

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.11
(ID # 5548)

MEETING DATE:

Tuesday, December 5, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Goodhope Park Improvements Project - Grant Relief from Bid to IVL Contractors, Inc., Approval of Construction Contract with Sudweeks Construction, Inc. and Project Budget Adjustment, District 1. [\$256,131 - Community Development Block Grant Fund - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Grant the low bidder, IVL Contractors, Inc. (IVL) relief from its bid without penalty due to a clerical error for the Goodhope Park Improvements Project (Goodhope Park);
2. Waive any minor irregularities in the bid and award the construction contract to Sudweeks Construction, Inc. (Sudweeks) of Menifee, California, in the amount of \$629,000 for the Project and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
3. Approve a project budget adjustment of \$256,131 for a revised project budget of \$766,935 and authorize the use of the Community Development Block Grant (CDBG) Fund for the project, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 11/20/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 5, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 256,131	\$ 0	\$ 256,131	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Community Development Block Grant – 100% (Previously approved budget)			Budget Adjustment: No	
			For Fiscal Year: 2017/18	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

On July 25, 2017, Item 3.22, the Board of Supervisors (Board) approved the Goodhope Park Improvements project and plans and specifications authorizing EDA to advertise for bids. The bid was advertised on August 2, 2017 and August 16, 2017. On August 22, 2017, twenty-three contractors attended a mandatory job walk for the Goodhope Park project. On August 30, 2017, the bid opening was held at the Clerk of the Board's Office and eight bid packages were received and opened for the construction portion of the project. Upon completion of the bid process, IVL was determined to be the lowest responsive and responsible bidder with a grand total base bid amount of \$541,300 including all three additive alternates.

On September 6, 2017, IVL, the apparent lowest responsive bidder, submitted a letter for relief from their bid due to a clerical error. EDA and County Counsel have reviewed the documents from IVL to withdraw their bid and determined they were within the timeline and had provided sufficient information in support of their clerical error claim per Public Contract Code § 5103. The second lowest bid by Sudweeks was found to be in compliance with the bid package and constituted a proper basis for award of the construction contract.

EDA recommends the Board award and approve the construction contract to the second lowest responsible bidder, Sudweeks, in the amount of \$629,000. Sudweeks bid was higher than the approved construction budget line item, therefore, EDA is requesting a budget adjustment of \$256,131 to expedite the delivery of the Goodhope Park project.

Impact on Residents and Businesses

The Goodhope Park improvements and upgrades will enhance the unincorporated community of Good Hope and Meadow Brook and promote community involvement. Construction has been scheduled to minimize any impact to the existing Community Center and maximize construction efficiency and project costs. No direct impact to local businesses is anticipated.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Additional Fiscal Information

The approximate allocation of the project budget adjustment is as follows:

PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	PROJECT BUDGET	PROJECT BUDGET ADJUSTMENT	REVISED PROJECT BUDGET
Architectural Design	1	33,814	0	33,814
Construction Management	2	0	0	0
Construction Contract	3	339,287	289,713	629,000
Offsite Construction	4	0	0	0
Project Management/Plan Check and Inspections	5	11,250	3,650	14,900
Fixtures, Furnishings, Equipment	6	0	0	0
Other Soft Costs / Specialty Consultants	7	14,800	4,700	19,500
Project Contingency	8	46,437	23,284	69,721
Minor Construction	9	65,216	(65,216)	0
Project Budget		\$ 510,804	\$ 256,131	\$ 766,935


All costs associated with this Board action will be 100% funded through the CDBG Fund. The budget adjustment of \$256,131 will be expended in FY 2017/18 and will cover the construction contract.

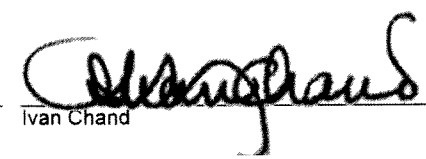
Attachment:


- Construction Contract with Sudweeks Construction, Inc.

RF:HM:VC:SP:RM:BL:mg FM08190008506 5548-13711
S:\Project Management Office\FORM 11'S\Form 11's in Process\5548 - 13711_D4 - 008506 - Goodhope Park Imp - Grant bid relief-
IVL, Contract-Sudweeks, Proj Bdgt Adj_120517.doc

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Alex Gann 11/27/2017


Ivan Chand 11/27/2017


Gregory F. Priapros, Director County Counsel 11/21/2017

Executed in quadruple originals

EXHIBIT PA-1

Bond No. 1001085528

Premium: \$11,322.00

PERFORMANCE BOND

Recitals: 1. Sudweeks Construction, Inc.

(contractor)

has entered into an Agreement dated _____ with County of Riverside

_____ for construction of public work known as

Goodhope Park Improvements - Perris

(Project)

2. American Contractors Indemnity Company, a

California corporation (Surety), is the Surety under this Bond

Agreement:

We, Contractor, as Principal, and Surety, jointly and severally agree, state, and are bound unto Owner, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the project of \$ 629,000.00 Six Hundred Twenty* and insures to the benefit of Owner.

*Nine Thousand and 00/100ths

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of Owner resulting from failure of Contractor to so act. All of said Contract documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Document or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of October 6, 2017

Sudweeks Construction, Inc.

^{Date} American Contractors Indemnity Company

By _____ By _____

By _____ Type Name Erik Johansson

Its Attorney in Fact "Surety"

Title President

Contractor

Note: This Bond must be executed by both parties with corporate seal affected. All signatures must be acknowledged. (Attach acknowledgements)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

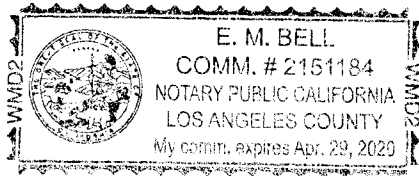
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On OCT 06 2017 before me, E. M. Bell, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Erik Johansson
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten 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 Riverside)

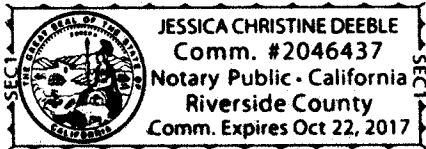
On 10-12-17 before me, Jessica Christine Deeble, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John T. Andrews
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 Jessica Christine Deeble
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: Declaration of Trust Document Date: 10-12-2017

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: John T. Andrews

Corporate Officer — Title(s): President

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: _____

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

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

**Erik Johansson, Jennifer Anaya, Frances Lefler, Ellen Bell, Melissa Lopez
or James W. Johnson of Tustin, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *******Thirty Million******* **Dollars (\$ *30,000,000.00**).**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

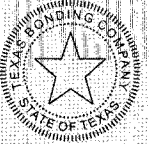
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



By:

Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature (Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____, 2017.

Corporate Seals

Bond No. 101085528
Agency No. 19261



Kio Lo, Assistant Secretary

Executed in Quadruplicate

Project No. 3693-3

Bond No. 1001085528

Premium Included in
Performance Bond

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on 9/28, 2017, has awarded Construction Contract Number 3693-3-005 ("Contract") to the undersigned Sudweeks Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the following project Goodhope Park Improvements - Perris;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and American Contractors Indemnity Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Six Hundred Twenty-Nine Thousand and 00/100 Dollars (\$629,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

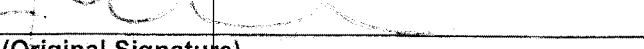
Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Sudweeks Construction, Inc.
(Firm Name – Principal)

Affix Seal if Corporation

27186 Newport Road #2
Menifee, CA 92584

(Business Address)

By 
(Original Signature)

(Title)

American Contractors Indemnity Company
(Corporation Name – Surety)

Affix Corporate Seal

625 The City Drive S., Ste. 205
Orange, CA 92868

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Melissa Lopez

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

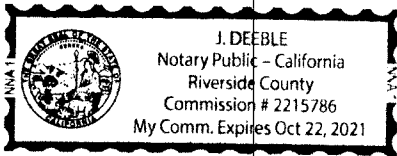
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)
On November 14, 2017 before me, J. Deeble, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John Trevor Sudweeks
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: Parent Bill Document Date: 1/26/17
Number of Pages: 2 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

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STATE OF CALIFORNIA)

COUNTY OF Orange)

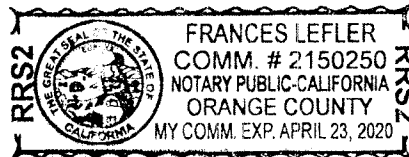
On NOV 2 - 2017 before me, Frances Lefler Notary
Public, Date (here insert name and title of the officer)

personally appeared Melissa Lopez

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: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

POWER OF ATTORNEY

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

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

Erik Johansson, Jennifer Anaya, Frances Lefler, Ellen Bell, Melissa Lopez or James W. Johnson of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Thirty Million Dollars (\$ *30,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

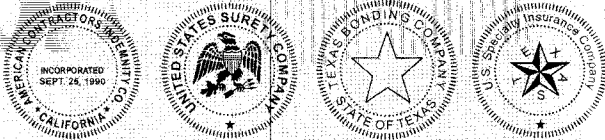
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



By: Daniel P. Aguilar, Vice President

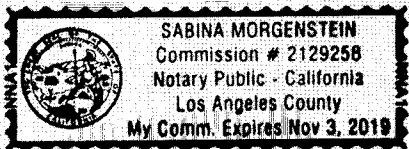
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State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature (Seal)

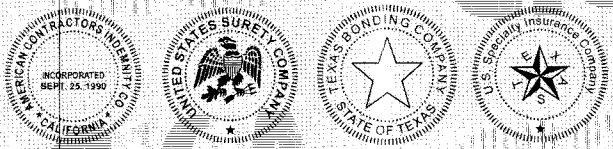


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this NOV 2 - 2017 day

Corporate Seals

Bond No. 1001085528
Agency No. 19261



Kio Lo, Assistant Secretary

CONSTRUCTION CONTRACT

This Construction Contract is entered into at Riverside, California on October 17, 2017, and is between the County of Riverside, a political subdivision of the State of California, thereafter called "AGENCY" and Sudweeks Construction, Inc., a California Corporation, hereinafter called "CONTRACTOR".

1. CONTRACTOR has submitted to AGENCY its bid for **Goodhope Park Improvements – Perris, CA** hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and AGENCY 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 Goodhope Park Improvements - Perris;
 - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements All applicable Agency, 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. Special Federal Provisions
 - f. Any change orders issued for the project;
 - g. Any additional or supplemental specifications or drawings issued for the project; and
 - h. 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 Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the AGENCY.
5. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents: Total contract amount is the base bid including additive alternates 1 through 3 in the amount of **SIX HUNDRED TWENTY-NINE THOUSAND DOLLARS NO CENTS (\$629,000.00)**.

6. Special Federal Requirements

- a. Contractor and Owner do hereby acknowledge that this project will be funded with Community Development Block Grant (CDBG) funds [24 CFR 570], and is therefore, subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
- b. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.
- c. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA 20160036

Modification Number: 13

Date: 9/8/17

- d. Section 3 Compliance: The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:
 - i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

7. Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

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

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

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

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

- i. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

- m. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

- n. **Procurement of Recovered Materials (2 CFR 200.322.)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. BASE BID

Provide base bid scope in accordance with the Contract Documents for the Project for the lump sum price indicated below:

BASE BID: GOODHOPE PARK IMPROVEMENTS						
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total	
1	Mobilization Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	LS	N/A	\$ 25000	\$ 25000	
2	Temporary Fencing	LS	N/A	10000	10000	
3	SWPPP Plan	LS	N/A	10000	10000	
4	Project Sign Per Exhibit B-3 of the Special Federal Provisions	LS	1	2000	2000	
		Lump Sum		\$ 47000	\$ 47000	(In Figures)
forty seven thousand dollars (In Words)						
Demolition						
5	Clear & Grub	LS	N/A	10000	10000	
6	Concrete Removal	LS	N/A	9000	9000	
7	Round Up	LS	N/A	2000	2000	
8	Play Area Removals (wood and soil)	LS	N/A	2000	2000	
9	Fence Removal	LS	N/A	4000	4000	
10	Misc. Items (i.e. Basketball Hoop, Drinking Fountain, Utility Pole)	LS	N/A	2000	2000	
11	Keystone Wall (Salvage/Reuse on Site)	LS	N/A	5000	5000	
		Lump Sum		\$ 34000	\$ 34000	(In Figures)
Thirty four thousand dollars (In Words)						

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Grading (Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.)

12	Fine Grading and Project Layout Rough and finish grade for the development of all base bid features shown as part of the base bid. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	LS	N/A				
						20000	20000
		Lump Sum			\$	20000	\$ 2000

Twenty Thousand Dollars (In Words) (In Figures)

Construction Items (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.)

13	Concrete Paving	SF	880			12000	12000
14	Concrete Steps & Handrails	LS	N/A			12000	12000
15	Concrete Channel in Parking Lot	LF	6			2000	2000
16	Concrete Mowcurb (6"x6")	LF	64			2000	2000
17	Trail Stabilization	SF	2,637			5000	5000
18	Aluminum Header	LF	460			14000	14000
19	Drainage Swale	SF	5,761			70000	70000
20	Sumps (5)	LS	N/A			12000	12000
21	Play Matting and Base	SF	1,545			30000	30000
22	Chain Link Fence (8')	LF	482			15000	15000
23	Chain Link Fence (4')	LF	170			5000	5000
24	Keystone Retaining Wall	LF	170			12000	12000
25	Lighting	EA	7			82000	82000
		Lump Sum			\$	273000	\$ 273000

Two Hundred Seventy Three Thousand Dollars (In Words) (In Figures)

Irrigation (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.)

26	Irrigation System Complete Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.	LS	N/A				
						90000	90000

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		Lump Sum		\$	90000	\$	90000
Ninety thousand Dollars							(In Figures)
(In Words)							
Planting (Prices shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.)							
27	Soil Preparation Price shall include the installation of soil amendments, fertilizers and finish grading for hydroseed turf and plantings.	LS	N/A		12000		12000
28	Shrubs (1 Gal)	EA	191		4000		4000
29	Shrubs (5 Gal)	EA	70		5000		5000
30	Trees (24" Box)	EA	12		6000		6000
31	Turf Hydroseed	SF	37,252		10000		10000
31A	Hybrid Turf Establishment	SF	37,252		25000		25000
32	Wood Mulch (3" Layer)	CY	43		6000		6000
33	90 Day Maintenance Period	LS	N/A		5000		5000
		Lump Sum		\$	73000	\$	73000
Seventy three thousand Dollars							(In Figures)
(In Words)							
34	Project Finalization - As Builts: Providing project close out tasks including providing all turn-over items, such as Irrigation As-Builts, Controller Charts, Project Certifications, Irrigation and Water Audit Certifications, etc. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals	LS	N/A		5000		5000
		Lump Sum		\$	5000	\$	5000
Five thousand Dollars							(In Figures)
(In Words)							
SUB-TOTAL OF ITEMS 1 THROUGH 34:							542,000
Five Hundred forty two thousand Dollars							(In Figures)
(In Words)							
5% CONTINGENCY:							
(In Figures)							
(In Words)							
TOTAL BASE BID Price (INCLUDING CONTINGENCY):							542,000
Five Hundred forty two thousand dollars							(In Figures)
(In Words)							

B. ADDITIVE ALTERNATE(S)

1. Additive Alternate No. 1:

Wood Mulch installation:

The contractor shall provide a complete weed kill or the indicated area, then clear and grub the areas providing a feathered 3" cut area from all hard surfaces to 3' away from all surfaces to allow the weed barrier and mulch to meet the adjacent hard surfaces. Excess dirt from this 3' wide excavation shall be spread within the existing Add Alt area. Install weed barrier per mfg. specifications with pins and then install 3" wood mulch per plans and specifications. At play area, the contractor shall rototill the existing mulch, pull existing mulch to perimeter and install new 6" layer of wood mulch.

Additive Alternate No. 2:

Picnic Pavilion and concrete slab installation:

The contractor shall provide finish grade and install picnic pavilion per mfg. specifications. Then install the concrete slab per plans and specifications. Provide any credit for irrigation adjustments and planting of this area – provide separate line item for all credits.

Additive Alternate No. 3:

Decomposed Granite Path - Stabilized:

The contractor shall provide an alternate bid price for switching from stabilized native soil to a Stabilized Decomposed Granite trail system, per plans and specifications.

ADDITIVE ALTERNATES

ADDITIVE ALTERNATES						
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total	
35	Add Alt #1 - Wood Mulch Installation: Provide weed kill, clear and grub and finish grading for installation of weed barrier and wood mulch per plans and specifications. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	LS	N/A			
		Lump Sum		\$	7000	\$ 7000
Seven thousand Dollars						(In Figures)
(In Words)						

REQUEST FOR BIDS

PKARC 219

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570
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 COMMUNITY WORKS DESIGN GROUP

36	Add Alt #2 – Picnic Pavilion and Slab: Installation of Picnic Pavilion and concrete slab – complete per plans and specifications. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	LS	N/A				
		Lump Sum		\$	68000	\$	68000
Sixty Eight Thousand Dollars							(In Figures)
(In Words)							
37	Add Alt. #3 – D.G Path: Install the stabilized Decomposed Granite path in lieu of the Base Bid stabilized native soil. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	LS	N/A				
		Lump Sum		\$	12000	\$	12000
Twelve Thousand Dollars							(In Figures)
(In Words)							
SUB-TOTAL OF ITEMS 35 THROUGH 37:							87,000
Eighty Seven Thousand Dollars							(In Figures)
(In Words)							
5% CONTINGENCY:							4,350
Four Thousand Three Hundred Fifty Dollars							(In Figures)
(In Words)							
TOTAL ADDITIVE ALTERNATE #1,#2 ,#3 (INCLUDING CONTINGENCY):							87,000
Eighty seven thousand Dollars							(In Figures)
(In Words)							

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TOTAL BID

BID ITEMS	COST
Base Bid:	542,000
Additive Alternate #1: Wood Mulch Picnic	7,000
Additive Alternate #2: Picnic Pavillion	68,000
Additive Alternate #3: D.G. Trail	2,000
GRAND TOTAL OF BASE BID AND ALL ADDITIVE ALTERNATES:	629,000
	(In Figures)
Six Hundred Twenty Nine thousand Dollars	
(In Words)	

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


CONTRACTOR:

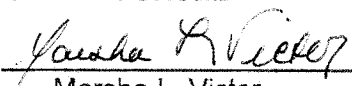
COMPANY NAME: **SUDWEEKS CONSTRUCTION, INC.**

BY: 
NAME: Mari Dinger
TITLE: Office Manager

OWNER:
COUNTY OF Riverside County

APPROVED AS TO FORM:
On Behalf Of
County of Riverside

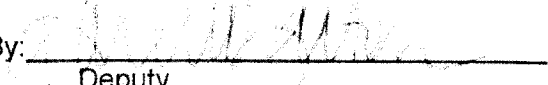
By: 
John Tavaglione
Chairman
Board of Directors

GREGORY P. PRIAMOS
COUNTY COUNSEL
By: 
Marsha L. Victor
Chief Deputy County Counsel

DATE: DEC 05 2017

DATE: 10/27/17

ATTEST:
CLERK OF THE BOARD
KECIA HARPER-IHEM

By: 
Deputy