfacing, concrete paving, synthetic turf, planting, irrigation, abandonment of existing balance tank, etc and dispose off site.	LS	1	33,639.65	33,639.65	
		Lump Sum		\$ 33,639.65	\$ 33,639.65	
Thirty three thousand six hundred thirty-nine dollars and <sup>Sixty-five</sup> cents						(In Figures)
(In Words)						
EARTHWORK						
4	Provide grading improvements per plans and specifications complete including remedial grading and over excavation and re-compaction per geotechnical report recommendations.	LS	1	33,474	33,474	
		Lump Sum		\$ 33,474	\$ 33,474	
Thirty-three thousand four hundred seventy four dollars						(In Figures)
(In Words)						

STORM DRAIN SYSTEM						
5	Provide and install storm drain system per plans and specifications, complete.	LS	1	50,340	50,340	
		Lump Sum		\$ 50,340	\$ 50,340	
Fifty thousand three hundred forty dollars						(In Figures)
(In Words)						
SPLASH PAD MECHANICAL SYSTEM						
6	Provide and install balance tank, rain diverter	LS	1	346,503	346,503	

	replacement, CMU eye wash enclosure, repaired nozzles and activators, equipment room improvements, including all piping, equipment, wiring, etc per plan and specifications, complete.					
		Lump Sum		\$	346,503	\$ 346,503
Three hundred forty-six thousand five hundred three dollars						(In Figures)
(In Words)						
<b>CONSTRUCTION ITEMS</b>						
7	Provide and install concrete paving, natural gray per plans and specifications, complete.	LS	1		28,916	28,916
8	Provide and install integral color concrete paving with gray cement and grace top cast finish at upper splash pad per plans and specifications, complete.	LS	1		16,595	16,595
9	Provide and install integral color concrete paving, color: euroblue (cobalt) with white cement and grace top cast finish per plans and specifications, complete.	LS	1		41,921	41,921
10	Provide and install integral color concrete paving, color: mesa buff with gray cement and grace top cast finish at lower splash pad plaza per plans and specifications, complete.	LS	1		52,552	52,552
11	Provide and install integral color concrete paving, color: Yellow with white cement to match existing per plans and specifications, complete.	LS	1		27,598	27,598
12	Provide and install rubberized play surfacing over existing concrete base at climbing wall per plans and specifications, complete.	LS	1		42,066	42,066
13	Provide and install integral color concrete accent walls with gray cement per plans and specifications, complete.	LS	1		32,190	32,190
14	Provide and install concrete curbs per plans and specifications, complete.	LS	1		5,760	5,760
15	Provide and install integral color concrete stairs including cheek walls, handrails, etc between splash pads per plans and specifications, complete.	LS	1		23,520	23,520
16	Provide and install concrete stairs, retaining wall, handrails, guardrail, etc including modifications to existing climbing wall per plans and specifications, complete.	LS	1		12,024	12,024
17	Provide and install ADA concrete ramps including handrails, etc per plans and specifications, complete.	LS	1		26,400	26,400
18	Provide quotes etched into concrete per plans and specifications, complete.	LS	1		6,000	6,000

		Lump Sum		\$	315,541	\$	315,541
Three hundred fifteen thousand Five hundred FORTY one dollars							(In Figures)
(In Words)							
<b>SITE FURNISHINGS</b>							
19	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	11		4,530		49,839
20	Provide and install 46" picnic table per plans and specifications, complete.	EA	2		1,500		3,000
21	Provide and install 46" ADA picnic table per plans and specifications, complete.	EA	1		1,945		1,945
22	Provide and install trash receptacle per plans and specifications, complete.	EA	3		1,200		3,600
23	Provide and install recycle receptacle per plans and specifications, complete.	EA	3		1,200		3,600
24	Provide and install 96" bench per plans and specifications, complete.	EA	2		1,200		2,400
		Lump Sum		\$		\$	65,274
Sixty Five thousand two hundred seventy four dollars							(In Figures)
(In Words)							

<b>PLAYGROUND EQUIPMENT</b>							
25	Provide and install playground equipment, signage, synthetic turf and resilient surfacing including concrete sub-slab at large playground per plans and specifications, complete.	LS	1		120,570		120,570
26	Provide and install playground equipment, signage, and resilient surfacing including concrete sub-slab at small playground per plans and specifications, complete.	LS	1		95,460		95,460
		Lump Sum		\$	216,030	\$	216,030
Two hundred sixteen thousand thirty dollars							(In Figures)
(In Words)							
<b>IRRIGATION</b>							
27	Provide and install irrigation system modifications per plans and specifications, complete.	LS	1		22,200		22,200
		Lump Sum		\$	22,200	\$	22,200
Twenty two thousand two hundred dollars							(In Figures)
(In Words)							

PLANTING					
28	Provide and install planting including topsoil, root barrier, etc per plans and specifications, complete.	LS	1	35,820	35,820
29	Provide landscape maintenance/ establishment per plans and specifications, complete.	Month	4	1,800	7,200
		Lump Sum		\$	\$ 43,020
Forty three thousand twenty dollars (In Words)					(In Figures)
SUB-TOTAL OF ITEMS 1 THROUGH 29:					1,259,154
One million two hundred fifty nine thousand one hundred fifty four (In Words) dollars					(In Figures)
5% CONTINGENCY:					62,957
Sixty-two thousand nine hundred fifty-seven dollars (In Words)					(In Figures)
TOTAL BASE BID Price (INCLUDING CONTINGENCY):					1,321,112
One million three hundred twenty one thousand one hundred twelve (In Words) dollars					(In Figures)

**B. BID ALTERNATE(S)**

1. **Bid Alternate No. 1: "Additive"**  
Synthetic turf at upper splash pad:

The contractor shall remove and replace existing with like synthetic turf surfacing at upper splash pad per plans and specifications.

2. **Bid Alternate No. 2: "Deductive"**  
Small circular play area:

The contractor shall install new LSI Music Rhapsody, relocate existing Music Play and install concrete paving in-place of Net Climber and resilient surfacing, etc at small play pad per plans and specifications.

3. **Bid Alternate No. 3: "Additive"**  
Command Center Area:

The contractor shall replace existing turf area with custom Polygon structure with concrete pad, stairs, and concrete path; shall provide electrical conduit connection and hookup for lighting; irrigation adjustments and repair and new planting per plans and specifications.

4. **Bid Alternate No. 4: "Additive"**

Umbrellas at existing picnic tables:

The contractor shall install new umbrellas to existing picnic tables per plans and specifications.

5. **Bid Alternate No. 5: "Additive"**  
Upper (Large) splash pad concrete:

The contractor shall install white cement integral color concrete in-place of grey cement integral color concrete at upper (large) splash pad per plans and specifications.

6. **Bid Alternate No. 6: "Additive"**  
Re-paint "the splash zone" entry sign:

The contractor shall repaint bright yellow "The Splash Zone" entry sign by applying primer and exterior coating(s) to the existing sign per plans and specifications.

7. **Bid Alternate No. 7: "Deductive"**  
Remove small circular play area:

The contractor shall replace small circular play area with concrete sidewalk and planting per plans and specifications.

8. **Bid Alternate No. 8: "Deductive"**  
Remove umbrellas, picnic tables, and receptacles at upper picnic area:

The contractor shall remove umbrellas, picnic tables, and receptacles at upper picnic area per plans and specifications.

9. **Bid Alternate No. 9: "Deductive"**  
Remove two umbrellas and three accent walls at picnic area expansion at lower splash pad:

The contractor shall replace three accent walls with integral color concrete paving at picnic area expansion at lower splash pad per plans and specifications. The contractor shall remove two decorative metal umbrellas per plans and specifications.

10. **Bid Alternate No. 10: "Deductive"**  
Replace rubberized play surfacing with Fibar

The contractor shall replace portion of rubberized play surfacing with Fibar (engineered wood fiber) per plans and specifications.



<b>BID ALTERNATE #1: SYNTHETIC TURF AT UPPER SPLASH PAD "Additive"</b>						
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total	
30A	Remove existing synthetic turf per plans and specifications and dispose off site.	LS	1	6,377	6,377	
30B	Provide and install synthetic turf per plans and specifications, complete.	LS	1	13,764	13,764	
30		Lump Sum		\$ 20,141	\$ 20,141	
Twenty thousand one hundred forty one dollars						(In Figures)
(In Words)						
<b>BID ALTERNATE #2: SMALL CIRCULAR PLAY AREA "Deductive"</b>						
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total	
31A	Delete net climber, resilient surfacing, concrete base, 1 8' bench with back, etc per plans and specifications, complete. (Delete Base Bid Item #26)	LS	-1	-95,400	-95,400	
31B	Provide and install new LSI music rhapsody, relocate existing music play from adjacent play area, install integral color concrete paving, 2 - 8' benches with backs, etc per plans and specifications, complete.	LS	1	53,500	53,500	
31		Lump Sum		\$ -41,900	\$ -41,900	
Forty one thousand nine hundred dollars						(In Figures)
(In Words)						
<b>BID ALTERNATE #3: COMMAND CENTER AREA "additive"</b>						
32	Clear and grub turf, irrigation, etc and provide and install shade structure including lighting, concrete paving, stairs, mow curb, handrails, planting, root barrier, irrigation, soil import, grading, etc per plans and specifications, complete.	LS	1	146,024	146,024	
		Lump Sum		\$ 146,024	\$ 146,024	
One hundred forty-six thousand twenty-four dollars						(In Figures)
(In Words)						
<b>BID ALTERNATE #4: UMBRELLAS AT EXISTING PICNIC TABLES "Additive"</b>						
33	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	4	3,600	14,400	
		Lump Sum		\$	\$ 14,400	
Fourteen thousand four hundred dollars						(In Figures)
(In Words)						
<b>BID ALTERNATE #5: UPPER SPLASH PAD CONCRETE "Additive"</b>						

34A	Delete integral color concrete with gray cement at upper splash pad per plans and specifications, complete. (Delete Base Bid Item #8)	LS	-1		(34,144)	(34,144)
34B	Provide and install integral color concrete with white cement at upper splash pad per plans and specifications, complete.	LS	1		41,359	41,359
34		Lump Sum		\$	6,660	\$ 6,660
Six thousand six hundred sixty dollars						(In Figures)
(In Words)						
<b>BID ALTERNATE #6: RE-PAINT "THE SPLASH ZONE" ENTRY SIGN "Additive"</b>						
35	Repaint "The Splash Zone" entry sign per plans and specifications, complete.	LS	1		6,000	6,000
		Lump Sum		\$	6,000	\$ 6,000
Six thousand dollars						(In Figures)
(In Words)						
<b>BID ALTERNATE #7: REMOVE SMALL CIRCULAR PLAY AREA "Deductive"</b>						
36A	Delete small circular play area per plans and specifications, complete. (Delete Base Bid Item #26)	LS	-1		(9,460)	(9,460)
36B	Provide and install concrete paving, planting, irrigation, etc per plans and specifications, complete.	LS	1		10,152	10,152
36		Lump Sum		\$	86,308	\$ - 86,308
Eighty-six thousand three hundred eight dollars						(In Figures)
(In Words)						

<b>BID ALTERNATE #8: REMOVE UMBRELLAS, PICNIC TABLES, &amp; RECEPTACLES "Deductive"</b>						
37A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	-3		(4,800)	(14,400)
37B	Remove picnic tables per plans and specifications, complete.	EA	-3		(1,200)	(3,600)
37C	Remove trash and recycled receptacles per plans and specifications, complete.	EA	-6		(1,200)	(7,200)
37		Lump Sum		\$	-	\$ - 25,200
Twenty Five thousand two hundred dollars						(In Figures)
(In Words)						
<b>BID ALTERNATE #9: REMOVE UMBRELLAS AND ACCENT WALLS "Deductive"</b>						
38A	Remove decorative metal umbrellas per plans	EA	-2		(4,800)	(9,600)

	and specifications, complete.					
38B	Remove accent walls per plans and specifications, complete.	LS	-1		-10,080	-10,080
38C	Provide and install integral color concrete paving per plans and specifications, complete.	LS	1		756.00	756.00
38		Lump Sum		\$	<del>276.00</del>	<del>276.00</del>
Two hundred seventy-six dollars						(In Figures)
(In Words)						
<b>BID ALTERNATE #10: REPLACE RUBBERIZED SURFACING WITH FIBAR</b>						
<b>"Deductive"</b>						
39A	Remove rubberized surfacing from large play area per plans and specifications, complete.	LS	-1		-62,500	-62,500
39B	Provide and install Fibar (engineered wood fiber) per plans and specifications, complete.	LS	1		3,000	3,000
39		Lump Sum		\$	19,500	19,500
Nineteen thousand five hundred sixty dollars						(In Figures)
(In Words)						
SUB-TOTAL OF ITEMS 30 THROUGH 39:						1233
						(In Figures)
(In Words)						

18,934 MD

**TOTAL BID**

BID ITEMS	COST
Base Bid:	1,321,112
Bid Alternate #1: (Additive Item)	20,141
Bid Alternate #2: (Deductive Item)	41,900
Bid Alternate #3: (Additive Item)	146,024
Bid Alternate #4: (Additive Item)	14,400
Bid Alternate #5: (Additive Item)	6,660
Bid Alternate #6: (Additive Item)	6,000
Bid Alternate #7: (Deductive Item)	86,308
Bid Alternate #8: (Deductive Item)	25,200
Bid Alternate #9: (Deductive Item)	276,000 <i>18924</i>
Bid Alternate #10: (Deductive Item)	19,560
GRAND TOTAL OF BASE BID AND ALL BID ALTERNATES:	1,322,445
	(In Figures)
(In Words)	

**NOTE:** Lowest responsive/responsible bidder will be based on the sum total of the Total Bid (the Base Bid and including all items in the Bid Alternates) to be awarded.