

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



ITEM: 13.2
(ID # 15261)

MEETING DATE:
Tuesday, May 25, 2021

FROM: Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT: Approve and Execute the Construction Contract with Three Peaks Corporation and the Riverside County Regional Park and Open-Space District for the Harford Springs Reserve Staging Area Project; District 1. [\$241,390 Total Cost - Park Acquisition & Development-CIP Fund 33100 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve PKARC-0247 Addendums No. 1 and No. 2 to the project bid documents issued prior to the March 11, 2021 bid opening;
2. Waive any minor irregularities, and accept the low bid submitted by Three Peaks Corporation (Three Peaks), in the sum amount of \$241,390;
3. Award the Construction Contract (Contract) to Three Peaks of Calimesa, California, for the Harford Springs Reserve Staging Area Project in the amount of \$241,390 and authorize the Chairman of the Board of Directors for the Regional Park & Open-Space District (RivCoParks) to execute the Contract documents;
4. Authorize the General Manager, or their Designee, to approve and execute amendments to the Contract that have been approved by County Counsel, as required to complete the project that do not change the substantive terms of the Contract, or increase compensation more than five percent (5%); and
5. Direct the Clerk of the Board to return three (3) executed copies of the Contract to RivCoParks.

ACTION: Policy


Kyla R. Brown, General Manager

5/13/2021

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 25, 2021
xc: Parks

Kecia R. Harper
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	\$ 0	\$ 241,390	\$ 241,390	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Park Acquisition & Development-CIP Fund 33100 100%			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On February 26, 2019, per minute order 13.1, the Board approved the contribution of \$500,000 in Quimby Fees from the Economic Development Agency to the Riverside County Regional Park & Open-Space District (RivCoParks) for capital improvements at Harford Springs Reserve (Reserve). The contribution supplements Development Impact Fees which were allocated on June 4, 2019 for up to \$148,509 for improvements associated with the Harford Springs Reserve Staging Area Project (Project). On January 26, 2021, per minute order 13.2, the Board approved PKARC-0247 for Advertisement of Request for Bids (RFB).

The Notice Inviting Bids (PKARC-0247) for the Project was posted on January 26, 2021. PKARC-0247 Addendums No. 1 and No. 2 were issued in response to questions prior to the bid closing on March 11, 2021. A mandatory Project pre-bid meeting was held on February 4, 2021, at 10:00 am. A total of 12 contractors attended the pre-bid meeting held at the Reserve.

A total of 7 of bids were received and upon review by County Counsel and RivCoParks staff, Three Peaks was found to be the most responsive low bidder with a bid of \$241,390.

Currently the Reserve does not have adequate parking for equestrian users, therefore the Project will consist of constructing a new parking lot to accommodate a variety of users. The staging area and parking lot will allow users of the Reserve to safely park trailers and vehicles in a designated area within the Reserve lands.

CEQA Compliance

RivCoParks prepared a Mitigated Negative Declaration (MND) pursuant to CEQA Guidelines Section 15152. All tribal and cultural mitigation measures identified during the AB52 process were included, which reduced all significant impacts to less than significant. RivCoParks published the Final IS/MND and issued a Notice of Determination at the Board of Directors meeting on January 26, 2021.

Impacts on Citizens and Businesses

The Project will benefit the equestrian community and other outdoor enthusiasts by creating a new access point for the Reserve, allowing users to safely park onsite with trailers and improve the overall user experience.

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

Attachments

- Addendums 1 & 2
- Construction Contract
- PKARC-247 Notice Inviting Bids
- Notice of Determination



Jason Farin, Principal Management Analyst

5/18/2021



Gregory V. Priamos, Director County Counsel

5/17/2021

CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into at Riverside, California on this **18th** day of **May 2021**, by and between the **Riverside County Regional Park and Open-Space District**, a park and open-space district created pursuant to California Public Resources Code Div.5, Ch.3, Art. 3, thereafter called "**DISTRICT**" and **THREE PEAKS**, a California Corporation, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to DISTRICT its bid for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570 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 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570
- 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 within **(120 calendar days)** following the date specified in DISTRICT's written order.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

MAY 25 2021 13.2

6. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

A. **BASE BID:**

Provide base bid scope in accordance with the Contract Documents for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570 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 Bid Alternate items.

Base Bid: Two Hundred Forty-One Thousand Three Hundred Ninety Dollars

\$(241,390.00), including all applicable taxes, licenses, Bonds, contingency AND Course of **Construction Builders Risk Insurance.**

B. **BID ALTERNATES: None.**

C. **TOTAL BID AMOUNT (GRAND SUM TOTAL OF BASE BID AND BID ALTERNATES):**

Two Hundred Forty-One Thousand Three Hundred Ninety Dollars \$(241,390.00), 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.

WITH DOCUMENTS FULLY EXECUTED RETURN
CLERK'S COPY
To Riverside County Clerk of the Board, 2000 11th
Floor, Riverside, CA 92501-1111
Thank you.

MAY 27 2013 10:51 AM

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
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:

THREE PEAKS

By: 

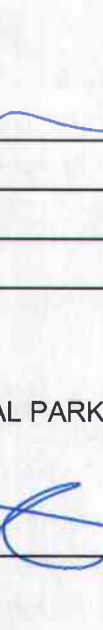
Name: _____

Title: _____

Date: _____

DISTRICT:

RIVERSIDE COUNTY REGIONAL PARK and
OPEN-SPACE DISTRICT

By: 

Chuck Washington
Chairman
Board of Directors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

By: 


Kristine Bell-Valdez
Supervising Deputy County Counsel

DATE: 05/25/2021

DATE: 5/14/2021

ATTEST:

CLERK OF THE BOARD
KECIA HARPER

By: 
Deputy

REQUEST FOR BIDS

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PKARC 0247

Bond No.: 024251326
Premium: \$3,476.00
Subject to Adjustment Based on
Final Contract Price

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: **BID # PKARC 0247** (“Contract”) to the undersigned Three Peaks Corp., as Principal (“Principal”) to perform the work (“Work”) for the following project: **Harford Springs Reserve Staging Area Project**, 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 The Ohio Casualty Insurance 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 Forty One Thousand Three Hundred Ninety & 00/100 Dollars (\$ 241,390.00), 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

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.

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

(Remainder of page intentionally left blank)

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.

(Corporate Seal of Principal, if Corporation)

Three Peaks Corp.

(Proper name of Principal)

By: 

Signature of Principal authorized representative

Erik Simmons, President

Print or type authorized representative's Name

P.O. Box 101, Calimesa, CA 92320


Print or type Principal's Address

(Corporate Seal of Surety)



The Ohio Casualty Insurance Company

Surety

By: 

Attorney-in-Fact Lawrence F. McMahon

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

Alliant Insurance Services, Inc.

Name and Address of California Agent of Surety

701 B Street, 6th Floor, San Diego, CA 92101

REQUEST FOR BIDS

PKARC 0247

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

619-238-1828

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 APR 21 2021 before me, Janice R. Martin, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon

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 Janice R. Martin



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____



Liberty Mutual.
SURETY

Liberty Mutual Surety
1001 4th Ave Ste 3800
Office: 206-473-3533


As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Safeco Insurance Company of America
American States Insurance Company

Please note that the digital seal utilized by our authorized agents will also include their agency specific reference number.

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

By: 
Renee C. Llewellyn, Assistant Secretary



Liberty Mutual.
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197174

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____

Janice Martin, Lawrence F. McMahon, Sarah Myers

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of April, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA 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 }

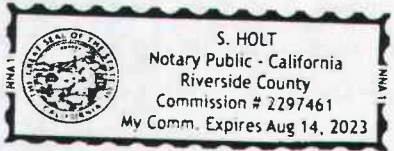
On April 23rd 2021 before me, S Holt, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Erik Simmons
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: _____

- 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: _____

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 0247** ("Contract") to the undersigned **Three Peaks Corp.**, as Principal ("Principal") to perform the work ("Work") for the following project: **Harford Springs Reserve Staging Area Project.**

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;

NOW THEREFORE, we, the Principal and The Ohio Casualty Insurance 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 Forty-One Thousand Three Hundred Ninety Dollars \$(241,390.00)**, 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.

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
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.

Three Peaks Corp.

(Proper name of Principal)

(Corporate Seal of Principal, if Corporation)

By:



Signature of Principal authorized representative

Erik Simmons, President

Print or type authorized representative's Name

P.O. Box 101, Calimesa, CA 92320

Print or type Principal's Address

(Corporate Seal of Surety)



The Ohio Casualty Insurance Company
Surety

By:

Attorney-in-Fact Lawrence F. McMahon

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

Alliant Insurance Services, Inc.

Name and Address of California Agent of Surety

701 B Street, 6th Floor

San Diego, CA 92101

619-238-1828

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 APR 21 2021 before me, Janice R. Martin, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~is/~~ 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 Janice R. Martin



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____



Liberty Mutual.
SURETY

Liberty Mutual Surety
1001 4th Ave Ste 3800
Office: 206-473-3533


As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Safeco Insurance Company of America
American States Insurance Company

Please note that the digital seal utilized by our authorized agents will also include their agency specific reference number.

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

By: 

Renee C. Llewellyn, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197174

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Janice Martin, Lawrence F. McMahon, Sarah Myers

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of April, 2021.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA 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 April 23rd 2021 before me, S Holt, Notary Public
Date Here Insert Name and Title of the Officer

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

who proved to me on the basis of satisfactory evidence to be the person ~~is~~ whose name ~~is~~ 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: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

Workers' Compensation and Employers' Liability Policy

Named Insured Barrett Business Services, Inc. L/C/F THREE PEAKS CORP. P.O. BOX 101 CALIMESA, CA 92320	Endorsement Number
	Policy Number Symbol: Number: C68620491
Policy Period 9/1/2020 TO 9/1/2021	Effective Date of Endorsement 4/20/2021
Issued By (Name of the Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

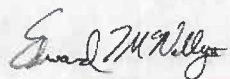
- 1. Specific Waiver
 Name of person or organization:

- Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:

- 3. Premium:
 The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Minimum Premium: INCLUDED



Authorized Agent

Policy Number: VCGP026407
Insured Name: Three Peaks Corp.
Number: 39

CG 20 10 12 19

Effective Date:03/20/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location 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. With respect to the Insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VCGP026407
Insured Name: Three Peaks Corp.
Number: 43

CG 20 37 12 19

Effective Date: 03/20/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VCGP026407
Insured Name: Three Peaks Corp.
Number: 46

CG 24 04 12 19

Effective Date: 03/20/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VCGP026407
Insured Name: Three Peaks Corp.
Number: 52

VE 09 73 04 20

Effective Date: 03/20/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.



Riverside County Regional Park and Open-Space District

Kyla Brown, Parks Director/General Manager | Erin Gettis, Assistant Director

DATE: May 21, 2021
TO: Mary Ann Meyer
FROM: Jeanne McLeod
RE: Accounting String for Internal Charges - Notice of Exemption

Please utilize the accounting string below to charge the Park District for the Notice of Exemption fees for the following project:

2020/21-049 Multi-Species Reserve Agreement No 200761

FUND	DEPTID	ACCOUNT	PROJECT
25400	931210	537080	

Please provide a copy of the posted journal via email to Parks-Finance@rivco.org

If you have any questions or experience any difficulties in using the above accounting string, please do not hesitate to contact me.

Thank you,

Jeanne McLeod

Contracts and Grants Analyst

(951) 955-3819

