

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



**ITEM**  
13.2  
(ID # 8482)

**MEETING DATE:**

Tuesday, December 4, 2018

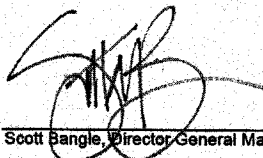
**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARK & OPEN-SPACE DISTRICT: Approve and Execute the Agreement for Millsten Enterprises, Inc. with the Riverside County Regional Park and Open-Space District for the Landscape Construction/ Turf Reduction at Lake Skinner; District 3, [\$259,553]; [Park Acquisition & Development-Grants Fund 33110 100%]

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

1. Approve PKARC-237 Addendums No. 1 & No. 2 to the project bid documents issued prior to the October 4, 2018 bid opening; and
2. Waive any minor irregularities, award the contract to Millsten Enterprises, Inc. of Nuevo, California and authorize the Chairman of the Board of Directors for the District to execute the contract documents; and
3. Accept the low bid submitted by Millsten Enterprises, Inc., Nuevo, CA, in the sum amount of \$259,553; and
4. Approve and execute the agreement with Millsten Enterprises, Inc. for the Turf Reduction for Lake Skinner Program in the amount of \$259,553; and
5. Award the contract to Millsten Enterprises, Inc. and authorize the Chairman of the Board to execute the contracts on behalf of the District; and
6. Authorize the General Manager, or their Designee, to approve and execute amendments to agreement as required to complete the project; and
7. Direct the Clerk of the Board to return three (3) executed copies of the agreement to Parks.

**ACTION:** Policy



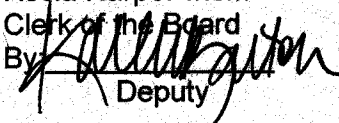
Scott Bangle, Director General Manager / Park Director

11/14/2018

**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Ashley, seconded by Director 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 4 2018  
**xc:** Parks, Recorder

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 259,553	\$ 0	\$ 259,553	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Park Acq &amp; Dev-Grants Fund 33110 (100%)</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

On September 11, 2018, per minute order 13.3, your honorable Board authorized Construction Improvements for the Riverside County Parks Turf Reduction for Lake Skinner Program (Project). The Project is being completed cooperatively with the Rancho California Water District under a grant that was approved on March 21, 2017 per minute order 13.1.

The intended outcome of the Project is to reduce regional dependence on imported water while providing native habitat for a variety of local wildlife and educating more than 300,000 park visitors annually on the importance of water conservation and drought preparedness. With the frequent recurrence of drought conditions in California, the District is committed to doing its part to ensure water is used wisely and efficiently.

The major physical components of the Project include: (1) removal of some existing turf areas, (2) installation of drought tolerant native plants and trees, (3) installation of permeable ground cover to allow infiltration of rain water, (4) retrofitting of existing irrigation systems for water use efficiency, and (5) installation of interpretive signage intended to educate park visitors about water conservation.

**IMPACT ON CITIZENS AND BUSINESSES**

This Project will address a current need of the region by reducing potable water consumption at Lake Skinner Recreation Area, which in turn will reduce dependency on imported water from the San Francisco Bay Delta and the Colorado River. The Project will also educate park visitors on the importance of conserving water in their day-to-day lives.

**CONTRACT HISTORY AND PRICE REASONABLENESS**

A Notice Inviting Bids for construction of the Turf Reduction Project was advertised with The Press Enterprise on September 21, 2018 and September 28, 2018. A pre-bid meeting was not held.

Five bids were received at the Clerk of the Board on October 4, 2018. After County Counsel review, it was concluded that the low bidder was Millsten Enterprises, Inc. in the amount of

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

\$259,553. The District wishes to retain Millsten Enterprises, Inc. for construction and implementation of the Turf Reduction Project at Lake Skinner and execute the related contract in order to begin construction as soon as possible.

**OTHER FISCAL INFORMATION**

The total Project cost was initially estimated as \$409,211, consisting of \$42,216 for direct Project administration, \$37,240 for planning/design/engineering/environmental, and \$329,755 for construction/implementation. It was then determined that this estimate for total Project costs would be funded by \$109,211 from the District's existing Fund Balance restricted for capital improvements as grant match to the \$300,000 grant awarded to the District by Rancho California Water District (RCWD). RCWD originally received the funding through the Integrated Regional Water Management Grant Program (IRWM) via Proposition 84, then awarded it to the District through a sub-recipient grant which the Board approved on March 21, 2017 per minute order 13.1.

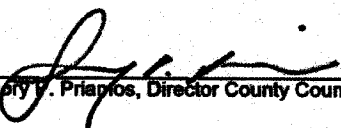
This \$259,553 contract with Millsten Enterprises, Inc. is for the construction/implementation portion of the Project, which was initially estimated at \$329,755. The difference between the cost estimate and the awarded contract amount will be withheld for use as a contingency fund should changes arise during the course of construction.

The District anticipates a reduction in ongoing costs for water utilities and maintenance to offset the cost of the Project over time.

**ATTACHMENTS**

PKARC – 237 Addendums No. 1 and No. 2

PKARC – 237 Approved Bid Packet

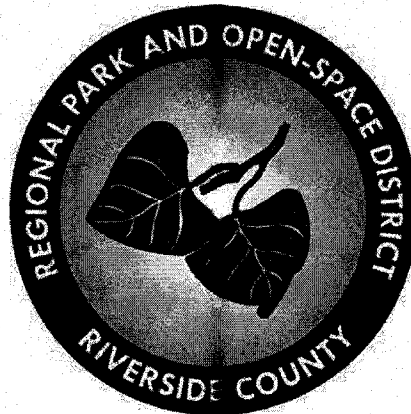
  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      11/20/2018

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

## PKARC-0237

# REQUEST FOR BIDS FOR LANDSCAPE CONSTRUCTION IMPROVEMENTS LAKE SKINNER TURF REDUCTION

37701 WARREN ROAD  
WINCHESTER, CA 92596



September 27, 2018

Prepared by:

**Riverside County Regional Park and Open-Space District**  
4600 Crestmore Road  
Jurupa Valley, CA. 92509  
(951) 955-4300 Fax (951) 955-1383

**Scott Bangle**  
**General Manager**

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

## ADDENDUM NO. 1 TO RFP # PKARC-237

1. This addendum is considered to be part of the 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 quote 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. To verify that all Vendors have received a copy of this addendum, please be sure to notate on acknowledgment of receipt on section 3 of the Bid Form.
3. Questions and Answers.

**Question 1: During the demolition phase of the turf reduction project, will the dirt need to be hauled off site or will there be a designated dumping area within the park.**

**County Answer:** It will not be necessary to haul the dirt there will be a designated area on site where it can be unloaded.

**Question 2: Where can we find the exact details for the signage?**

**County Answer:** Within the PKARC-237 – SKN Turf Reduction AATF Plans Specifications file, the details regarding the sign can be found. Page 22 Sections G & H. A digital replication of what the sign will look like has also been uploaded to ARC..

**Question 3: What is the estimate cost of the project?**

**County Answer:** This project is funded through a grant, and the funding for this aspect of the grant is not to exceed \$285,000.

**Question 4: What is the engineer's estimate for the project?**

**County Answer:** The engineer's estimate is a tool to assist the District in budgeting, rather than a tool to assist proposers in the public bidding process. It is recommended that all proposers keep in mind the grant award amount provided in the RFB and provide their best price as they bid for the Lake Skinner Turf Reduction project

**Question 5: Please clarify if a header or mow curb is to be installed where groundcover meets turf and please provide a detail. "Wherever ground cover areas are adjacent to turf, install concrete mow strip or header board as indicated on drawings." The details and plans do not show any kind of header or mow curb.**

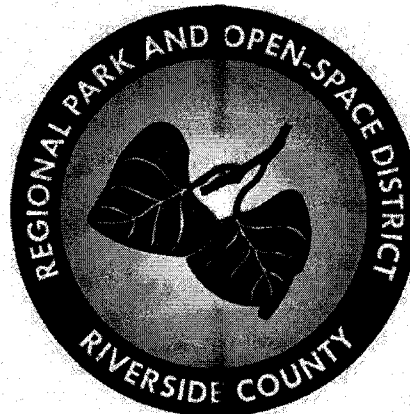
**County Answer:** Please omit Planting Note #10, as a concrete mow strip or header is not required on this project.

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**PKARC-0237**

**REQUEST FOR BIDS FOR  
LANDSCAPE CONSTRUCTION IMPROVEMENTS  
LAKE SKINNER TURF REDUCTION**

37701 WARREN ROAD  
WINCHESTER, CA 92596



October 3, 2018

Prepared by:

**Riverside County Regional Park and Open-Space District**  
4600 Crestmore Road  
Jurupa Valley, CA. 92509  
(951) 955-4300 Fax (951) 955-1383

**Scott Bangle**  
**General Manager**

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

## ADDENDUM NO. 2 TO RFP # PKARC-237

1. This addendum is considered to be part of the 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 quote 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. To verify that all Vendors have received a copy of this addendum, please be sure to notate on acknowledgment of receipt on section 3 of the Bid Form.
3. Questions and Answers.

**Question 1: The Notice Inviting Bids and the Bid Proposal has a discrepancy. The NIB states Contractor must be a "B" License, where the proposal stats contractor must be "A or B". We are an A with a C27 License contractor which is most appropriate. Please clarify.**

**County Answer:** Contractors will be required to have a Class A with a C-27

**Question 2: The mulch on Detail B on Sheet L-3.7 calls out for Medium Grind and No Chips. The notes on Sheet L-3.1 thru L-3.6 call out for Chips from Earthworks. Which is correct?**

**County Answer:** Contractors are to source out wood chips, it is not necessary to source the material from Earthworks.

**Question 3: Thank you for the quick response, although this addendum does that address the estimated value of the project. We have found other document/sources revealing the 285k is what they were given in a Grant and there was another 130 approximately that the district is going to have to make up costs. Please put that in the next addendum or we may have to protests because I know how contractors bid according to what the engineers estimate. It was simply the amount that is given to the district by the Grant please confirm receiving this.**

**County Answer:** This District has confirmed receipt of the above message. On March 21, 2017 the Riverside County Board of Directors accepted item 13.1 for 3793 Regional Park and Open-Space District, the approval of the Proposition 84 Integrated Regional Water Management Implementation Subgrant Agreement with Rancho California Water District; District 3. This is a public document available at [http://rivcocob.org/proceeds/2017/p2017\\_03\\_21.htm](http://rivcocob.org/proceeds/2017/p2017_03_21.htm), and the information within the document covers the total cost of the project as well as the project break down for the direct project administration, planning and design, engineering, and construction implementation costs.

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

## CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into at Riverside, California on November 16, 2018, by and between the **Riverside County Regional Park and Open-Space District, a special district**, thereafter called "**DISTRICT**" and Millsten Enterprises, Inc., a corporation, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to DISTRICT its bid for (PKARC 0237) the **Landscape Construction/ Turf Reduction Project at Lake Skinner**, 37701 Warren Rd., Winchester, CA 92596 hereafter called "Project," and all appurtenant work in accordance with the Contract Documents identified below and DISTRICT has awarded the Contract to Contractor 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 (PKARC 0237) **Landscape Construction/ Turf Reduction Project at Lake Skinner**, 37701 Warren Rd., 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 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 DISTRICT.
5. Contract Time: This Contract shall remain in effect until all work has been completed, Notice of Completion has been issued by the District, and all payments have been made to Contractor. All work is to be completed no later than January 29, 2019
6. 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.



LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

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 until Contractor completes the Project. 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. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code Section 53069.85

6. Compensation: The DISTRICT agrees to pay and the CONTRACTOR agrees to accept in full consideration for the performance of all of the work is not to exceed:

**\$ 272,530.62**

(In Figures)

**Two Hundred Fifty Nine Thousand Five Hundred Fifty Two Dollars and Ninety-Seven Cents**

(In Words)

Pease reference the contract breakdown that is outlined below.

**A. BASE BID:**

Provide base bid scope in accordance with the Contract Documents for **Landscape Construction/ Turf Reduction Project at Lake Skinner, 37701 Warren Rd., Winchester, CA 92596** price indicated below:

**NOTE:** Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the items.

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
 37701 WARREN ROAD., WINCHESTER, CA 92896  
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**CAMP STORE**

ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM COST
<b>LANDSCAPE CONSTRUCTION</b>				
<b>•DEMOLITION</b>				
Grass Removal - Clear and Grubbing	9,077	S.F.	\$ .32	\$ 2,094.64
Concrete Sawcutting and Removal	43	L.F.	\$30.00	\$ 1,290.00
			<b>Section Subtotal</b>	<b>\$ 3,384.64</b>
<b>•EARTHWORK/GRADING</b>				
Fine Grading - Soil Prep	9,077	S.F.	\$ .32	\$ 2,094.64
			<b>Section Subtotal</b>	<b>\$ 2,094.64</b>
<b>•CONCRETE WORK</b>				
Concrete Curb and Gutter	345	L.F.	\$ 30.00	\$ 10,350.00
Concrete paving (Signage Pad)	50	S.F.	\$ 8.00	\$ 400.00
			<b>Section Subtotal</b>	<b>\$ 10,750.00</b>
<b>•SIGNAGE</b>				
ISA Parking Stall Signage	1	E.A.	\$ 750.00	\$ 750.00
			<b>Section Subtotal</b>	<b>\$ 750.00</b>
<b>•STRIPING</b>				
Parking Lot Striping	420	S.F.	\$ 1.78	\$ 447.60
			<b>Section Subtotal</b>	<b>\$ 1,197.60</b>
<b>LANDSCAPE CONSTRUCTION SUBTOTAL</b>				
<b>LANDSCAPE PLANTING</b>				
<b>•TREES</b>				
24" Box Tree	3	EA.	\$ 375.00	\$ 1,125.00
			<b>Section Subtotal</b>	<b>\$ 1,125.00</b>
<b>•GROUND COVER</b>				
Mulch - Shredded Wood - 4" thick	9,077	S.F.	\$ .46	\$ 4,175.42
			<b>Section Subtotal</b>	<b>\$ 5,300.42</b>
<b>LANDSCAPE PLANTING SUBTOTAL</b>				
<b>LANDSCAPE IRRIGATION</b>				
<b>RWS Tree Bubblers (per pair,) and PVC</b>				
Laterals	3	EA	\$ 250.00	\$ 750.00
Existing Tree Dripperline and PVC Laterals	7	EA	\$ 50.00	\$ 50.00
			<b>Section Subtotal</b>	<b>\$ 800.00</b>
<b>LANDSCAPE IRRIGATION SUBTOTAL</b>				
<b>LANDSCAPE MAINTENANCE</b>				
90 Day Maintenance Period	9,077	S.F.	\$ .04	\$ 363.08
			<b>Section Subtotal</b>	<b>\$ 363.08</b>
<b>LANDSCAPE MAINTENANCE SUBTOTAL</b>				
<b>CAMP STORE TOTAL</b>				<b>\$ 25,738.38</b>

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
 37701 WARREN ROAD., WINCHESTER, CA 92896  
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**CAMPGROUND A**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ITEM COST</u>	
<b>LANDSCAPE CONSTRUCTION</b>					
•DEMOLITION					
Grass Removal - Clear and Grubbing	26397	S.F.	\$ .32	\$ 8,447.04	
•EARTHWORK/GRADING					
Fine Grading - Soil Prep	26397	S.F.		\$ 8,447.04	
				Section Subtotal	\$ 16,894.08
LANDSCAPE CONSTRUCTION SUBTOTAL					
<b>LANDSCAPE PLANTING</b>					
•TREES					
24" Box Tree	20	EA.	\$ 375.00	\$ 7,500	
				Section Subtotal	\$ 7,500
•GROUNDCOVER					
Mulch - Shredded Wood - 4" Thick	26397	S.F.	\$ .46	\$ 12,142.62	
				Section Subtotal	\$ 12,142.62
LANDSCAPE PLANTING SUBTOTAL					
<b>LANDSCAPE IRRIGATION</b>					
RWS Tree Bubblers (per pair,) and PVC					
Laterals	22	EA	\$250.00	\$ 5,500	
				Section Subtotal	\$ 5,500
LANDSCAPE IRRIGATION SUBTOTAL					
<b>LANDSCAPE MAINTENANCE</b>					
90 Day Maintenance Period	26397	S.F.	\$.04	\$ 1,055.88	
				Section Subtotal	\$ 1,055.88
LANDSCAPE MAINTENANCE SUBTOTAL					
<b>CAMP 'A' TOTAL</b>				<b>\$ 43,092.58</b>	

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
 37701 WARREN ROAD., WINCHESTER, CA 92896  
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**CAMPGROUND B**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ITEM COST</u>
<b>LANDSCAPE CONSTRUCTION</b>				
<b>•DEMOLITION</b>				
Grass Removal - Clear and Grubbing	70152	S.F.	\$ .32	\$ 22,440.00
<b>•EARTHWORK/GRADING</b>				
Fine Grading - Soil Prep	70152	S.F.	\$ .32	\$22,440.00
Swale - Dry Stream Bed	200	S.F.	\$ 12.50	\$2,500.00
				<b>Section Subtotal</b>
				<b>\$47,380.00</b>
<b>LANDSCAPE CONSTRUCTION SUBTOTAL</b>				
<b>LANDSCAPE PLANTING</b>				
<b>•TREES</b>				
	30	EA	\$ 375.00	\$11,250
				<b>Section Subtotal</b>
				<b>\$11,250</b>
<b>•GROUNDCOVER</b>				
Mulch - Shredded Wood - 4" Thick	70152	S.F.	\$ .46	\$32,269.99
				<b>Section Subtotal</b>
				<b>\$32,269.99</b>
<b>LANDSCAPE PLANTING SUBTOTAL</b>				
<b>LANDSCAPE IRRIGATION</b>				
RWS Tree Bubblers ( per pair,) and PVC	30	EA	\$ 250.00	\$7,500
Laterals	30	EA	\$ 250.00	\$7,500
				<b>Section Subtotal</b>
				<b>\$15,000</b>
<b>LANDSCAPE IRRIGATION SUBTOTAL</b>				
<b>LANDSCAPE MAINTENANCE</b>				
	70152	SF	\$ .04	\$2,806.08
				<b>Section Subtotal</b>
				<b>\$2,806.02</b>
<b>CAMP 'B' TOTAL</b>				
				<b>\$108,706.07</b>

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
 37701 WARREN ROAD., WINCHESTER, CA 92896  
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**CAMPGROUND C**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ITEM COST</u>	
<b>LANDSCAPE CONSTRUCTION</b>					
<b>•DEMOLITION</b>					
Grass Removal - Clear and Grubbing	39829	S.F.	\$ .32	\$12,745.28	
<b>•EARTHWORK/GRADING</b>					
Fine Grading - Soil Prep	39829	S.F.	\$ .32	\$12,745.28	
				Section Subtotal	\$25,490.56
<b>LANDSCAPE CONSTRUCTION SUBTOTAL</b>					
<b>LANDSCAPE PLANTING</b>					
<b>•TREES</b>					
	21	EA	\$ 375.00	\$7,875	
				Section Subtotal	\$7,875
<b>•GROUNDCOVER</b>					
Mulch - Shredded Wood - 4" Thick	39829	S.F.	\$ .46	\$18,321.34	
				Section Subtotal	\$18,321.34
<b>LANDSCAPE PLANTING SUBTOTAL</b>					
<b>LANDSCAPE IRRIGATION</b>					
RWS Tree Bubblers (per pair,) and PVC	21	EA	\$ 250.00	\$5250.00	
Laterals	21	EA	\$ 250.00	\$5250.00	
				Section Subtotal	\$10,500.00
<b>LANDSCAPE IRRIGATION SUBTOTAL</b>					
<b>LANDSCAPE MAINTENANCE</b>					
	39829	S.F.	\$ .04	\$1,593.16	
				Section Subtotal	\$1,593.16
<b>CAMP 'C' TOTAL</b>				<b>\$47,290.50</b>	

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
 37701 WARREN ROAD., WINCHESTER, CA 92896  
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**AMPITHEATHER 2**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ITEM COST</u>	
<u>LANDSCAPE CONSTRUCTION</u>					
•DEMOLITION					
Grass Removal - Clear and Grubbing	3998	S.F.	\$ .32	\$1,279.36	
•EARTHWORK/GRADING					
Fine Grading - Soil Prep	3998	S.F.	\$ .32	\$1,279.36	
•CONCRETE WORK					
Concrete Paving ( Signage Pad)	48	L.F.	\$ 8.00	\$384.00	
LANDSCAPE CONSTRUCTION SUBTOTAL			Section Subtotal	\$2,942.72	
<u>LANDSCAPE PLANTING</u>					
•GROUND COVER					
Mulch - Shredded Wood - 4" Thick	3998	S.F.	\$ .46	\$1,839.08	
LANDSCAPE PLANTING SUBTOTAL					
<u>LANDSCAPE MAINTENANCE</u>		3998	S.F.	\$ .04	\$159.92
			Section Subtotal	\$159.92	
<b>AMPITHEATHER 2 TOTAL</b>				<b>\$4,941.72</b>	

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
 37701 WARREN ROAD., WINCHESTER, CA 92896  
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**AMPITHEATHER 6**

ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM COST
<b>LANDSCAPE CONSTRUCTION</b>				
<b>•DEMOLITION</b>				
Grass Removal - Clear and Grubbing	12398	S.F.	\$ .32	\$3,967.36
<b>•EARTHWORK/GRADING</b>				
Fine Grading - Soil Prep	12398	S.F.	\$ .32	\$3,967.36
<b>•CONCRETE WORK</b>				
Concrete Paving ( Signage Pad)	50	L.F.	\$ 8.00	\$400.00
			Section Subtotal	\$ 8,334.72
<b>LANDSCAPE CONSTRUCTION SUBTOTAL</b>				
<b>LANDSCAPE PLANTING</b>				
<b>•TREES</b>				
	6	E.A.	\$ 375.00	\$2,250.00
			Section Subtotal	\$2,250.00
<b>•GROUND COVER</b>				
Mulch - Shredded Wood - 4" Thick	12398	E.A.	\$ .46	\$5,703.08
			Section Subtotal	\$5,703.08
<b>LANDSCAPE PLANTING SUBTOTAL</b>				
<b>LANDSCAPE IRRIGATION</b>				
RWS Tree Bubblers (per pair,) and PVC	6	E.A.	\$ 250.00	\$1,500.00
Laterals	6	E.A.	\$ 250.00	\$1,500.00
			Section Subtotal	\$3,000.00
<b>LANDSCAPE IRRIGATION SUBTOTAL</b>				
<b>LANDSCAPE MAINTENANCE</b>				
	12398	E.A.	\$ .04	\$495.92
			Section Subtotal	\$ 495.92
<b>AMPITHEATHER 6 TOTAL</b>			<b>\$19,783.72</b>	

**Base Bid:** Two Hundred Forty Nine Thousand Five Hundred Fifty Two Dollars and Ninety-Seven cents.  
 (\$ 249,552.97), including all applicable taxes, licenses, Bonds AND Course of **Construction Builders Risk Insurance.**

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
 37701 WARREN ROAD., WINCHESTER, CA 92896  
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**B. BID ALTERNATES:**

**Interpretive Signage Board and Mount**

**CAMP STORE**

ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM COST
•INTERPRETIVE SIGNAGE				
Interpretive Signage Board and Mount	1	E.A.	\$2,500.00	\$2,500.00
<b>CAMP STORE TOTAL</b>			<b>\$2,500.00</b>	

**CAMP 'A'**

ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM COST
•INTERPRETIVE SIGNAGE				
Signage Board and Mount	1	E.A.	\$2,500.00	\$2,500.00
<b>CAMP 'A' TOTAL</b>			<b>\$2,500.00</b>	

**Amphitheater 2**

ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM COST
•INTERPRETIVE SIGNAGE				
Signage Board and Mount	1	E.A.	\$2,500.00	\$2,500.00
<b>AMPITHEATHER 2 TOTAL</b>			<b>\$2,500.00</b>	

**Amphitheater 6**

ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM COST
•INTERPRETIVE SIGNAGE				
Signage Board and Mount	1	E.A.	\$2,500.00	\$2,500.00
<b>AMPITHEATHER 6 TOTAL</b>			<b>\$2,500.00</b>	

**ALTERNATE NO. 1 - INTERPRETIVE SIGNAGE;** Installation of interpretive signage at four (4) locations as detailed on Site Plan L-3.7:

**BID ALTERNATE:** Ten Thousand Dollars (\$ 10,000 )

**C. 5% Contingency:** These funds are not a guarantee of payment, but are set aside in the event that an adjustment is need. The use of these funds must have prior written approval by District staff. Contractor must submit a change order request in order to initiate the use of these funds.  
Twelve Thousand Nine Hundred and Seventy Seven Dollars and Sixty Five Cents (\$12,977.65)

**D. TOTAL BID AMOUNT** (GRAND SUM TOTAL OF BASE BID, BID ALTERNATES and 5% CONTIGENCY):

Two Hundred Seventy Two Thousand Five Hundred Thirty Dollars and Sixty-Two Cents  
(\$ 272,530.62)

Including all applicable taxes, licenses, **Bonds AND Course of Construction Builders Risk Insurance.**

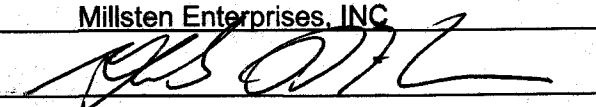
**NOTE:** Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the bid alternate items.



LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

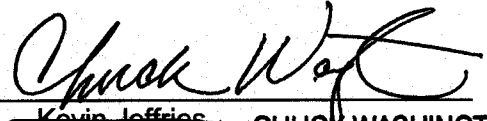
IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth on Page 1 of this Construction Contract.


**CONTRACTOR:**

COMPANY NAME: Millsten Enterprises, INC  
BY:   
NAME: Henrik Kristensen  
TITLE: CFO  
Dated: 10/18/2018

**OWNER:  
RIVERSIDE COUNTY REGIONAL PARK and  
OPEN-SPACE DISTRICT**

**APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL**

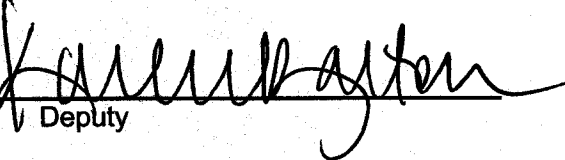
By:   
~~Kevin Jeffries~~ **CHUCK WASHINGTON**  
Chairman  
Board of Directors

By:   
Kristine Bell-Valdez  
Supervising Deputy County Counsel

DATE: DEC 04 2018

DATE: 11/14/18

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

By:   
Deputy

REQUEST FOR BIDS

PKARC 0237

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

**PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129 (b))

(Page 1 of 3)

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") has awarded Construction Contract Number: PKARC 0237 ("Contract") to the undersigned MILLSTEN ENTERPRISES, INC., as Principal ("Principal") to perform the work ("Work") for the following project: Landscape Construction/ Turf Reduction Project at Lake Skinner, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and DEVELOPERS SURETY AND INDEMNITY COMPANY ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of TWO HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED THIRTY AND 62/100 Dollars (\$ 272,530.62), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District 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 District, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by District, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by District to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by District

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

## PERFORMANCE BOND

(Page 2 of 3)

as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

If District determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than District or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by District and judgment or award is entered in favor of District as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the District.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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, 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.

(Remainder of page intentionally left blank)

LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

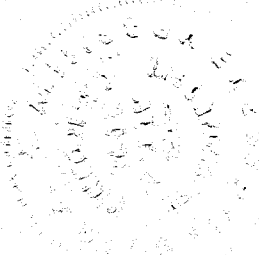
**PERFORMANCE BOND**

**(Page 3 of 3)**

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 District's rights against the others.

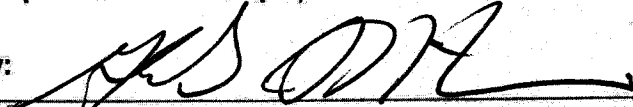
DATED: OCTOBER 15, 2018

(Corporate Seal of Principal, if Corporation)



MILLSTEN ENTERPRISES, INC.

**(Proper name of Principal)**

By: 

**Signature of Principal authorized representative**

HENRIK KRISTENSEN, CFO

**Print or type authorized representative's Name**

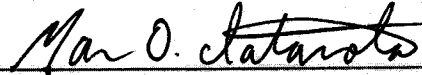
31051 11TH STREET, NUEVO, CA 92567

**Print or type Principal's Address**

(Corporate Seal of Surety)

DEVELOPERS SURETY AND INDEMNITY COMPANY

**Surety**

By: 

**Attorney-in-Fact, MARK D. IATAROLA**

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

MALONEY AND ASSOCIATES

435 WEST GRAND AVENUE, ESCONDIDO, CA 92025

**Name and Address of California Agent of Surety**

760/738-2610

**Telephone Number of California Agent of Surety**

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

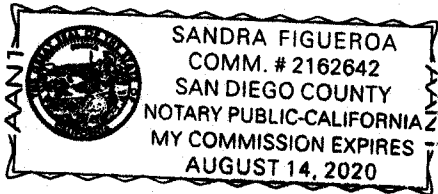
**CIVIL CODE § 1189**

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 SAN DIEGO }

On 10/16/2018 before me, SANDRA FIGUEROA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared HENRIK KRISTENSEN  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: HENRIK KRISTENSEN

Corporate Officer – Title(s): CFO

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

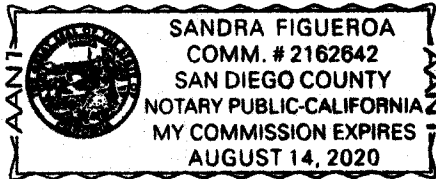
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 10/15/2018 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 and/or Stamp Above

**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 of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Mark D. Iatarola, John G. Maloney, Helen Maloney, Helen E. Whealdon, Sandra Figueroa, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, 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 Orange

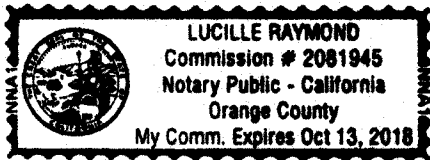
On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

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 *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15TH day of OCTOBER, 2018.

By: *Cassie J. Barrisford*  
Cassie J. Barrisford, Assistant Secretary



REQUEST FOR BIDS  
LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PKARC 0237

**PAYMENT BOND**

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

(Page 1 of 2)

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") has awarded Construction Contract Number: BID # PKARC 0237 ("Contract") to the undersigned MILLSTEN ENTERPRISES, INC., as Principal ("Principal") to perform the work ("Work") for the following project: **Landscape Construction/ Turf Reduction Project at Lake Skinner.**

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

DEVELOPERS SURETY

NOW THEREFORE, we, the Principal and AND INDEMNITY COMPANY ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of TWO HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED THIRTY AND 62/100 Dollars (\$ 272,530.62 ), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District 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 District, 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 District or Principal.



LANDSCAPE CONSTRUCTION/ TURF REDUCTION PROJECT AT LAKE SKINNER,  
37701 WARREN ROAD., WINCHESTER, CA 92896  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

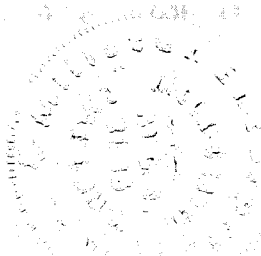
**PAYMENT BOND**

Page 2 of 2

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 District's rights against the others.

DATED: OCTOBER 15, 2018

(Corporate Seal of Principal, if Corporation)



MILLSTEN ENTERPRISES, INC.

(Proper name of Principal)

By:

Signature of Principal authorized representative

HENRIK KRISTENSEN, CFO

Print or type authorized representative's Name

31051 11TH STREET, NUEVO, CA 92567

Print or type Principal's Address

(Corporate Seal of Surety)

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

DEVELOPERS SURETY AND INDEMNITY COMPANY

Surety

By:

Attorney-in-Fact, MARK D. IATAROLA

MALONEY AND ASSOCIATES

435 WEST GRAND AVENUE, ESCONDIDO, CA 92025

Name and Address of California Agent of Surety

760/738-2610

Telephone Number of California Agent of Surety

**Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be attached.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

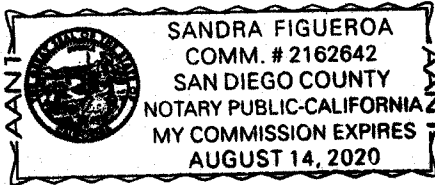
**CIVIL CODE § 1189**

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 SAN DIEGO }

On 10/16/2018 before me, SANDRA FIGUEROA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared HENRIK KRISTENSEN  
*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 and/or Stamp Above

**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: HENRIK KRISTENSEN

Corporate Officer – Title(s): CFO

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

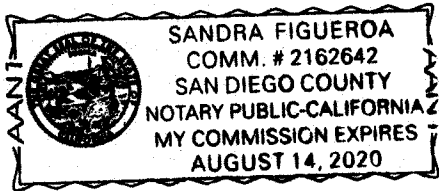
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 10/15/2018 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 and/or Stamp Above

**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 of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Mark D. Iatarola, John G. Maloney, Helen Maloney, Helen E. Whealdon, Sandra Figueroa, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, 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 Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
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.



Place Notary Seal Above

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 *Lucille Raymond*  
Lucille Raymond, Notary Public

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15TH day of OCTOBER, 2018.

By: *Cassie J. Barrisford*  
Cassie J. Barrisford, Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2019

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

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

PRODUCER Hatter, Williams & Parry Insurance 2230 Faraday Ave Carlsbad CA 92008	CONTACT NAME: Nickie Einertson	PHONE (A.C. No. Ext): (760) 795-2002	FAX (A.C. No.): (760) 929-0554
	E-MAIL ADDRESS: neinertson@hwpinsurance.com		
INSURED Millsten Enterprises, Inc. 31051 11th St Nuevo CA 92567	INSURER(S) AFFORDING COVERAGE		RMC #
	INSURER A:	The Ohio Casualty Insurance Co	24074
	INSURER B:	Ohio Security Insurance Co	24082
	INSURER C:	American Fire and Casualty Company	24086
	INSURER D:	State Compensation Ins Fund	35076
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 18-19 Master REVISION NUMBER:

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

ITEM LTD	TYPE OF INSURANCE	ADDITIONAL INSURER INSURER WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	EN115833200	08/05/2018	08/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED BEN (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000 \$	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAS58015906	05/08/2018	05/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000	
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			ESA58015906	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	91637972018	08/05/2018	08/05/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			BMO58015906	05/10/2018	05/10/2019	Installation Floater Deductible 500	

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

Riverside County Regional and Open Space District and the County of Riverside, its agencies, Districts, special districts and departments, their respective directors, officers, board of supervisors, employees, elected or appointed officials, agents or representatives are named Additional Insured as required by written contract.  
Re: Bid No: PKARC-0237 Landscape Construction/Turf Reduction project at Lake Skinner, 3770 Warren Rd, Winchester, CA 92596

CERTIFICATE HOLDER CANCELLATION

Riverside County Regional Park and Open Space District 4800 Crestmore Road Jarupa Valley CA 92509	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nickie Einertson</i>
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ENDORSEMENT AGREEMENT

BROKER COPY

WAIVER OF SUBROGATION  
BLANKET BASIS

9163797-18  
RENEWAL  
SP  
9-59-72-52  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE AUGUST 5, 2018 AT 12.01 A.M.  
AND EXPIRING AUGUST 5, 2019 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

MILLSTEN ENTERPRISES INC  
31051 11TH ST  
NUEVO, CA 92567

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 20, 2018

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED -  
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Policy Number: EN115833200	Endorsement Effective: 08/05/18 12:01 a.m.
Named Insured: MILLSTEN ENTERPRISES INC	Counter Signed By: <i>Ronan Corboy</i>

**SCHEDULE**

<p><b>Name of Person or Organization:</b> Any person or organization that the named insured is obligated by virtue of a written contract or Agreement to provide insurance such as is afforded by this policy.</p>
<p>Location:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.



**ARTICLES OF INCORPORATION**

**I**

The name of this corporation is:

**Millsten Enterprises Inc.**

**FILED**  
Secretary of State  
State of California

AUG - 4 2016

ICC

NA

8

**II**

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**III**

The name and address in the State of California of this corporation's initial agent for service of process is:

Laila J. Kepler  
43460 Ridge Park Drive Ste. 200  
Temecula, CA 92590

The initial business address of the corporation is:

31051 11th St.  
Nuevo, CA 92567

**IV**

This corporation is authorized to issue only one class of shares of stock, designated "common stock"; and the total number of shares which this corporation is authorized to issue is 100,000 with no par value.

**V**

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the corporation and shareholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

Cristal Mufoz, Incorporator