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

ITEM: 16.2
(ID # 29213)
MEETING DATE:
Tuesday, November 18, 2025

FROM : Regional Parks and Open Space District

SUBJECT: Regional Park and Open-Space District: Approval of Plans, Specifications, Addendum to Plans and Specifications, and Contract Documents, Accept the Low Bid, and Award the Contract for the Rancho Jurupa Miniature Golf Course Renovation Project; Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA) per State Guidelines Section 15301-Class 1 (Existing Facilities); District 1 [Total Cost $349,288; up to $34,928.80 in additional compensation; 100% Park Acq & Dev, District Fund 33100]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Rancho Jurupa Miniature Golf Course Renovation Project is Categorically Exempt from the California Environmental Quality Act (CEQA) per State Guidelines Section 15301-Class 1 (Existing Facilities);

2. Approve the Contract Documents, including the Plans and Specifications and PKARC-9729 Addendum No.1 to the project bid documents issued prior to the Tuesday, October 14, 2024, opening, for the Regional Park and Open-Space District Rancho Jurupa Miniature Golf Course Renovation Project;

3. Waive any and all minor irregularities, and accept the second low bid submitted by Schmidt-Tomey Construction LLCin the sum amount of $299,288;

Continued on page 2
ACTION:Policy

Kyla R. Brown, General Manager 10/29/2025

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	November 18, 2025
xc:	Parks, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

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

RECOMMENDED MOTION: That the Board of Directors:

4. Award the contract for the Rancho Jurupa Miniature Golf Course Renovation Project to Schmidt-Tomey Construction LLC of Yorba Linda, California, in the amount of $349,288;

5. Approve the Construction Contract and authorize the Chairman of the Board of Directors for the Regional Park and Open-Space District (District) to execute the contract documents;

6. Direct the Purchasing Agent to issue Purchase Orders to Schmidt-Tomey Construction LLC for construction services for the duration of the contract in the amount of $349,288 and up to $34,928.80 in additional compensation;

7. Authorize the attached PKARC-2729 Rancho Jurupa Miniature Golf Course Renovation Project budget in the amount of $466,138;

8. Authorize the General Manager, or their Designee, to approve and execute amendments to the Agreement that have been approved as to form by County Counsel, as required to complete the project that do not change the substantive terms of the agreement or increase compensation more than ten percent (10%);

9. Direct the Clerk of the Board to return two (2) executed copies of the Agreement to District; and

10. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of the approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$384,217	$0	$384,217	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: Park Acq & Dev, District FUND 33100 (100%)			**Budget Adjustment:**	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Rancho Jurupa Park developed and constructed the Gopher Hole mini-golf course in 2009 to provide recreational activity for campground guests to enjoy. This amenity has been received and enjoyed for many years, however the artificial turf is overdue for replacement and ADA improvements are needed to bring the mini-golf course back to acceptable condition. The Rancho Jurupa Miniature Golf Course Renovation Project (Project) will renovate the existing mini golf course and improve accessible paths of travel, including new artificial turf, concrete, and landscaping.

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

The Riverside County Regional Park and Open-Space District (District) advertised for Project bids on September 22 and 29, 2025. During the advertisement period, one addendum was issued to all registered plan holders to supplement the plans and specifications. The addendum is attached as Addendum No.1.

The Project includes the following schedules for work:

- Base Bid Schedule: Rancho Jurupa Park Miniature Golf Course Project
- Alternate Bid Schedule 1: Replace existing Landscape Irrigation Controller with Hunter ACC2 Conventional Controller (SKU A2C-3600-P) or approved equal. Provide four (4) additional 6-station A2M-600 modules and Cellular Connectivity (A2C-LTEM) or approved equal.

All bids were received up to the hour of 2:00 p.m., Tuesday, October 14, 2025, at which time bids were opened live via https://colbisecurebids.com/agency/RivCoParks. On October 17, 2025, the lowest bidder for this Project, ASAD HOLDINGS L.L.C dba OrangeBlue General Contractors, requested to formally withdraw their bid on PK-9729 due to qualification and certification issues identified post-bid. Following review by District, the withdrawal request was formally accepted. Due to withdrawal of lowest responsible bid, a Notice of Intent was issued to second lowest bid to Schmidt-Tomey Construction LLC (Contractor). Pursuant to Section 33 of the Instructions to Bidders, bidders were to submit any bid protests before 5:00 p.m. of the third business day following the date of the bid opening. No protests were received by the deadline.

On October 17, 2025, a Notice of Intent to award the contract was sent to Contractor. The Contractor has executed the construction contract and provided the bonds and insurance documents, which meet the requirements of the contract.

The construction contract has been approved-as-to-form by County Counsel.

Impact on Residents and Businesses

The Project will provide residents and visitors of the Rancho Jurupa Regional Park with an upgraded ADA accessible Miniature Golf area.

Additional Fiscal Information

September 17, 2019, by Minute Order 13.1, an allocation of $1,450,000 of Development Impact Fees (DIF) Western Riverside County Regional Park Facilities Fund No. 30528 was allocated to costs associated with the Rancho Jurupa Park/Headquarters Expansion project. This capital improvement project includes the expansion of Rancho Jurupa Regional Park's Day Use area including the Miniature Golf along with ADA improvements. Of the $1,450,000 original allocation $416,000 has been designated for the construction costs of the Project. Funding in the amount of $50,138 will be provided by District utilizing internal Capital Improvement Project funds.

The $349,288 construction contract includes the Base Bid for $286,488, Alternate Bid Schedule for $12,800, and an allowance of $50,000.

Overall, this project has an estimated budget of $466,138 which includes costs for Planning, Specifications, & Estimates, Administrative Costs, Construction, Contingency, and Inspection. Details on the Project's proposed budget can be found in the attached Project Budget Attachment.

CEQA Considerations

District staff conducted a review of the project and determined that the project qualifies for a Class 1 Categorical Exemption under Section 15301(c) of the CEQA Guidelines, Article 19 commencing with Section 15300. In accordance with Section 15301(c), Class 1 projects consist of the operation, repair and maintenance of existing public facilities, such as highways, streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities. Therefore, the project's proposed improvements to the existing roadways are considered a Class 1 operation and maintenance project.

Staff therefore recommend that the Board of Directors (Board) find that the project is exempt under CEQA and direct the Clerk of the Board to file the Notice of Exemption with the County Clerk for posting within five (5) working days of this Board meeting with a posting period of not less than 30 days.

Contract History and Price Reasonableness

District received eight (8) bids on Tuesday, October 14, 2025. The base bids ranged from $248,990 to $498,480. ASAD HOLDINGS L.L.C dba OrangeBlue General Contractors was the apparent low bidder but has withdrawn their bid. Consequently, Schmidt-Tomey Construction LLC, was selected as the contractor with the lowest responsible bid with a base bid at $286,488, which is approximately $15,523.16 (5.1%) below the engineer's cost estimate. Schmidt-Tomey Construction LLC also submitted a bid for Alternate Schedule 1 for $12,800 which was accepted. The contract as presented for award includes an Owner Controlled Allowance of $50,000. Collectively, the Base Bid ($286,488), Alternate Schedule 1 ($12,800), and the Owner Controlled Allowance ($50,000) result in a total contract award of $349,288.

ATTACHMENTS (if any, in this order):

- Notice of Exemption
- Project Budget
- Project Manual (Cover Page)
- Addendum No. 1
- Summary of Bids
- Contractors Bid Proposal
- PKARC-9729 Contract/Bonds/Insurance

Melissa Curtis — Melissa Curtis, Deputy Director of Purchasing and Fleet — 10/30/2025

Douglas Cordonez Jr. — 11/12/2025

Aaron Gettis — Aaron Gettis, Chief of Deputy County Counsel — 11/4/2025

AGREEMENT

This agreement is made and entered into on the date of final signature hereto, by and between the
Riverside County Regional Park and Open-Space District ("District")
and Schmidt-Tomey Construction LLC(**"Contractor"**) ("Agreement").
The District and the Contractor agree as follows:

The Work: Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Rancho Jurupa Park Miniature Golf Renovation ("Project" or "Contract" or "Work")

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

Classification of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type A, B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

Time for Completion: It is hereby understood and agreed that the Contractor shall complete the Work within Ninety-two (92) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

Contract Price: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

Base Contract Amount Including Alternate #1 Replace Irrigation Control:

		,	2	9	9	,	2	8	8	.	0	0
Dollars											Cents	

+ Allowance 1 (Description/TitleHere)

		,		5	0	,	0	0	0	.	0	0
Dollars											Cents	

= Total Contract Price

		,	3	4	9	,	2	8	8	.	0	0
Dollars											Cents	

THE ABOVE ALLOWANCES, IF ANY, ARE WITHIN THE CONTRACT PRICE ONLY TO THE EXTENT CONTRACTOR HAS BEEN AUTHORIZED IN WRITING TO PERFORM WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, HAS PERFORMED THE WORK AND HAS APPROPRIATELY INVOICED FOR THAT WORK, AND DISTRICT HAS APPROVED CONTRACTOR'S INVOICE. USE OF ALLOWANCE(S) SHALL FOLLOW THE PROCESS AND THE IDENTICAL STRUCTURE AS A CHANGE ORDER. THE UNUSED PORTION OF ALLOWANCE(S) SHALL BE RETAINED BY THE DISTRICT AND MAY BE CLOSED BY A UNILATERAL CHANGE ORDER.

The Base Contract Price and authorized use of allowances shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

Interpretation of Contract Documents/Order of Precedence: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

(i) District-approved modifications (e.g., Change Orders, Force Account Directives, etc.), beginning with the most recent (if any);
(ii) Agreement;
(iii) Special Conditions (if any);
(iv) Supplemental Conditions (if any);
(v) General Conditions;
(vi) Remaining Division 0 documents (Documents beginning with "00");
(vii) Division 1 Documents (Documents beginning with "01");
(viii) Division 2 through Division 49 documents (Technical Specifications);
(ix) Figured dimensions;
(x) Large-scale drawings;
(xi) Small-scale drawings.

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

Integration / Modification. The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

Completion-Extension of Time: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not

be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

Liquidated Damages: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the sums as indicated in the Special Conditions ("**Liquidated Damages**").

Use of Unit Prices and Bid Alternates: The District may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the item did not form a basis for award of the Agreement or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Agreement. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

Insurance and Bonds: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

Performance of Work: If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

COVID-19. Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

Authority of District, Architect, Project Inspector, and County Permitting Entity: Contractor hereby acknowledges that the District, Architect(s), the Project Inspector(s), and the County Permitting Entity as applicable to this Project have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

Assignment of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

Payment of Prevailing Wages: Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the

type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

Contractor & Subcontractor Registration: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

Authority of Contractor's Representatives: Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

Severability: If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Schmidt-Tomey Construction LLC	**Riverside County Regional Park and Open-Space District**
Contractor	**District**
10/21/2025	NOV 1 8 2025
Date	**Date**
Michael Tomey Michael Tomey (Oct 21, 2025 13:49:14 PDT)	
Signature	**Signature**
Michael Tomey	**JOSE MEDINA**
Print Name	**Print Name**
Managing Member	Chair, Board of Directors
Print Title	**Print Title**

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF AGREEMENT

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE

ATTEST:
KIMBERLY A. RECTOR, Clerk

By _____
DEPUTY

NOV 1 8 2025 16.2

PK-9729 Agreement

Final Audit Report 2025-10-21

Created:	2025-10-16
By:	Lindsey Drake (ldrake@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPafpu_-9Qv4KLrySg2nKCdAhHdknUhpW

"PK-9729 Agreement" History

Document created by Lindsey Drake (ldrake@rivco.org)
2025-10-16 - 10:36:14 PM GMT

Document emailed to michael@schmidt-tomey.com for signature
2025-10-16 - 10:36:17 PM GMT

Email viewed by michael@schmidt-tomey.com
2025-10-16 - 10:36:42 PM GMT

Signer michael@schmidt-tomey.com entered name at signing as Michael Tomey
2025-10-21 - 8:49:12 PM GMT

Document e-signed by Michael Tomey (michael@schmidt-tomey.com)
Signature Date: 2025-10-21 - 8:49:14 PM GMT - Time Source: server

Agreement completed.
2025-10-21 - 8:49:14 PM GMT

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED **MUST CHECK *ONE OR MORE BOXES IN EACH SECTION*** (**Note**: ***select the correct boxes for the Roofing Certification***) AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

He/she is a representative of the Contractor,

He/she is familiar with the facts herein certified and acknowledged,

He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing the Agreement and these Certifications he/she is certifying the following items.

☒ **Workers' Compensation** (Labor Code Sections 1860-1861. In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☒ **Drug-Free Workplace** (Government Code Sections 8355-8357). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☒ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes buildings, grounds, District owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☒ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

Certifications continue on next page.

☒ **Lead as a Health Hazard**. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Overview of California Law

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present;
- Removal or encapsulation of materials containing lead;
- New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- Installation of products containing lead;
- Lead contamination/emergency cleanup;
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this

Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and other buildings built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;

2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☒ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of the Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

For Projects <u>without</u> substantive roofing components, check the following box and execute this certification:

☒ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars ($21,000) or less.

For all other Projects complete this section:

☒ By signature below I certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

<u>And</u> CHECK ONLY 1 of the following 2 options:

☒ By signature below I certify **that I do not have**, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

<u>OR</u>

☐ By signature below I certify **that I have** the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Schmidt-Tomey Construction LLC	300 N. Center Street Unit 6
Firm Name	Address
	Casper, WY 82601
	City/State/Zip
5560 MARQUET CT	YORBA LINDA, CA 92887
Address of branch office used for this Project if applicable	City/State/Zip of branch office
If subsidiary, name of parent company	Address of parent company
	City/State/Zip of parent company

☒ **CARB CA Air Resources Board Compliance:** I hereby certify that any in-use off-road diesel-fueled fleet, inclusive of rented, owned or sub-contractor provided, shall at all times be in compliance with CARB regulations and that Certificates of Reported Compliance shall be provided to the District and be available onsite for inspection.

☒ **Economic Sanctions in Response to Russia:** I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

OCTOBER 17, 2025	SCHMIDT-TOMEY CONSTRUCTION LLC
Date	**Proper Name of Bidder**
Michael Tomey	MICHAEL TOMEY / MANAGING MANAGER
Signed	**Print Name / Title**

END OF CONTRACTOR CERTIFICATIONS

Bond No.: 101003161
Premium: $10,479.00
Copy 1 of 2 Executed Originals

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the Riverside County Regional Park and Open-Space District, ("District") and Schmidt-Tomey Construction LLC, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Rancho Jurupa Park Miniature Golf Renovation PK-9729 ("Project" or "Contract")

which Contract dated November 18, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and U.S. Specialty Insurance Company ("Surety") are held and firmly bound unto the District in the penal sum of:

$Three Hundred Forty Nine Thousand Two-Hundred Eighty Eight Dollars and 00/100 DOLLARS ($349,288.00),

lawful money of the United States, for the payment of which to the District will and truly to be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

Perform all the work required to complete the Project; and

Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall

limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and 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 affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

TMHCC Claims Dept
Surety's Representative / Legal Counsel

John Yi, Vice President, Bond Claims Director
Attention

310-957-3173
Direct Telephone Number

jyi@tmhcc.com
Email Address

801 S. Figueroa St., STE 700, Los Angeles, CA 90017
Mailing Address

Signatures on next page.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named,

Dated: October (Month) 21 (Day), 2025 (Year)

Schmidt-Tomey Construction LLC
Principal

Signature of Person with Authority

By (Print Name/Title): Spencer Schmidt / Manager

(Affix Corporate Seal)

U.S. Specialty Insurance Company
Surety

Signature of Person with Authority

By (Print Name/Title): Keith E. Clements, Attorney-In-Fact

(Affix Corporate Seal)

U.S. Specialty Insurance Company
Name of California Agent of Surety

801 S. Figueroa St., STE 700, Los Angeles, CA 90017
Address of California Agent of Surety

CA Agent Surety Phone: 213-344-4739

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF PERFORMANCE BOND

* PLEASE SEE ATTACHED NOTORIAL CERTIFICATE

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Los Angeles)

On 10/31/2025 before me, TERRY L. PRINE NOTARY PUBLIC.
(Here insert name and title of the officer)

personally appeared SPENCER SCHMIDT,
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.

Notary Public Signature (Notary Public Seal)

TERRY L. PRINE
Commission # 2498785
Notary Public - California
LOS ANGELES County
My Comm. Expires AUG 30, 2028

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date N/A

CAPACITY CLAIMED BY THE SIGNER

- [x] Individual (~~s~~)
- [ ] Corporate Officer
  (Title)
- [ ] Partner(s)
- [ ] Attorney-in-Fact
- [ ] Trustee(s)
- [ ] Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

KEITH E. CLEMENTS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 101003161, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 ($3,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 20th day of November, 2024.

U.S. SPECIALTY INSURANCE COMPANY

By: _____
Adam S. Pessin, Senior Vice President

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

State of California
County of Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2476570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of October, 2025.

Bond No. 101003161
Agency No. 700374

Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSCUPOAUSSIC12/2024

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On 10/21/2025 before me, Robert Jayson Sensi, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CSC1 ROBERT JAYSON SENSI CSC1
COMM. #2461570
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
AUGUST 29, 2027

PAYMENT BOND

Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the Riverside County Regional Park and Open-Space District, (or "District") and Schmidt-Tomey Construction LLC ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Rancho Jurupa Park Miniature Golf Renovation PK-9729 ("Project" or "Contract")

which Contract dated November 18, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the
Principal and U.S. Specialty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

$Three Hundred Forty Nine Thousand Two-Hundred Eighty Eight Dollars & 00/100 DOLLARS ($349,288.00),

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant all applicable statutes and to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety, for value received, hereby stipulates and 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 affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named,

Dated: October (Month) 21 (Day), 20 25 (Year)

Schmidt-Tomey Construction LLC
Principal

Signature of Person with Authority

By (Print Name/Title): Spencer Schmidt - Manager

(Affix Corporate Seal)

U.S. Specialty Insurance Company
Surety

Signature of Person with Authority

By (Print Name/Title): Keith E. Clements, Attorney-In-Fact

(Affix Corporate Seal)

U.S. Specialty Insurance Company
Name of California Agent of Surety

801 S. Figueroa St., STE 700, Los Angeles, CA 90017
Address of California Agent of Surety

CA Agent Surety Phone: 213-344-4739

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF PAYMENT BOND

Click or tap here to enter text.

+ PLEASE SEE ATTACHED NOTORIAL CERTIFICATE

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Los Angeles)

On 10/31/2025 before me, TERRY L. PRINE NOTARY PUBLIC.
(Here insert name and title of the officer)

personally appeared SPENCER SCHMIDT,
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.

Notary Public Signature (Notary Public Seal)

TU54 TERRY L. PRINE Commission # 2498785 Notary Public - California LOS ANGELES County My Comm. Expires AUG 30, 2028 TU54

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date N/A

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (~~s~~)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

KEITH E. CLEMENTS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 101003161, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 ($3,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 20th day of November, 2024.

U.S. SPECIALTY INSURANCE COMPANY

By: _____
Adam S. Pessin, Senior Vice President

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

State of California
County of Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of October, 2025.

Bond No. 101003161
Agency No. 700374

Kio Lo, Assistant Secretary

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On 10/21/2025 before me, Robert Jayson Sensi, Notary Public
(insert name and title of the officer)

personally appeared Keith E. Clements,
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.

ROBERT JAYSON SENSI
COMM. #2461570
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
AUGUST 29, 2027
CSC1 CSC1

Signature Robert Sensi (Seal)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2025

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 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

Insurance Werks Services, Inc.
7918 El Cajon Blvd N314
La Mesa CA 91942-6710

CONTACT NAME: Brandon Johnson
PHONE (A/C, No, Ext): 858-788-7060 FAX (A/C, No): 619-567-8060
E-MAIL ADDRESS: certificates@inswerks.com

INSURED

Schmidt-Tomey Construction LLC
5560 Marquet Ct
Yorba Linda CA 92887

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Gotham Insurance Company	25569
INSURER B :	United Financial Casualty Company, A+, XV	11770
INSURER C :	StarStone National Insurance Company, A-, XI	25496
INSURER D :	State Compensation Insurance Fund	35076
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	Y	Y	GL202500033513	06/01/2025	06/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS	Y	Y	991758135	07/16/2025	01/16/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			ESC00800579P-00	10/21/2025	10/21/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9380127-2025	06/01/2025	06/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Riverside County Regional Park and Open-Space District and Riverside County.
Additional insured per attached endorsement.

CERTIFICATE HOLDER

Riverside County Regional Park and Open-Space District
Riverside County
4080 Lemon St.,
Riverside CA 92501

CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. 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

   b. 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:**

   The most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement you have entered into with the additional insured; or

   2. Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. 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 exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS 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 insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other 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 insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – CAPPED (BLANKET)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Each single designated construction project for which you are obligated, by written contract, to maintain general liability insurance with a separate per project general aggregate limit. The separate per project general aggregate limit must apply only to that construction project. The contract must be executed prior to the "occurrence" of the "bodily injury" or "property damage".	
Capped Designated Construction Project(s) General Aggregate Limit:	$ 5,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A** and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project(s) General Aggregate Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations of this policy.

However, the separate Designated Construction Project(s) General Aggregate Limits(s) are subject to an overall Capped Designated Construction Project(s) General Aggregate Limit in the amount shown in the Schedule above. The Capped Designated Construction Project(s) General Aggregate Limit is the most we will pay for all damages and medical expenses included in the Designated Construction Project(s) General Aggregate Limit(s) for all construction projects combined.

2. The Designated Construction Project(s) General Aggregate Limit is the most we will pay for the sum of all damages under Section **I** – Coverage **A**, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and medical expenses under Section **I** – Coverage **C**, and it is the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Section **I** – Coverage **A** for damages or under Section **I** – Coverage **C** for medical expenses shall reduce the Designated Construction Project(s) General Aggregate Limit for that designated construction project and the Capped Designated Construction Project(s) General Aggregate Limit. Such payments for damages and medical expenses shall not reduce the General Aggregate Limit shown in the Declarations of the policy nor shall they reduce any other Designated Construction Project(s) General Aggregate Limit for any other designated construction project shown in the Schedule above. However, such payments for damages and medical expenses included in the Designated Construction Project(s) General Aggregate Limit for all construction projects combined will reduce the Capped Designated Construction Project(s) General Aggregate Limit.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations of the policy, such limits will be subject to the applicable Designated Construction Project(s) General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A** and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Section **I** – Coverage **A** for damages or under Section **I** – Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project(s) General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project(s) General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the construction project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

F. If this endorsement and a Designated Locations(s) General Aggregate Limit Endorsement (either capped or un-capped) issued by us or one of our affiliated companies applies to the same "occurrence", or would have applied to the same "occurrence" but for exhaustion of the applicable aggregate limit, this endorsement shall apply to that "occurrence" and not the Designated Location(s) General Aggregate Limit Endorsement. In no event shall the limits of both endorsements apply to the same "occurrence".

All other terms and conditions of this policy remain unchanged.

Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10) M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

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

WAIVER OF SUBROGATION
BLANKET BASIS

9380127-25
NEW
SC
8-51-97-46

EFFECTIVE JUNE 1, 2025 AT 12.01 A.M.
AND EXPIRING JUNE 1, 2026 AT 12.01 A.M.

SCHMIDT-TOMEY CONSTRUCTION LLC
5560 MARQUET CT
YORBA LINDA, CA 92887

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

PERSON OR ORGANIZATION	JOB DESCRIPTION
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: MAY 15, 2025

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1125461

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/16/2025 2:20:30 PM

Business Information

SCHMIDT-TOMEY CONSTRUCTION LLC
5560 MARQUET CT
YORBA LINDA, CA 92887
Business Phone Number:(626) 831-8561

Entity Ltd Liability
Issue Date 08/22/2024
Expire Date 08/31/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100880451
Bond Amount: $25,000
Effective Date: 08/06/2024

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100880453
Bond Amount: $100,000
Effective Date: 08/06/2024

Bond of Qualifying Individual

The qualifying individual SPENCER PHILIP SCHMIDT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 08/22/2024

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9380127
Effective Date: 06/01/2025
Expire Date: 06/01/2026
Workers' Compensation History

Liability Insurance Information

This license has liability insurance with GOTHAM INSURANCE COMPANY
Policy Number: GL202500033513
Amount: $1,000,000
Effective Date: 06/01/2025
Expiration Date: 06/01/2026
Liability Insurance History

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

U.S. SPECIALTY INSURANCE COMPANY

13403 NORTHWEST FREEWAY
HOUSTON, TX 77040-6094

Old Company Names	Effective Date
EASTERN AVIATION & MARINE INSURANCE COMPANY	12/21/1993
U.S. SPECIALTY INSURANCE COMPANY DBA USSPECIALTY INSURANCE COMPANY	05/16/1996

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

NAIC #:	29599
California Company ID #:	3220-1
Date Authorized in California:	10/30/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

back to top

NAIC Group List

NAIC Group #: 3098 Tokio Marine Holdings Inc GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

CA

State of California
Department of
Industrial Relations
EST. 1927

Public Works Support

Log in

eCPR Search

Knowledge

Contractor Registration Search

Project Registration Search

Register

Home > Customer Account Lookup > 2000004472 - Schmidt-Tomey Construction, LLC

2000004472 - Schmidt-Tomey Construction, LLC

Customer Account Lookup

PWCR

2000004472

Contractor Status

DIR Approved

CSLB

1125461

Business Phone

9492595544

Ext

Registration Start Date

2025-10-06

Legal Entity Name

Schmidt-Tomey Construction, LLC

Doing Business As (DBA)

Schmidt-Tomey Construction

Business Structure

Limited Liability Company (LLC)

President

Michael Tomey

Email

michael@schmidt-tomey.com

Registration End Date

2027-06-30

Crafts

Carpenter | Carpenter and Related Trades | Drywall Finisher | Drywall Installer/Lather (Carpenter) | Laborer and Related Classifications | Laborer and Related Classifications (Building Construction) | Cement Mason

Address

Mailing Address

5560 Marquet Ct

Mailing Address - City

Yorba Linda

Mailing Address - State

California (CA)

Mailing Address - Zip

92887

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (2)

Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 25-354901

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	$50.00
	# Pages	1
	Document #	E-202501018
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		$50.00
Total		$50.00
Tender (On Account)		$50.00

Account#	RCRPOSD
Account Name	RCRPOSD - RIVCO REGIONAL PARK AND OPEN-SPACE DISTRICT
Balance	$6,287.50
Comment	SST3622S1184

11/19/25, 8:00 AM PST
Gateway Clerk

State of California - Department of Fish and Wildlife

2025 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER: 25-354901

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEADAGENCY EMAIL	DATE
RIVERSIDE COUNTY REGIONAL PARK & OPEN-	GABYADAME@RIVCO.ORG	11/19/2025

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
RIVERSIDE	E-202501018

PROJECT TITLE

RANCHO JURUPA PARK MINIATURE GOLF RENOVATION

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
RIVERSIDE COUNTY REGIONAL PARK & OPEN-	GABYADAME@RIVCO.ORG	(951) 955-1395

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
4600 CRESTMORE ROAD,	JURUPA VALLEY	CA	92509

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,123.50	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,968.75	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,401.75	$

☒ Exempt from fee

- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X I Tejeda	Deputy Isabel Tejeda

COUNTY OF RIVERSIDE CLERK & RECORDER

AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION NUMBER: 33100-931105-537020-PK-9729

AMOUNT: $50.00

DATE:

AGENCY: REGIONAL PARK AND OPEN SPACE DISTRICT

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY:

Signature: mfalez

PRESENTED BY: MICHAEL ALFEREZ, FISCAL MANAGER

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: - Isabel Tejeda

DATE: - NOV 19 2025

RECEIPT # (S) - 25-354901

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
4080 Lemon Street
Riverside, CA 92509

From: (Public Agency): Riverside County Regional Park & Open-Space District
4600 Crestmore Rd., Jurupa Valley, CA 92509
(Address)

Project Title: Rancho Jurupa Park Miniature Golf Renovation

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location - Specific:
4800 Crestmore Rd., Jurupa Valley, CA 92509

Project Location - City: Jurupa Valley Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
Renovate existing miniature golf course and improve accessible paths of travel including new artificial turf, concrete, and landscaping.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Person or Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301- Class 1 (Existing Facilities)
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt:
Section 15301 Class 1 (Existing Facilities) exempts projects involving the minor alterations of public or private facilities involving negligible or no expansion of existing or former use.

Lead Agency Contact Person: Gaby Adame-Algrim Area Code/Telephone/Extension: 951-955-1395

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: 8/16/2025 Title: Bureau Chief

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

F I L E D / P O S T E D
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202501018
11/19/2025 08:00 AM Fee: $ 50.00
Page 1 of 1

Removed: By: Deputy

Revised 2011

Document Root (Read-Only)

Selected Document

2025110709 - NOE - Rancho Jurupa Park Miniature Golf Renovation

Riverside County
Created - **11/18/2025** | Submitted - **11/18/2025** | Posted - **11/18/2025** | Received - **11/18/2025** | Published - **11/18/2025**
Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Rancho Jurupa Park Miniature Golf Renovation

Document Description

Renovate existing miniature golf course and improve accessible paths of travel including new artificial turf, concrete, and landscaping.

Attachments (Upload Project Documents)

16.2 - NOE - Rancho Jurupa Park, Jurupa Valley.pdf

Contacts

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT - *Gaby Adame*

4600 Crestmore Road
JURUPA VALLEY, CA 92509
Phone : (951) 955-1395
GabyAdame@Rivco.org

Regions

Southern California

Counties

Riverside

Cities

Jurupa Valley

Location Details

Cross Streets

4800 Crestmore Rd., Jurupa Valley, CA

Zip Code - 92509

Notice of Exemption

Exempt Status

Categorical Exemption

Type, Section Number or Code Number

15301

Reasons why project is exempt

Section 15301 Class 1 (Existing Facilities) exempts projects involving the minor alterations of public or private facilities involving negligible or no expansion of existing or former use.

County Clerk(s)

Riverside

Signature

Title

Date

Outlook

SCH Number 2025110709

From Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>
Date Tue 11/18/2025 1:49 PM
To Mayo, Whitney <WMayo@Rivco.org>

Hello,
Thank you for submitting your notice through CEQA Submit. Your document has been successfully published.

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https://ceqasubmit.lci.ca.gov/Document/Index/326362/1

Please contact the SCH with any questions at state.clearinghouse@lci.ca.gov.

Thank you,

Thomas Hubbard | *he/him*
Jr. CEQA Analyst
Governor's Office of Land Use and Climate Innovation
Formerly known as the Governor's Office of Planning and Research
Thomas.Hubbard@lci.ca.gov
lci.ca.gov | Follow us on LinkedIn | Follow us on X

***Note*: No reply, response, or information provided constitutes legal advice.